



410 South Commercial Street • Neenah, WI 54956 • Tel: (920) 751-6800 • Fax: (920) 751-6809

## MEMORANDUM

**TO:** Board of Education  
Dr. Mary B. Pfeiffer, District Administrator

**FROM:** Victoria L. Holt, Assistant District Administrator of Human Resources & Central Services *VLH*

**DATE:** May 8, 2012

**RE:** Employee Policy Manuals 2012-13

Attached please find revised Employee Policy Manuals for Faculty, Administrators, Exempt and Support Staff for 2012-13. The following changes have been made to the Employee Policy Manuals from the first reading of the manuals on April 24, 2012:

- Cosmetic changes throughout the manuals (ie. "The Board of Education" changed to "The Board") where appropriate
- Elimination of the Post Employment Benefits - Administration will be working with a committee to review OPEB. A recommendation will be coming to the Board in the fall.

The Administration is requesting that the Board of Education approve the four (4) policy manuals. I will be available at the May 8, 2012 Board meeting to answer any questions.

NEENAH JOINT SCHOOL DISTRICT

Faculty Employee Policy Manual

July 1, 2012

This Employee Policy Manual is a summary of some of the employment policies, procedures, rules and regulations of the Board of Education for the Neenah Joint 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 Manual. However, if there are questions regarding the Manual, or matters that are not covered, they should be directed to the Assistant District Administrator of Human Resources/Central Services or the direct supervisor.

This Employee Policy Manual has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, expressed or implied. Nothing in this document is intended to create an employment contract, implied or otherwise. All of the District's employees are employed "at-will," and employment is not for any definite period, unless otherwise set forth in writing by contract or by statute. The Neenah Joint School District Board of Education reserves the right to add, delete or change any or all of the below benefits as it feels necessary for the good of Neenah Joint School District.

1. PERSONNEL POSITIONS

- Teachers
- Library Media Specialists
- Counselors
- Speech and Language Pathologists
- School Psychologists

2. PAY POLICY

Pay Days: All employees will be paid two (2) times a month. Employee will be paid on 5<sup>th</sup> and the 20<sup>th</sup> of each month of their work.

Direct Deposit: All employees will have their pay checks directly deposited into their bank accounts. In general, deposits are made available to the employee's account the morning of the designated payday.

3. HOURS OF WORK

For the 2012-13 school year, the Board of Education will support the published 2012-13 calendar which reflects 189 work days.

	<u>Work Day Hours</u>
Elementary	7:45 a.m. – 3:45 p.m.
Horace Mann Middle	7:30 a.m. – 3:30 p.m.
Shattuck Middle	7:45 a.m. – 3:45 p.m.
Neenah High	7:40 a.m. – 3:40 p.m.

Inclement weather: In the event of inclement weather, faculty are not required to report to work. The 2012-13 calendar outlines inclement work day revised work schedules.



#### 4. PHYSICAL EXAMINATION AND SKIN TUBERCULIN TEST

- A. As a condition of employment, employees will be required to furnish evidence of a physical examination and skin tuberculin test in accordance with the Board of Education requirements.
- B. The physical examination must be performed by a licensed practitioner and the result recorded on the standard form furnished by the Board of Education. This evidence must be submitted to the District Administrator before the effective date of employment. Upon receipt of this evidence, the Board of Education will pay for the physical examination required by the Board.
- C. A skin tuberculin test taken within the ninety (90) calendar days immediately preceding the effective date of the original hire of the employee will be accepted for meeting this requirement if the examination is consistent with Board of Education requirements.
- D. A special examination may be requested by the Administration whenever an employee shows obvious signs of physical or mental health issues that affect his or her work performance. The employee shall be notified of the reason for the special examination and such examination will be arranged for and paid for by the Board of Education.

#### 5. ABSENCES/LEAVES

**Sick Leave:** All employees will be allocated nine (9) days a year that can accumulate up to sixty (60) days. **An employee with more than sixty (60) days will not receive any additional sick leave until their sick leave account is below sixty (60) days. Sick leave days are allocated annually on July 1.** Sick leave may apply for the individual employee, their child, spouse, parent, or registered domestic partner. The Board reserves the right to request a medical note for any absence.

**Death in the Immediate Family:** In the instance of a death in the immediate family, the term "immediate family" is limited to father, mother, sister, brother, husband, wife, registered domestic partner, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, and any person whether related by blood or not to whom such employee stood in a mutually acknowledged relation of parent or child. A total of three (3) days will be permitted for absence due to each death of employees of the immediate family. Upon request, up to an additional two (2) days beyond the three (3) may be granted by the Assistant District Administrator of Human Resources/Central Services. Also upon request, the Assistant District Administrator of Human Resources/Central Services may grant leave time for the death of an aunt, uncle, niece, nephew, aunt-in-law, uncle-in-law, or a person who is a close personal friend or with whom a dwelling is shared. Additional funeral leave or requested days will come out of sick leave.

**Personal Leave:** All employees will be provided with one (1) day of personal leave per school year. Employees will not be required to provide a reason for their personal leave request; however the request should be for a personal, pressing reason that cannot be addressed outside of the work day. Employees with ten (10) years **Neenah Joint School District** experience or more will receive a second personal leave day, but must state the reason; which must be for a personal pressing reason requiring an absence from work. Personal leave, for employees with ten (10) years experience, will be deducted from the employee's sick leave account affecting eligibility toward perfect attendance. A personal leave day may not be utilized to extend a vacation or holiday. The District requires a ten (10) day notice for a personal leave request. In the event of an emergency (i.e. airline cancellation, vehicle break down) the District may waive the ten (10) day notice requirement.



### Leave of Absence

- A. An employee must request a leave of absence in writing to the Board of Education. A leave of absence may not exceed twelve (12) calendar months. A leave of absence will begin and end on the dates approved by the Board.
- B. Board of Education participation in fringe benefits will be discontinued during a leave of absence. The employee may remain a member of the group insurance plans; however, he/she must pay the premiums to the School District during the leave of absence.
- C. Sick leave will not accrue during a leave of absence; however, accumulated sick leave at time of leave of absence will be reinstated upon return.
- D. There will be no reimbursement for credits earned while on a leave of absence.

## 6. INSURANCE AND OTHER FRINGE BENEFITS

**Military Duty:** The Board will continue to provide health insurance while an employee is on military assignment.

**Part-time Employees:** Employees employed 50% (0.5 FTE) or more but less than full-time (1.0 FTE) will pay a prorated share of their health care plan (i.e. 0.5 FTE teachers will pay 50% of their health care portion) in addition to the appropriate premium share.

**Life Insurance:** The Board will provide term life insurance in an amount equal to one time (1x) the individual's salary. The Board will pay one hundred percent (100%) of the premium from the first day of employment. The Board will offer a buy-up optional life insurance option at 100% of the employee's expense.

**Short-Term Disability:** The Board will provide a short-term disability policy at 100% of the employee's expense.

**Long-Term Disability Insurance:** The Board will provide long-term disability insurance at ninety percent (90%) benefit level following a total disability waiting period of ninety (90) calendar days.

**Health /Dental/Prescription Drug Insurance:** The Board will offer coverage for a health and prescription drug/dental plan. Any specification/benefit changes for active employees shall also automatically apply to retirees.

**OPTION A:** Effective January 1, 2013, the Board will offer a High Deductible Health Plan (HDHP) / Health Savings Account (HSA) with a 0% premium contribution by the employee. The 0% premium employee contribution HDHP / HSA will have a \$2500 (single plan) maximum out-of-pocket deductible and a \$5,000 (family plan) maximum out-of-pocket deductible. The Board will not contribute toward a 0% employee premium HDHP / HSA. The employee may contribute up to \$6,250 for a family plan or \$3,100 for a single plan.

**OPTION B:** Effective January 1, 2013, the Board will offer a High Deductible Health Plan (HDHP) / Health Savings Account (HSA). The Board will contribute \$1,000 (single plan) with \$1,500 maximum out-of-pocket deductible and \$2,000 (family plan) with a \$3,000 maximum out-of-pocket deductible. The Board will pay 87.4% of the lower cost (Network/United) Dual Choice HDHP/ HSA option with the employee paying the difference between the lower and higher cost option and the 12.6% premium contribution. The employee may contribute an additional \$4,250 for a family plan or contribute an additional \$2,100 for a single plan.



**OPTION C:** Effective January 1, 2013, the employee may elect a Dual Choice (Network or United) point-of-service (POS) health care plan. Employees electing the higher cost POS (Network or United) health plan will pay the difference in cost between the lower cost (Network/United) HDHP / HSA plan (Option B) option and the 12.6% premium contribution.

**OPTION D:** Voluntary Health Insurance Buyout. In exchange for relinquishing their participation in the District's health and prescription drug/dental plans, the District will pay directly to an employee \$2,000 for relinquishing a family health dental plan (must show compliance with law regarding access to other insurance). This payment will be made over the course of the employee's annual pay periods and will be subject to payroll tax withholding. This voluntary program will be offered on an annual basis at the District's discretion. This benefit does not apply to two (2) employees of the NJSD who qualify for one (1) health care plan.

**Dental Insurance:** The Board will provide group insurance coverage in a dental insurance plan. The Board will pay 87.4% of the required premium.

**Vision Insurance:** The Board will provide vision insurance at 100% of the employee's expense.

**Workers' Compensation:** The Board will provide workers' compensation. The Board will follow the rules and provisions enumerated in the Workers' Compensation Act of Wisconsin.

**Tax-Sheltered Annuity Program:** A tax-sheltered annuity program will be available to employees in accordance with the NJSD administrative policies governing the 403(b) and a 457 plan.

**125C Flexible Spending Account:** The Section 125C plan is a pre-tax, payroll deduction, account that allows the employee to set aside up to \$5,000 for dependent, child or adult, care and up to \$2,500 for additional medical, dental or vision expenses not covered by insurance. An annual election is made with a January 1 through December 31 benefit period. Claims can be made during the benefit year and up to ninety (90) days after for expenses paid by the individual during the previous calendar year. This benefit is not available for employees who elect a Health Savings Account (HSA) option.

## 7. DRUG AND ALCOHOL FREE WORKPLACE

**Policy:** It is the policy of the District to provide a drug-free workplace for all of its employees. The District requires that employees neither use, possess, sell, exchange, nor be under the influence of drugs, intoxicants, alcohol, narcotics or any other controlled substance(s) in the workplace and that a zero tolerance standard shall prevail in the workplace. The District recognizes the importance of maintaining a safe, efficient and healthful workplace, as well as the social responsibility to provide assistance to its employees to the extent possible. Therefore, employees are required to report to work free from any alcohol or controlled substances.

**Opportunity for Assistance:** The District encourages any employee with a drug and/or alcohol problem to seek professional assistance before such problem becomes a workplace issue. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all District policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause any undue hardship to the District.

**Drug and/or Alcohol Testing:** Although the District has no intention of requiring regular drug or alcohol tests of its employees, the District reserves the right to require an employee to submit samples (such as hair, urine and/or blood) to test for the presence of drugs or alcohol if the District determines that there is reasonable suspicion that the employee is under the influence of drugs or alcohol or has otherwise

violated this policy. All testing will be done in a fair and respectful manner and in accordance with any applicable federal, state, or local laws. An employee's refusal to take the test, or an employee's delay in taking the test is grounds for termination from employment.

#### 8. PERFECT ATTENDANCE

Any employee with perfect attendance during the school year will receive \$250.00 or a floating holiday during the subsequent school year. A floating holiday will not count against perfect attendance.

#### 9. HOLIDAYS

To be eligible to receive a paid holiday, the employee must work their regular scheduled work day and/or be on a preapproved vacation day immediately preceding and following the holiday. Holidays falling on a Saturday or Sunday shall be observed on the Friday before or Monday after the holiday unless school is in session.

##### A. The Board will pay employees for the following four (4) holidays:

Labor Day  
Thanksgiving Day  
The day after Thanksgiving  
Memorial Day

##### B. An employee on Federal Family Medical Leave during a holiday will not be paid for the holiday.

#### 10. JURY DUTY

Employees required to serve jury duty shall be paid, by the employer, the difference between jury duty pay (less mileage) and their regular pay for each day they are required to serve. The employee is required to remit any pay received by a Wisconsin Court for jury duty.

#### 11. PROFESSIONAL LEARNING

The Board will support and provide professional learning opportunities.

#### 12. MILEAGE

The Board will pay:

##### A. The IRS rate for approved out of District travel.

##### B. The IRS rate to teachers required to travel between buildings as part of their teaching assignment (per District schedule). Teachers must submit a request for travel reimbursement.

#### 13. POST EMPLOYMENT BENEFITS (TO BE DETERMINED)

A requirement to qualify for a retirement benefit would be that the employee "retire" in order to receive the retirement benefits.

An employee less than full-time (1.0 FTE) will have their percentage of teaching prorated as a percentage of full-time employment for retirement purposes. (i.e. a teacher teaching 0.5 FTE will receive a half year experience for retirement purposes.)



Group Life Insurance Coverage: Employees are eligible to continue in the group life insurance program. The group life insurance is available to employees at the 100% employee cost. The plan provides for a twenty-five (25%) reduction in coverage at age sixty-five (65), fifty percent (50%) at age sixty-six (66), and seventy-five (75%) at age sixty-seven (67). Twenty-five (25%) percent of the insured amount in place at the time of early retirement will be available after age sixty-seven (67) for the remainder of the retiree's life.

#### **14. RETIREMENT**

Each qualified staff member is provided a retirement benefit through the Wisconsin Retirement System (WRS). The Board of Education contributes to the staff member's WRS as required by law. The staff member will pay the employee share to the WRS.

#### **15. RESIGNATION**

Employees must provide thirty (30) days notice of resignation. Failure to provide a thirty (30) day notice will result in a cost of \$150/day for each day less than thirty (30). A resignation received in July and/or August will result in the employee reimbursing the District for the cost of the employee's health insurance.

#### **16. VANDALISM INSURANCE**

The Neenah Joint School District will provide the entire teacher group with up to a maximum of \$2,000 each year during the academic year, to be used for the payment of the uninsured portion of claims resulting from loss, damage or destruction of an employee's clothing or other personal property while on duty in a school or on the school premises, as a result of vandalism prank, assault or theft. Payment of individual claims will be authorized by the leader of the teacher group and disbursement will be made after June 30 of each year. The fund will be distributed on a prorated and percentage basis relative to the total number and dollar amount of claims.

#### **17. CERTIFICATION**

- A. The term "teacher" means any person who holds a teacher's certificate issued by the Department of Public Instruction (Chapter 118.19 Laws of Wisconsin). A teaching contract cannot be issued to any person not legally authorized to teach. All teaching contracts shall terminate if and when the authority to teach terminates.
- B. Evidence of such authorization to teach must be filed with the District Administrator before the effective date of contract.
- C. If a faculty member changes his/her certification with the Department of Public Instruction, he/she should notify the District Administrator in writing by February 1.

#### **18. CONTRACTS**

- A. Faculty contracts will be issued on or before **May 15** and they must be returned to the Human Resources Office no later than **June 1**.
- B. Summer school contracts will be at the consortium rate of pay.
- C. Non-Renewal – The Board of Education will comply with state statute laws.

## 19. SUPPLEMENTAL DUTIES

Supplemental work is defined as work that takes place before or after the scheduled school day and/or school year. Time, effort and ability expended to support supplemental activities are extremely difficult to equate satisfactorily among faculty members.

Faculty are expected annually to provide thirty (30) to forty (40) hours of work in supplemental activities with no extra pay involved.

Examples of supplemental duties include but is not limited to: holiday concerts, curriculum fairs, open houses, academic awards, and graduation.

## 20. EXTRACURRICULAR – To be determined

## 21. DEPARTMENT CHAIR/CURRICULUM SPECIALIST STIPENDS

The Board of Education will support the following stipend pay for Department Chair/Curriculum Specialist positions:

A. Elementary Curriculum Specialists (4)	3% of salary
B. Middle School Special Education Dept. Chairman (1)	3% of salary
C. Middle School Curriculum Specialists (4)	4% of salary
D. High School Department Chairs	
1. Under 40 sections	4% of salary
2. 41-60 sections	5% of salary
3. 61+ sections	6% of salary
E. K-12 Dept. Chairs: Art, Music, Guidance, Wellness, Health, Library, Literacy	6% of salary

\*Neenah High School core academic department chairs (English, science, social studies, and math) will receive duty release time to address department needs.

## 22. JOB SHARE

- 1) Job sharing is a voluntary program providing two teachers the opportunity to share one full-time equivalent teaching position. Where applicable, wages, fringe benefits, leave accrual, seniority and all other benefits, unless otherwise specifically noted herein, shall be prorated on the basis of the time worked as a percent of a full-time position.
- 2) Job sharing must be jointly approved by the Board and the teachers involved.
- 3) Eligibility. In order to be eligible to participate in this program:
  - a) All certified staff are eligible to apply and applicants must apply in writing to the District Administrator by April 1 of the school year prior to the school year in which they wish to participate in the job sharing program.
  - b) The applicants must be current employees and have taught at least two (2) years in the District prior to participating in the job sharing program.



- c) The applicants must apply as a team.
  - d) Successful applicants must agree to return to full-time status the following school year if one of the participants in a shared job is nonrenewed, discharged, resigns or is laid off, or does not wish to continue in the shared job or if the arrangement for shared time is determined to be unsatisfactory by the Board.
  - e) Each applicant for a job sharing position must be certified to teach those subjects/grade levels involved in the shared job.
  - f) A successful applicant who does not wish to continue in a shared position can return to a full-time position provided that one is available.
- 4) In the event of layoff, inability to continue, or unwillingness to continue, a full-time non probationary teacher may volunteer to become a partner in a shared position, thus restoring it to a shared full-time position.
  - 5) Any time necessary for coordination of teaching assignment responsibilities shall be performed on the job sharers' time and not the District's. When teachers have responsibility for the same students, there will be an overlap planning period of a minimum of 15 minutes per day, and both teachers must attend parent/teacher conferences.
  - 6) Both members of a job sharing team must attend all faculty meetings, in-service activities, and parent teacher conferences.
  - 7) Planning. Whenever possible, the specials' scheduled/planning periods for shared positions will be divided equally between the team members.

### **23. BASE SALARY**

The Board of Education has determined that \$40,500 will be the base salary in effect on July 1, 2012.

### **24. GRIEVANCE PROCEDURES**

- 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. 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;
  - g. the signature of the grievant and the date.

- 2) The term "days" means work days, other than weekends and holidays. 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 a school district employee.
- 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 accident risk.
- 5) "Discipline" means oral reprimands (where a written record of the reprimand is placed in the employee's file); written reprimands, suspension and/or demotion. Discipline does not include performance reviews, work plans or corrective actions that do not include a reprimand or other adverse employment action.
- 6) "Termination" means discharge from employment for disciplinary reasons. Non-renewals and layoffs (reduction in force) are not considered terminations and are not subject to this procedure.

**Procedures:**

Step One

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 Personnel Office.

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

Step Two

If the grievance is not satisfactorily resolved at Step One, it may be submitted by the grievant to the District Administrator within five (5) days after having received the answer in Step One. 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 in 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.

Step Three

Upon the written request of the grievant in response to an adverse decision, the decision at Step Two may be appealed by a written statement particularly describing the reason for appeal. If the decision at Step Two 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 who shall determine whether the matter should be processed further. If the Step Two 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 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 otherwise modify the express terms of School Board policy.

#### Step Four

Either party may appeal an adverse determination at Step Three to the Board of Education, by filing written notice appealing the decision of the IHO in the District Personnel Office 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. The Board will vote in closed session unless the Board receives a request from the employee for the vote to take place in open session. The Board must receive the request to vote in open session as part of their request for the Step Four grievance. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence and testimony produced at the hearing before the IHO. A simple majority vote of the Board membership shall decide the appeal within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding on all parties.

#### **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 shall cause the grievance to move automatically to the next step in the procedure. 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 discuss matters of concern with Administration. Matters not subject to the grievance procedure that are raised by employees shall be considered by the administration which has final authority, subject to any applicable School Board policy or directive, to resolve the matter:

***This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The Neenah Joint School District Board of Education reserves the right to add, delete or change any or all of the above benefits as it feels necessary for the good of Neenah Joint School District.***

## NEENAH JOINT SCHOOL DISTRICT

### Administrator Policy Manual

July 1, 2012

This Employee Policy Manual is a summary of some of the employment policies, procedures, rules and regulations of the Board of Education for the Neenah Joint 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 the employee questions will be answered in this Manual. However, if there are questions regarding the Manual, or matters that are not covered they should be directed to the Assistant District Administrator of Human Resources / Central Services or your direct supervisor.

The Employee Policy Manual has been prepared for informational purposes only. None of the statements, policies, procedures, rules or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, expressed or implied. Nothing in this document is intended to create an employment contract, implied or otherwise. All of the District's employees are employed "at-will" and employment is not for any definite period, unless otherwise set forth in writing by contract or by statute. The Neenah Joint School District Board of Education reserves the right to add, delete or change any or all of the below benefits as it feels necessary for the good of the Neenah Joint School District.

#### 1. PERSONNEL POSITIONS

Assistant District Administrators  
Directors  
Principals  
Associate Principals

#### 2. PAY POLICY

Pay Days: All employees will be paid two (2) times a month. Employees will be paid on the 5<sup>th</sup> and 20<sup>th</sup> for each month of work.

Direct Deposit: All employees will have their pay checks directly deposited into their bank accounts. In general, deposits are made available to the employee's account the morning of the designated payday.

#### 3. HOURS OF WORK

Unless directed by their supervisor, Administrators are not required to report for duty during Winter and Spring breaks.

Inclement Weather: In the event that school is cancelled due to inclement weather, administrators should report to work as soon as possible. The 2012-13 calendar outlines inclement work day revised work schedules.

#### 4. PHYSICAL EXAMINATIONS AND SKIN TUBERCULIN TEST

- A. As a condition of employment, employees will be required to furnish evidence of a physical examination and skin tuberculin test in accordance with the Board of Education requirements.
- B. The physical examination must be performed by a licensed practitioner and the result recorded on the standard form furnished by the Board of Education. This evidence must be submitted to the District



Administrator before the effective date of employment. Upon receipt of this evidence, the Board of Education will pay for the physical examination required by the Board.

- C. A skin tuberculin test taken within the ninety (90) calendar days immediately preceding the effective date of the original hire of the employee will be accepted for meeting this requirement if the examination is consistent with Board of Education requirements.
- D. A special examination may be requested by the Administration whenever an employee shows obvious signs of physical or mental health issues that affect his or her work performance. The employee shall be notified of the reason for the special examination and such examination will be arranged for and paid for by the Board of Education.
- E. The Administrator does hereby agree to have one (1) comprehensive medical examination every two (2) years that the Administrator is employed by the District; and that following each examination, a statement certifying to the physical fitness of the Administrator shall be filed with the Superintendent of Schools and treated as confidential information. The balance of the cost of the medical examination not paid by the health insurance carrier, not to exceed Three Hundred Dollars (\$300), shall be borne by the District.

## 5. ABSENCES/LEAVES

**Sick Leave:** Twelve (12) month employees will be allocated twelve (12) days a year that can accumulate up to sixty (60) days. Sick leave may apply for the individual employee, their child, spouse, parent or registered domestic partner. The Board reserves the right to request a medical note for any absence. Sick leave days will be allocated on July 1.

**Death in the Immediate Family:** In the instance of a death in the immediate family, the term "Immediate family" is limited to father, mother, sister, brother, husband, wife, registered domestic partner, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, grandparents-in-law and any person whether related by blood or not to whom such employee stood in a mutually acknowledged relation of parent or child. A total of three (3) days will be permitted for absence due to each death of members of the immediate family. Upon request, up to an additional two (2) days beyond the three (3) may be granted by the Assistant District Administrator of Human Resources & Central Services. Also upon request, the Assistant District Administrator of Human Resources & Central Services may grant leave time for the death of an aunt, uncle, niece, nephew, aunt-in-law, uncle-in-law, or person who is a close friend or with whom a dwelling is shared. Additional funeral leave or requested days will come out of sick leave.

**Personal Leave:** All employees will be provided with one (1) day of personal leave per school year. Employees will not be required to provide a reason for their personal leave request; however, the request should be for a personal, pressing reason that cannot be addressed outside of the work day. Employees with ten (10) years of experience or more in the District may request a second personal leave day, however, they must state the reason, which must be for a personal pressing reason requiring an absence from work. Personal leave for employees with ten (10) years experience will be deducted from the employee's sick leave account affecting eligibility towards perfect attendance. A personal leave day may not be utilized to extend a holiday or vacation. The District requires a ten (10) day notice for a personal leave request. In the event of an emergency (i.e. airline cancellation, vehicle break down) the District may waive the ten (10) day notice requirement.



**Leave of Absence:**

- A. The employee must request a leave of absence in writing to the Board of Education. A leave of absence may not exceed twelve (12) calendar months. A leave of absence will begin and end on the dates approved by the Board.
- B. Employee participation in fringe benefits will be discontinued during a leave of absence. The employee may remain a member of the group insurance plans; however, he/she must pay the premiums to the District during the leave of absence.
- C. Sick leave will not accrue during a leave of absence; however, accumulated sick leave at time of leave of absence will be reinstated upon return.
- D. There will be no reimbursement for credits earned while on a leave of absence.

**Vacation:**

<u>Years of Experience</u>	<u>Annual Vacation Days</u>
Less than Ten (10) Years Experience in NJSD	20
Ten (10) Years or More Experience in NJSD	25

Vacation allowance is to be used within the year subsequent to the year in which it is earned. Any vacation days not used with the year will be forfeited unless written permission from the Assistant District Administrator of Human Resources and Central Services is granted to carry vacation days into the next anniversary year.

The District will allow up to five (5) days of unused vacation to be carried over into the new year provided the employee has requested and received written permission from the Assistant District Administrator of Human Resources & Central Services.

The District will pay up to five (5) days of unused vacation upon resignation or retirement.

**6. INSURANCE AND OTHER FRINGE BENEFITS**

**Military Duty:** The Board will continue to provide health insurance while an employee is on active military assignment.

**Life Insurance:** The Board will provide term life insurance in an amount equal to one time (1x) the individual's salary. The Board will pay one hundred percent (100%) of the premium from the first day of employment. The Board will offer a buy-up optional life insurance option at 100% of the employee's expense.

**Short -Term Disability Insurance:** The Board will offer a short-term disability policy at 100% of the employee's expense.

**Long -Term Disability Insurance:** The Board will offer long-term disability insurance at ninety percent (90%) benefit level following a total disability waiting period of ninety (90) calendar days.



**Health / Dental / Prescription Drug Insurance:** The Board will offer coverage for health and prescription drug/dental plan. Any specification/benefit changes for active employees shall also automatically apply to retirees.

**OPTION A:** Effective January 1, 2013, the Board will offer a High Deductible Health Plan (HDHP) / Health Savings Account (HSA) with a 0% premium contribution by the employee. The 0% premium employee contribution HDHP / HSA will have a \$2500 (single plan) maximum out-of-pocket deductible and a \$5,000 (family plan) maximum out-of-pocket deductible. The Board will not contribute toward a 0% employee premium HDHP / HSA. The employee may contribute up to \$6,250 for a family plan or \$3,100 for a single plan.

**OPTION B:** Effective January 1, 2013, the Board will offer a High Deductible Health Plan (HDHP) / Health Savings Account (HSA). The Board will contribute \$1,000 (single plan) with \$1,500 maximum out-of-pocket deductible and \$2,000 (family plan) with a \$3,000 maximum out-of-pocket deductible. The Board will pay 87.4% of the lower cost (Network/United) Dual Choice HDHP/ HSA option with the employee paying the difference between the lower and higher cost option and the 12.6% premium contribution. The employee may contribute an additional \$4,250 for a family plan or contribute an additional \$2,100 for a single plan.

**OPTION C:** Effective January 1, 2013, the employee may elect a Dual Choice (Network or United) point-of-service (POS) health care plan. Employees electing the higher cost POS (Network or United) health plan will pay the difference in cost between the lower cost (Network/United) HDHP / HSA plan (Option B) option and the 12.6% premium contribution.

**OPTION D:** Voluntary Health Insurance Buyout. In exchange for relinquishing their participation in the District's health and prescription drug/dental plans, the District will pay directly to an employee \$2,000 for relinquishing a family health dental plan (must show compliance with law regarding access to other insurance). This payment will be made over the course of the employee's annual pay periods and will be subject to payroll tax withholding. This voluntary program will be offered on an annual basis at the District's discretion. This benefit does not apply to two (2) employees of the NJSD who qualify for one (1) health care plan.

**Dental Insurance:** The Board will provide group insurance coverage in a dental insurance plan. The Board will pay 87.4% of the required premium.

**Vision Insurance :** The Board will offer vision insurance at 100% of the employee's expense.

**Workers' Compensation:** The Board will provide workers' compensation. The Board will follow the rules and provisions enumerated in the Workers' Compensation Act of Wisconsin.

**Tax -Sheltered Annuity Program:** A tax-sheltered annuity program will be available to employees in accordance with the NJSD administrative policies governing the 403(b) and a 457 plan.

**125 C Flexible Spending Account:** The Section 125C plan is a pre-tax, payroll deduction account that allows the employee to set aside up to \$5,000 for dependent, child or adult care and up to \$2,500 for additional medical, dental or vision expenses not covered by insurance. An annual election is made with a January 1 through December 31 benefit period. Claims can be made during the benefit year and up to ninety (90) days after for expenses paid by the individual during the previous calendar year. The health care portion of this benefit is not available for employees who elect a High Deductible Health Plan (HDHP)/ Health Savings Account (HSA) option.



**7. DRUG AND ALCOHOL FREE WORKPLACE**

**Policy:** It is the policy of the District to provide a drug-free workplace for all of its employees. The District requires that employees neither use, possess, sell, exchange, nor be under the influence of drugs, intoxicants, alcohol, narcotics or any other controlled substance(s) in the workplace and that a zero tolerance standard shall prevail in the workplace. The District recognizes the importance of maintaining a safe, efficient and healthful workplace, as well as the social responsibility to provide assistance to its employees to the extent possible. Therefore, employees are required to report to work free from any alcohol or controlled substances.

**Opportunity for Assistance:** The District encourages any employee with a drug and/or alcohol problem to seek professional assistance before such problem becomes a workplace issue. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all District policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause any undue hardship to the District.

**Drug and/or Alcohol Testing:** Although the District has no intention of requiring regular drug or alcohol tests of its employees, the District reserves the right to require an employee to submit samples (such as hair, urine and/or blood) to test for the presence of drugs or alcohol if the District determines that there is reasonable suspicion that the employee is under the influence of drugs or alcohol or has otherwise violated this policy. All testing will be done in a fair and respectful manner and in accordance with any applicable federal, state, or local laws. An employee's refusal to take the test, or an employee's delay in taking the test is grounds for termination from employment.

**8. PERFECT ATTENDANCE**

Any employee with perfect attendance during the school year will receive \$300.00 or a floating holiday during the subsequent school year. A floating holiday will not count against perfect attendance.

**9. HOLIDAYS**

To be eligible to receive a paid holiday, the employee must work their regular scheduled work day and/or be on a preapproved vacation day immediately preceding and following the holiday. Holidays falling on a Saturday or Sunday shall be observed on the Friday before or Monday after the holiday unless school is in session.

A. The Board will pay all twelve (12) month employees for the following ten (10) holidays:

- New Year's Day
- Independence Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas
- Three (3) floating holidays to be designated annually by the District Administrator

B. An employee on Federal Family Medical Leave during a holiday will not be paid for the holiday.



**10. JURY DUTY**

Employees required to serve jury duty shall be paid, by the employer, the difference between jury duty pay (less mileage) and their regular pay for each day they are required to serve. The employee is required to remit any pay received by a Wisconsin Court for jury duty.

**11. PROFESSIONAL LEARNING AND PROFESSIONAL DUES**

The Board will support and provide Professional Learning and Professional Dues for Administrators.

Tuition: The Administrator will be provided full reimbursement for courses taken if approved by their immediate supervisor and District Administrator.

**12. MILEAGE ALLOWANCE**

Administrators shall be entitled to mileage allowance of seventy-five dollars (\$75) per month. No additional stipend for in-district mileage will be provided.

**13. POST EMPLOYMENT BENEFITS – TO BE DETERMINED**

A requirement to qualify for a retirement benefit would be that the employee “retire” in order to receive the retirement benefits. An employee less than full-time will have the percent of their work assignment prorated for calculating retirement.

Group Life Insurance Coverage: Employees are eligible to continue in the group life insurance program. The group life insurance is available to employees at the 100% employee cost. The plan provides for a twenty-five (25%) reduction in coverage at age sixty-five (65), fifty percent (50%) at age sixty-six (66), and seventy-five (75%) at age sixty-seven (67). Twenty-five (25%) percent of the insured amount in place at the time of early retirement will be available after age sixty-seven (67) for the remainder of the retiree's life.

**14. RETIREMENT**

Each qualified Administrator is provided a retirement benefit through the Wisconsin Retirement System (WRS). The Board of Education contributes to the Administrators’ WRS as required by law. The Administrator will pay the employee share to the WRS.

**15. RESIGNATION**

Employee resignations must be in writing. The employee must provide a minimum notice of ten (10) work days prior to the effective date of the resignation. A resignation received less than ten (10) days will result in a cost of \$200/day for each day less than ten (10).

**16. VANDALISM INSURANCE**

The Neenah Joint School District will provide the Administrator group with up to a maximum of \$2,000 each year during the academic year, to be used for the payment of the uninsured portion of claims resulting from loss, damage or destruction of an employee’s clothing or other personal property while on duty in a school or on the school premises, as a result of vandalism prank, assault or theft. Claims should be submitted to the Assistant District Administrator of Human Resources and Central Services and payment of individual claims will be authorized after June 30 of each year. The fund will be distributed on a prorated and percentage basis relative to the total number and dollar amount of claims.

**17. CERTIFICATION**

The Administrator shall furnish through the life of their contract, a valid and appropriate certificate as required by the Department of Public Instruction to act as Administrator in the State of Wisconsin as directed by the Board; and that the Administrator hereby agrees to devote time, skills, labor and attention to the Administrator's employment.

**18. SALARY**

The annual salary shall be paid in equal installments in accordance with the rules of the Board governing payment of all other professional staff members in the District. The Board may adjust the annual salary of the Administrator during the term of the individual contract pursuant to a merit increase plan adopted by the Board. No salary adjustment shall be made during the term of this contract which would reduce the annual salary unless such decrease is part of the uniform plan affecting salaries of all employees of the School District and/or as applicable to a change in assignment. The District Administrator has the authority to assign, change, and/or transfer Administrators within the Neenah Joint School District to address district needs as determined by the District.

**This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The Neenah Joint School District Board of Education reserves the right to add, delete or change any or all of the above benefits as it feels necessary for the good of Neenah Joint School District.**

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## NEENAH JOINT SCHOOL DISTRICT

### Exempt Employee Policy Manual

July 1, 2012

This Employee Policy Manual is a summary of some of the employment policies, procedures, rules and regulations of the Board of Education for the Neenah Joint 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 Manual. However, if there are questions regarding the Manual, or matters that are not covered, they should be directed to the Assistant District Administrator of Human Resources/Central Resources or the direct supervisor.

This Employee Policy Manual has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, expressed or implied. Nothing in this document is intended to create an employment contract, implied or otherwise. All of the District's employees are employed "at-will," and employment is not for any definite period, unless otherwise set forth in writing by contract or by statute. The Neenah Joint School District Board of Education reserves the right to add, delete or change any or all of the below benefits as it feels necessary for the good of Neenah Joint School District.

#### 1. EXEMPT PERSONNEL POSITIONS

Activities Director  
Computer Systems Coordinator  
Supervisor of Accounting  
Neenah High School Operations Manager  
Student Database Manager  
Administrative Assistant to District Administrator  
Administrative Assistant to Assistant District Administrators of Elem. & Sec. Learning & Leadership  
Administrative Assistant to Assistant District Administrator of Human Resources and Central Services  
Payroll/Benefits Coordinator  
Payroll/Benefits Assistant Coordinator  
Facilities Coordinator

#### 2. PAY POLICY

**Pay Days:** All employees will be paid two (2) times a month. Employees will be paid on the 5<sup>th</sup> and 20<sup>th</sup> for each month of work.

**Direct Deposit:** All employees will have their paychecks directly deposited into their bank account. In general, deposits are made available in the employee's account the morning of the designated payday.

#### 3. HOURS OF WORK

Exempt employees are twelve (12) month employees.

All exempt employees, other than the Activities Director, Computer Systems Coordinator, Supervisor of Accounting, and Neenah High School Operations Manager, will be scheduled to work seven and one-half (7.5) hours per day.

**Inclement Weather:** In the event that school is cancelled due to inclement weather, all exempt personnel should report to work as soon as possible.



**Overtime:** One and one-half times an employee's regular rate of pay will be paid for all hours worked in excess of forty (40) actual work hours per week. This does not include vacation days, personal leave, sick leave or non-actual work days within the week. Only actual hours of work will be included. One and one-half times the employee's regular rate of pay shall be paid for all hours worked on Sundays. Two times the employee's regular rate of pay shall be paid on holidays plus their holiday pay if eligible to receive such pay. Overtime cards must be submitted within two weeks of work being completed. Overtime must be preapproved.

#### 4. PHYSICAL EXAMINATIONS AND SKIN TUBERCULIN TEST

- A. As a condition of employment, employees will be required to furnish evidence of a physical examination and skin tuberculin test in accordance with the Board of Education requirements.
- B. The physical examination must be performed by a licensed practitioner and the result recorded on the standard form furnished by the Board of Education. This evidence must be submitted to the District Administrator before the effective date of employment. Upon receipt of this evidence, the Board of Education will pay for the physical examination and skin test as required by the Board.
- C. A physical examination and skin tuberculin test taken within ninety (90) calendar days immediately preceding the effective date of the original hire of the employee will be accepted for meeting this requirement if the examination is consistent with the Board of Education requirements.
- D. A special examination may be requested by the Administration whenever an employee shows obvious signs of physical or mental health issues that affect his or her work performance. The employee shall be notified of the reason for the special examination and such examination will be arranged for and paid for by the Board of Education.

#### 5. ABSENCES/LEAVES

**Sick Leave:** All Exempt employees will be allocated twelve (12) days a year that can accumulate up to sixty (60) days. An employee with more than sixty (60) days will not receive additional sick leave until their sick leave account is below sixty. Sick leave days are allocated annually on July 1. Sick leave may apply for the individual Exempt employee, their child, spouse, parent or registered domestic partner. The Board reserves the right to request a medical note for any absence.

**Death in the Immediate Family:** In the instance of a death in the immediate family, the term "Immediate family" is limited to father, mother, sister, brother, husband, wife, registered domestic partner, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, grandparents-in-law and any person whether related by blood or not to whom such employee stood in a mutually acknowledged relation of parent or child. A total of three (3) days will be permitted for absence due to each death of members of the immediate family. Upon request, up to an additional two (2) days beyond the three (3) may be granted by the Assistant District Administrator of Human Resources & Central Services. Also upon request, the Assistant District Administrator of Human Resources & Central Services may grant leave time for the death of an aunt, uncle, niece, nephew, aunt-in-law, uncle-in-law, or person who is a close friend or with whom a dwelling is shared. Additional funeral leave or requested days will come out of sick leave.

**Personal Leave:** All employees will be provided with one (1) day of personal leave per school year. Employees will not be required to provide a reason for their personal leave request; however, the request should be for a personal, pressing reason that cannot be addressed outside of the work day. Employees with ten (10) years of experience or more in the District may request a second personal leave day, however, they must state the reason, which must be for a personal pressing reason requiring an absence from work. Personal leave for employees with ten (10) years experience will be deducted from the employee's sick leave account affecting eligibility towards perfect attendance. A personal leave day may not be utilized to extend a holiday or vacation. The District requires a ten (10) day notice for a personal leave request. In the event of an



emergency (i.e. airline cancellation, vehicle break down) the District may waive the ten (10) day notice requirement.

**Leave of Absence:**

- A. The employee must request a leave of absence in writing to the Board of Education. A leave of absence may not exceed twelve (12) calendar months. A leave of absence will begin and end on the dates approved by the Board.
- B. Board of Education participation in fringe benefits will be discontinued during leaves of absence. The employee may remain a member of the group insurance plans; however, he/she must pay the premiums to the School District during the leave of absence.
- C. Sick leave will not accrue during a leave of absence; however accumulated sick leave at time of leave of absence will be reinstated upon return.

**Vacation:** Vacation is allowed for all exempt personnel employed on a twelve month basis:

- Two (2) weeks after one (1) year of service.
- Three (3) weeks after five (5) years of service.
- Four (4) weeks after ten (10) years of service.
- Five (5) weeks after fifteen (15) years of service.
- Six (6) weeks after twenty-five (25) years of service.

Vacation allowance is to be used within the year subsequent to the year in which it was earned. Any vacation days not used within the year will be forfeited unless written permission from the Assistant District Administrator of Human Resources and Central Services is granted to carry vacation days into the next anniversary year.

The District will allow up to five (5) days of unused vacation to be carried over into the new year, provided the employee has requested and received written permission from the Assistant District Administrator of Human Resources & Central Services.

The District will pay up to five (5) days of vacation upon resignation or retirement.

**6. INSURANCE AND OTHER FRINGE BENEFITS**

**Military Duty:** The Board will continue to provide health insurance while an employee is on active military assignment.

**Life Insurance:** The Board will provide term life insurance in an amount equal to *one* time (1x) the individual's salary. The Board will pay one hundred percent (100%) of the premium for the insurance from the first day of employment. The Board will offer a buy-up optional life insurance option at 100% of the employee's expense

**Short-Term Disability Insurance:** The Board will offer a short-term disability policy at 100% of the employee's expense.

**Long-Term Disability Insurance:** The Board will offer long-term disability insurance at ninety percent (90%) benefit level following a total disability waiting period of ninety (90) calendar days.

**Health / Dental / Prescription Drug Insurance:** The Board will offer coverage for health and prescription drug/dental plan. Any specification/benefit changes for active employee shall also automatically apply to retirees.



**OPTION A:** Effective January 1, 2013, the Board will offer a High Deductible Health Plan (HDHP) / Health Savings Account (HSA) with a 0% premium contribution by the employee. The 0% premium employee contribution HDHP / HSA will have a \$2500 (single plan) maximum out-of-pocket deductible and a \$5,000 (family plan) maximum out-of-pocket deductible. The Board will not contribute toward a 0% employee premium HDHP / HSA. The employee may contribute up to \$6,250 for a family plan or \$3,100 for a single plan.

**OPTION B:** Effective January 1, 2013, the Board will offer a High Deductible Health Plan (HDHP) / Health Savings Account (HSA). The Board will contribute \$1,000 (single plan) with \$1,500 maximum out-of-pocket deductible and \$2,000 (family plan) with a \$3,000 maximum out-of-pocket deductible. The Board will pay 87.4% of the lower cost (Network/United) Dual Choice HDHP/ HSA option with the employee paying the difference between the lower and higher cost option and the 12.6% premium contribution. The employee may contribute an additional \$4,250 for a family plan or contribute an additional \$2,100 for a single plan.

**OPTION C:** Effective January 1, 2013, the employee may elect a Dual Choice (Network or United) point-of-service (POS) health care plan. Employees electing the higher cost POS (Network or United) health plan will pay the difference in cost between the lower cost (Network/United) HDHP / HSA plan (Option B) option and the 12.6% premium contribution.

**OPTION D:** Voluntary Health Insurance Buyout. In exchange for relinquishing their participation in the District's health and prescription drug/dental plans, the District will pay directly to an employee \$2,000 for relinquishing a family health dental plan (must show compliance with law regarding access to other insurance). This payment will be made over the course of the employee's annual pay periods and will be subject to payroll tax withholding. This voluntary program will be offered on an annual basis at the District's discretion. This benefit does not apply to two (2) employees of the NJSD who qualify for one (1) health care plan.

**Dental Insurance:** The Board will provide group insurance coverage in a dental insurance plan. The Board will pay 87.4% of the required premium.

**Vision Insurance:** The Board will offer vision insurance at 100% of the employee's expense.

**Workers' Compensation:** The Board will provide Workers' Compensation. The Board will follow the rules and provisions enumerated in the Workers' Compensation Act of Wisconsin.

**Tax-Sheltered Annuity Program:** A tax-sheltered annuity program will be available to employees in accordance with the NJSD administrative policies governing the 403(b) and a 457 plan.

**125 C Flexible Spending Account:** The Section 125C plan is a pre-tax, payroll deduction account that allows the employee to set aside up to \$5,000 for dependent, child or adult care and up to \$2,500 for additional medical, dental or vision expenses not covered by insurance. An annual election is made with a January 1 through December 31 benefit period. Claims can be made during the benefit year and up to ninety (90) days after for expenses paid by the individual during the previous calendar year. The health care portion of this benefit is not available for employees who elect a High Deductible Health Plan (HDHP)/ Health Savings Account (HSA) option.

## 7. DRUG AND ALCOHOL FREE WORKPLACE

**Policy:** It is the policy of the District to provide a drug-free workplace for all of its employees. The District requires that employees neither use, possess, sell, exchange, nor be under the influence of drugs, intoxicants, alcohol, narcotics or any other controlled substance(s) in the workplace and that a zero tolerance standard shall prevail in the workplace. The District recognizes the importance of maintaining a safe, efficient and healthful workplace, as well as the social responsibility to provide assistance to its employees to the extent possible. Therefore, employees are required to report to work free from any alcohol or controlled substances.

**Opportunity for Assistance:** The District encourages any employee with a drug and/or alcohol problem to seek professional assistance before such problem becomes a workplace issue. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request



approval to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all District policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause any undue hardship to the District.

**Drug and/or Alcohol Testing:** Although the District has no intention of requiring regular drug or alcohol tests of its employees, the District reserves the right to require an employee to submit samples (such as hair, urine and/or blood) to test for the presence of drugs or alcohol if the District determines that there is reasonable suspicion that the employee is under the influence of drugs or alcohol or has otherwise violated this policy. All testing will be done in a fair and respectful manner and in accordance with any applicable federal, state, or local laws. An employee's refusal to take the test, or an employee's delay in taking the test is grounds for termination from employment.

**8. PERFECT ATTENDANCE**

Any employee with perfect attendance during the school year will receive \$200.00 or a floating holiday during the subsequent school year. A floating holiday will not count against perfect attendance.

**9. HOLIDAYS**

To be eligible to receive a paid holiday, the employee must work their regular scheduled work day and/or be on a preapproved vacation day immediately preceding and following the holiday. Holidays falling on a Saturday or Sunday shall be observed on the Friday before or Monday after the holiday unless school is in session.

A. The Board will pay all twelve (12) month employees for the following ten (10) holidays:

- New Year's Day
- Independence Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas

Three (3) floating holidays to be designated annually by the District Administrator

B. An employee on Federal Family Medical Leave during a holiday will not be paid for the holiday.

**10. JURY DUTY**

Employees required to serve jury duty shall be paid, by the employer, the difference between jury duty pay (less mileage) and their regular pay for each day they are required to serve. The employee is required to remit any pay received by a Wisconsin Court for jury duty.

**11. PROFESSIONAL LEARNING**

The Board will support and provide professional learning opportunities.

**12. MILEAGE**

Maximum allowable IRS per mile rate, in effect July 1, for those employees required to use their personal vehicles for school business. In addition, the following positions will receive an annual mileage stipend, in lieu of mileage reimbursement, for in district travel:

Activity Director	\$1,000.00
Computer Systems Coordinator	\$ 550.00
Neenah High School Operations Manager	\$ 125.00

**13. POST EMPLOYMENT BENEFITS – TO BE DETERMINED.**

A requirement to qualify for a retirement benefit would be that the employee “retire” in order to receive the retirement benefits. An employee less than full-time will have the percent of their work assignment prorated for calculating retirement.

**Group Life Insurance Coverage:** Employees are eligible to continue in the group life insurance program. The group life insurance is available to employees at the 100% employee cost. The plan provides for a twenty-five (25%) reduction in coverage at age sixty-five (65), fifty percent (50%) at age sixty-six (66), and seventy-five (75%) at age sixty-seven (67). Twenty-five (25%) percent of the insured amount in place at the time of early retirement will be available after age sixty-seven (67) for the remainder of the retiree's life.

**14. RETIREMENT**

Each qualified staff member is provided a retirement benefit through the Wisconsin Retirement System (WRS). The Board of Education contributes to the staff member's WRS as required by law. The staff member will pay the employee share to the WRS.

**15. RESIGNATION**

The employee must provide in writing a minimum notice of ten (10) work days prior to the effective date of the resignation. A resignation received less than ten (10) days will result in a cost of \$100/day for each day less than ten (10).

**16. VANDALISM INSURANCE**

The Neenah Joint School District will provide the Exempt staff group with up to a maximum of \$2,000 each year during the academic year, to be used for the payment of the uninsured portion of claims resulting from loss, damage or destruction of an employee's clothing or other personal property while on duty in a school or on the school premises, as a result of vandalism prank, assault or theft. Claims should be submitted to the Assistant District Administrator of Human Resources and Central Services and payment of individual claims will be authorized after June 30 of each year. The fund will be distributed on a prorated and percentage basis relative to the total number and dollar amount of claims.

This document does not create an employment contract, implied or otherwise, other than an “at will” employment relationship. The Neenah Joint School District Board of Education reserves the right to add, delete or change any or all of the above benefits as it feels necessary for the good of Neenah Joint School District.



## NEENAH JOINT SCHOOL DISTRICT

### Support Staff Employee Policy Manual

July 1, 2012

This Employee Policy Manual is a summary of some of the employment policies, procedures, rules and regulations of the Board of Education for the Neenah Joint 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 the employee questions will be answered in this Manual. However, if there are questions regarding the Manual, or matters that are not covered they should be directed to the Assistant District Administrator of Human Resources / Central Services or your direct supervisor.

The Employee Policy Manual has been prepared for informational purposes only. None of the statements, policies, procedures, rules or regulations contained herein constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, expressed or implied. Nothing in this document is intended to create an employment contract, implied or otherwise. All of the District's employees are employed "at-will" and employment is not for any definite period, unless otherwise set forth in writing by contract or by statute. The Neenah Joint School District Board of Education reserves the right to add, delete or change any or all of the below benefits as it feels necessary for the good of the Neenah Joint School District.

#### 1. PERSONNEL POSITIONS

Educational Assistants  
Maintenance  
Administrative Assistants  
Operations  
Technicians

#### 2. PAY POLICY

**Pay Days:** All employees will be paid two (2) times a month. Employees will be paid on the 5<sup>th</sup> and 20<sup>th</sup> for each month of work.

**Direct Deposit:** All employees will have their paychecks directly deposited into their bank account. In general, deposits are made available in the employee's account the morning of the designated payday.

#### 3. HOURS OF WORK

All employees are entitled to a minimum of one-half hour duty free lunch period without pay with the exception of those employees whose work schedule requires a twenty minute paid lunch period. Employees may also be provided with a one hour duty free lunch period without pay depending on the needs of the District as long as the employee's regularly scheduled hours of work are not reduced. The District will determine the work days required for educational assistants on In-service and Parent Teacher Conference days.

**Shift Differential:** Whenever 50% or more of an employee's scheduled work time falls between 3:00 p.m. and 11:00 p.m., that employee will receive a shift differential of \$.50 per hour for those hours worked after 3:00 p.m. Whenever 50% or more of an employee's scheduled work time falls between 11:00 p.m. and 7:00 a.m., that employee will receive a shift differential of \$.60 per hour for those hours worked after 11:00 p.m.



**Overtime:** One and one-half times an employee's regular rate of pay will be paid for all hours worked in excess of forty (40) actual work hours per week. This does not include vacation days, personal leave, sick leave or non-actual work days within the week. Only actual hours of work will be included. One and one-half times the employee's regular rate of pay shall be paid for all hours worked on Sundays. Two times the employee's regular rate of pay shall be paid on holidays plus their holiday pay if eligible to receive such pay. Overtime cards must be submitted within two weeks of work being completed. Overtime must be preapproved.

**Inclement Weather:** In the event that school is cancelled due to inclement weather, all Operations and Maintenance employees must report to work. All other support staff are not required to report to work. The 2012-13 calendar outlines inclement work day revised work schedules.

**Temporary Rate Assignment:**

A. When an employee is required to substitute or take a temporary job involving fifty (50%) percent or more of another employee's work responsibility, as defined in the job description, the employee will receive fifty cents (\$.50) per hour for each higher pay grade for which they are substituting, or their regular rate of pay if the temporary assignment is within their regular pay grade, after serving five (5) consecutive working days in the temporary job. In the event a temporary rate of pay is required, the payment shall be retroactive to the first date of the temporary assignment.

B. In the event an employee is required to temporarily assume 50% or more of the duties of another employee for a period of time, the Assistant District Administrator of Human Resources and Central Services and the employee will meet to discuss an appropriate amount of compensation for that specific situation. The Director of Human Resources and Central Services will determine the amount of compensation to be paid.

**Call-in Pay:** The District has a right and a responsibility to call-in employees to complete work assignments. In the event an employee is called in for work which is outside of his / her normal work schedule, he / she will be paid on a call-time allowance of a minimum of two hours at time and one-half. Call-in pay shall not apply to 11, 10 or 9 month employees who are requested to work during the summer due to the needs of the District.

A. Call-in time as provided in this paragraph shall not apply when an employee is notified prior to leaving the work site. The employee will receive a minimum of one hour of paid work at time and one-half.

B. Call-in time shall not be included as time worked in computing the weekly hours.

C. Employees who are called in to work prior to their regular starting time shall not be sent home before the end of their normal shift in order to circumvent the payment of overtime.

**Summer School:** The wages paid to Special Education educational assistants shall be \$11.70 per hour (consortium rate of pay).

**4. PHYSICAL EXAMINATIONS AND SKIN TUBERCULIN TEST**

A. As a condition of employment, employees will be required to furnish evidence of a physical examination and skin tuberculin test in accordance with the Board of Education requirements.

B. The physical examination must be performed by a licensed practitioner and the result recorded on the standard form furnished by the Board of Education. This evidence must be submitted to the District Administrator before the effective date of employment. Upon receipt of this evidence, the Board of Education will pay for the physical examination and skin test as required by the Board.



- C. A physical examination and skin tuberculin test taken within ninety (90) calendar days immediately preceding the effective date of the original hire of the employee will be accepted for meeting this requirement if the examination is consistent with the Board of Education requirements.
- D. A special examination may be requested by the Administration whenever an employee shows obvious signs of physical or mental health issues that affect his or her work performance. The employee shall be notified of the reason for the special examination and such examination will be arranged for and paid for by the Board of Education.

## 5. ABSENCES / LEAVES

### Sick Leave:

- A. Twelve (12) month employees will be allocated twelve (12) days a year that can accumulate up to sixty (60) days. An employee with more than sixty (60) days will not receive additional sick leave until their sick leave account is below sixty (60). Sick leave days are allocated annually on July 1.
- B. Ten (10) month employees will be allocated ten (10) days a year that can accumulate up to sixty (60) days. An employee with more than sixty (60) days will not receive additional sick leave until their sick leave account is below sixty (60). Sick leave days are allocated annually on July 1.
- C. Nine (9) month employees will be allocated nine (9) days a year that can accumulate up to sixty (60) days. An employee with more than sixty (60) days will not receive additional sick leave until their sick leave account is below sixty (60). Sick leave days are allocated annually on July 1.
- D. Sick leave may apply for the individual employee, their child, spouse, parent or registered domestic partner. The Board reserves the right to request a medical note for any absence.

**Death in the Immediate Family:** In the instance of a death in the immediate family, the term "Immediate family" is limited to father, mother, sister, brother, husband, wife, registered domestic partner, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, grandparents-in-law and any person whether related by blood or not to whom such employee stood in a mutually acknowledged relation of parent or child. A total of three (3) days will be permitted for absence due to each death of members of the immediate family. Upon request, up to an additional two (2) days beyond the three (3) may be granted by the Assistant District Administrator of Human Resources & Central Services. Also upon request, the Assistant District Administrator of Human Resources & Central Services may grant leave time for the death of an aunt, uncle, niece, nephew, aunt-in-law, uncle-in-law, or person who is a close friend or with whom a dwelling is shared. Additional funeral leave or requested days will come out of sick leave.

**Personal Leave:** All employees will be provided with one (1) day of personal leave per school year. Employees will not be required to provide a reason for their personal leave request; however, the request should be for a personal, pressing reason that cannot be addressed outside of the work day. Employees with ten (10) years of experience or more in the District may request a second personal leave day, however, they must state the reason, which must be for a personal pressing reason requiring an absence from work. Personal leave for employees with ten (10) years experience will be deducted from the employee's sick leave account affecting eligibility towards perfect attendance. A personal leave day may not be utilized to extend a holiday or vacation. The District requires a ten (10) day notice for a personal leave request. In the event of an emergency (i.e. airline cancellation, vehicle break down) the District may waive the ten (10) day notice requirement.



**Leave of Absence:**

- A. The employee must request a leave of absence in writing to the Board of Education. A leave of absence may not exceed twelve (12) calendar months. A leave of absence will begin and end on the dates approved by the Board.
- B. Employee participation in fringe benefits will be discontinued during a leave of absence. The employee may remain a member of the group insurance plans; however, he/she must pay the premiums to the District during the leave of absence.
- C. Sick leave will not accrue during a leave of absence; however, accumulated sick leave at time of leave of absence will be reinstated upon return.

**Vacation**

- A. Vacation is allowed for all employees employed on a 12 month basis; two (2) weeks after one (1) year of service; three (3) weeks after five (5) years of service; four (4) weeks after twelve (12) years of service; five (5) weeks after eighteen years of service. Employees who commenced employment prior to September 7, 1988 shall be entitled to six (6) weeks vacation after twenty-five (25) years of service.
- B. The District will allow up to five (5) days of unused vacation to be carried over into the new year, provided the employee has requested and received written permission from the Assistant District Administrator of Human Resources & Central Services.
- C. The District will pay up to five (5) days of vacation upon resignation or retirement.
- D. Vacation requests should be made fourteen (14) calendar days in advance. Vacation requests will not be honored if made less than five (5) calendar days in advance, unless approval is granted by the Assistant District Administrator of Human Resources & Central Services.
- E. Half-day vacation requests may only be granted by the Assistant District Administrator of Human Resources & Central Services.
- F. Building level twelve (12) month employees with eight (8) years of service or more will be granted up to one week of vacation (5 days) when school is in regular session (teachers and / or students are required to be on duty) and when such time can be approved by the principal without overtime being utilized.

**6. INSURANCE AND OTHER FRINGE BENEFITS**

**Military Duty:** The Board of Education will continue to provide health insurance while an employee is on active military assignment.

**Part-time Employees:** Employees who are employed a minimum of four (4) hours a day, but less than seven and one-half (7.5) hours a day will pay a prorated share of their health care plan in addition to the appropriate premium share.

**Life Insurance:** The Board will provide term life insurance in an amount equal to one time (1x) the individual's salary. The Board will pay one hundred percent (100%) of the premium from the first day of employment. The Board will offer a buy-up optional life insurance option at 100% of the employee's expense.

**Short-Term Disability Insurance:** The Board will offer a short-term disability policy at 100% of the employee's expense.



**Long-Term Disability Insurance:** The Board will offer long-term disability insurance at ninety percent (90%) benefit level following a total disability waiting period of ninety (90) calendar days.

**Health / Dental / Prescription Drug Insurance:** The Board will offer coverage for health and prescription drug/dental plan. Any specification/benefit changes for active employees shall also automatically apply to retirees.

**OPTION A:** Effective January 1, 2013, the Board will offer a High Deductible Health Plan (HDHP) / Health Savings Account (HSA) with a 0% premium contribution by the employee. The 0% premium employee contribution HDHP / HSA will have a \$2500 (single plan) maximum out-of-pocket deductible and a \$5,000 (family plan) maximum out-of-pocket deductible. The Board will not contribute toward a 0% employee premium HDHP / HSA. The employee may contribute up to \$6,250 for a family plan or \$3,100 for a single plan.

**OPTION B:** Effective January 1, 2013, the Board will offer a High Deductible Health Plan (HDHP) / Health Savings Account (HSA). The Board will contribute \$1,000 (single plan) with \$1,500 maximum out-of-pocket deductible and \$2,000 (family plan) with a \$3,000 maximum out-of-pocket deductible. The Board will pay 87.4% of the lower cost (Network/United) Dual Choice HDHP/ HSA option with the employee paying the difference between the lower and higher cost option and the 12.6% premium contribution. The employee may contribute an additional \$4,250 for a family plan or contribute an additional \$2,100 for a single plan.

**OPTION C:** Effective January 1, 2013, the employee may elect a Dual Choice (Network or United) point-of-service (POS) health care plan. Employees electing the higher cost POS (Network or United) health plan will pay the difference in cost between the lower cost (Network/United) HDHP / HSA plan (Option B) option and the 12.6% premium contribution.

**OPTION D:** Voluntary Health Insurance Buyout. In exchange for relinquishing their participation in the District's health and prescription drug/dental plans, the District will pay directly to an employee \$2,000 for relinquishing a family health dental plan (must show compliance with law regarding access to other insurance). This payment will be made over the course of the employee's annual pay periods and will be subject to payroll tax withholding. This voluntary program will be offered on an annual basis at the District's discretion. This benefit does not apply to two (2) employees of the NJSD who qualify for one (1) health care plan.

**Dental Insurance:** The Board will provide group insurance coverage in a dental insurance plan. The Board will pay 87.4% of the required premium.

**Vision Insurance:** The Board will offer vision insurance at 100% of the employee's expense.

**Workers' Compensation:** The Board will provide Workers' Compensation. The Board will follow the rules and provisions enumerated in the Workers' Compensation Act of Wisconsin.

**Tax-Sheltered Annuity Program:** A tax-sheltered annuity program will be available to employees in accordance with the NJSD administrative policies governing the 403(b) and a 457 plan.

**125 C Flexible Spending Account:** The Section 125C plan is a pre-tax, payroll deduction account that allows the employee to set aside up to \$5,000 for dependent, child or adult care and up to \$2,500 for additional medical, dental or vision expenses not covered by insurance. An annual election is made with a January 1 through December 31 benefit period. Claims can be made during the benefit year and up to ninety (90) days after for expenses paid by the individual during the previous calendar year. The health care portion of this benefit is not available for employees who elect a High Deductible Health Plan (HDHP)/ Health Savings Account (HSA) option.



## 7. DRUG AND ALCOHOL FREE WORKPLACE

**Policy:** It is the policy of the District to provide a drug-free workplace for all of its employees. The District requires that employees neither use, possess, sell, exchange, nor be under the influence of drugs, intoxicants, alcohol, narcotics or any other controlled substance(s) in the workplace and that a zero tolerance standard shall prevail in the workplace. The District recognizes the importance of maintaining a safe, efficient and healthful workplace, as well as the social responsibility to provide assistance to its employees to the extent possible. Therefore, employees are required to report to work free from any alcohol or controlled substances.

**Opportunity for Assistance:** The District encourages any employee with a drug and/or alcohol problem to seek professional assistance before such problem becomes a workplace issue. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all District policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause any undue hardship to the District.

**Drug and/or Alcohol Testing:** Although the District has no intention of requiring regular drug or alcohol tests of its employees, the District reserves the right to require an employee to submit samples (such as hair, urine and/or blood) to test for the presence of drugs or alcohol if the District determines that there is reasonable suspicion that the employee is under the influence of drugs or alcohol or has otherwise violated this policy. All testing will be done in a fair and respectful manner and in accordance with any applicable federal, state, or local laws. An employee's refusal to take the test, or an employee's delay in taking the test is grounds for termination from employment.

## 8. PERFECT ATTENDANCE

Any employee with perfect attendance during the school year will receive \$150.00 or a floating holiday during the subsequent school year. A floating holiday will not count against perfect attendance.

## 9. HOLIDAYS

To be eligible to receive a paid holiday, the employee must work their regular scheduled work day and/or be on a preapproved vacation day immediately preceding and following the holiday. Holidays falling on a Saturday or Sunday shall be observed on the Friday before or Monday after the holiday unless school is in session.

A. The Board will pay all twelve (12) month employees for the following holidays:

- New Year's Day
- Independence Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas
- Three (3) floating holidays to be designated annually by the District Administrator



B. The Board will pay all nine (9) and ten (10) month employees for the following holidays:

- Memorial Day
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving

C. An employee on Federal Family Medical Leave during a holiday will not be paid for the holiday.

#### 10. JURY DUTY

Employees required to serve jury duty shall be paid, by the employer, the difference between jury duty pay (less mileage) and their regular pay for each day they are required to serve. The employee is required to remit any pay received by a Wisconsin Court for jury duty.

#### 11. PROFESSIONAL LEARNING

The Board will support and provide professional learning opportunities.

#### 12. MILEAGE

The Board will pay:

- A. The IRS rate for approved out of District travel.
- B. The IRS rate to staff required to travel between buildings as part of their work assignment (per District schedule). Staff must submit a request for travel reimbursement.

#### 13. POST EMPLOYMENT BENEFITS – TO BE DETERMINED

A requirement to qualify for a retirement benefit would be that the employee “retire” in order to receive the retirement benefits. An employee less than full time will have the percent of their work assignment prorated for calculating retirement.

**Group Life Insurance Coverage:** Employees are eligible to continue in the group life insurance program. The group life insurance is available to employees at the 100% employee cost. The plan provides for a twenty-five (25%) reduction in coverage at age sixty-five (65), fifty percent (50%) at age sixty-six (66), and seventy-five (75%) at age sixty-seven (67). Twenty-five (25%) percent of the insured amount in place at the time of early retirement will be available after age sixty-seven (67) for the remainder of the retiree's life.

#### 14. RETIREMENT

Each qualified staff member is provided a retirement benefit through the Wisconsin Retirement System (WRS). The Board of Education contributes to the staff member's WRS as required by law. The staff member will pay the employee share to the WRS.



## 15. RESIGNATION

Employee resignations must be in writing. The employee must provide a minimum notice of ten (10) work days prior to the effective date of the resignation. A resignation received less than ten (10) days will result in a cost of \$100 / day for each day less than ten (10). A resignation received in July and / or August will result in the school year employee reimbursing the District for the cost of the employee's health insurance for the month(s).

## 16. VANDALISM INSURANCE

The Neenah Joint School District will provide the entire support staff group with up to a maximum of \$2,000 each year during the academic year, to be used for the payment of the uninsured portion of claims resulting from loss, damage or destruction of an employee's clothing or other personal property while on duty in a school or on the school premises, as a result of vandalism prank, assault or theft. Claims should be submitted to the Assistant District Administrator of Human Resources and Central Services and payment of individual claims will be authorized after June 30 of each year. The fund will be distributed on a prorated and percentage basis relative to the total number and dollar amount of claims.

## 17. GRIEVANCE PROCEDURE

### Definitions:

- A. 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. No grievance shall be processed under this policy unless it is in writing and contains all of the following:
- 1) the name and position of the grievant;
  - 2) a clear and concise statement of the grievance;
  - 3) the issue involved;
  - 4) the relief sought;
  - 5) the date the incident or alleged violation took place;
  - 6) the specific section of the Policy Manual or workplace safety rule alleged to have been violated;
  - 7) the signature of the grievant and the date.
- B. The term "days" means work days, other than weekends and holidays. 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.
- C. A "grievant" is a school district employee.
- D. "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 accident risk.
- E. "Discipline" means oral reprimands (where a written record of the reprimand is placed in the employee's file); written reprimands, suspension and/or demotion. Discipline does not include performance reviews, work plans or corrective actions that do not include a reprimand or other adverse employment action.
- F. "Termination" means discharge from employment for disciplinary reasons. Non-renewals and layoffs (reduction in force) are not considered terminations and are not subject to this procedure.



**Procedures:**

**Step One**

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 Personnel Office.

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

**Step Two**

If the grievance is not satisfactorily resolved at Step One, it may be submitted by the grievant to the District Administrator within five (5) days after having received the answer in Step One. 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 in 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.

**Step Three**

Upon the written request of the grievant in response to an adverse decision, the decision at Step Two may be appealed by a written statement particularly describing the reason for appeal. If the decision at Step Two 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 who shall determine whether the matter should be processed further. If the Step Two 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 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 otherwise modify the express terms of School Board policy.

**Step Four**

Either party may appeal an adverse determination at Step Three to the Board of Education, by filing written notice appealing the decision of the IHO in the District Personnel Office 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. The Board will vote in closed session unless the Board receives a request from the employee for the vote to take place in open session. The Board must receive the request to vote in open session as part of their request for



the Step Four grievance. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence and testimony produced at the hearing before the IHO. A simple majority vote of the Board membership shall decide the appeal within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding on all parties.

**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 shall cause the grievance to move automatically to the next step in the procedure. 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 discuss matters of concern with Administration. Matters not subject to the grievance procedure that are raised by employees shall be considered by the administration which has final authority, subject to any applicable School Board policy or directive, to resolve the matter.

**This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The Neenah Joint School District Board of Education reserves the right to add, delete or change any or all of the above benefits as it feels necessary for the good of Neenah Joint School District.**