

SCHOOL DISTRICT OF WHITEFISH BAY  
1200 EAST FAIRMOUNT AVENUE  
WHITEFISH BAY, WISCONSIN 53217

**The Whitefish Bay School District**



**An Exceptional Place To Learn**

SUPPORT STAFF  
EMPLOYMENT PROVISIONS

2012-13

## I. INTRODUCTION

This handbook has been prepared for informational purposes only. None of the provisions contained herein constitute a guarantee of any rights or benefits expressed or implied. The provisions set forth in this handbook may be altered, modified, changed, or eliminated at any time by the School Board at its sole discretion with or without notice. This handbook supersedes any and all previous handbooks, statements, policies, procedures, rules or regulations given to administrators, whether verbal or written.

For the purpose of this handbook, the term "Support Staff" (hereinafter "employee") shall apply to the following personnel:

- Director of Buildings and Grounds
- Director of Recreation & Community Education
- Recreation Supervisor
- Psychologists
- Social Worker
- District Accountant
- Technology Specialists
- Director of Technology
- Coordinator of Data Management

In accordance with School Board Policy 511, the School District of Whitefish Bay does not discriminate on the basis of age, sex, national origin, ancestry, creed, religion, marital status, sexual orientation, disability, race, color, arrest record or conviction record, or for any other reason prohibited by state and federal laws.

## II. INSURANCE

### HEALTH INSURANCE

The district will pay 92% of the health insurance premium for those employees who are employed a minimum of 190 days, or on a pro-rata basis for part-time employees.

Upon initial employment, the employee is eligible to participate in the group health insurance plan available. Open enrollment for that employee (and his/her family) exists only at the time of employment. If you decline coverage when you are initially eligible, your ability to enroll at a later date will be seriously affected unless your late enrollment request involves "Loss of Other Health Coverage" or adding "New Dependents." If the above two circumstances do not apply, you and your eligible dependents will be required to exhaust a 12-month waiting period following your late enrollment application before your coverage is effective. Also, if the employee or any dependent of the employee is disabled at the time of change, it must be noted on the new enrollment form and the new carrier is not obligated to cover that person.

There is one exception to the conditions stated above. If an employee has a spouse whose coverage includes the employee, that employee may elect to receive cash in lieu of health insurance. This benefit is available to full-time employees only. The amount will be the same as the district contributes toward a single premium per month, or \$726.06 per month, whichever is less.

### DENTAL INSURANCE

The district provides dental insurance, either on a single or family basis. The district pays 80% of either the single or family premium (whichever the employee desires) for all full-time employees. The employee must pay the remaining 20%. The portion of the premium paid for part-time employees is on a pro-rata basis.

As with the health insurance, the employee is given the opportunity to participate in the dental insurance program upon initial employment. Should the employee desire to take the dental insurance at a later date, it is unlikely that the carrier will allow participation without some proof of insurability.

### LONG-TERM DISABILITY

The district provides long-term disability insurance at no cost to all employees. The amount of this disability insurance is 90% of salary. Generally, there is a qualifying period of sixty days of continuous total disability required before benefit payments begin.

If a covered staff member becomes totally disabled by an injury or sickness, the National Insurance Service (NIS) will guarantee the staff member's income up to a maximum of 90%. This monthly benefit is integrated with the staff member's retirement benefits, and/or social security benefits.

If the district is unable to purchase the above described 90% benefit plan, the district may substitute a policy which provides 66-2/3% payment of covered salary to age 70, social security freeze, primary only social security offset and a 25% minimum benefit with either a 60 or 90 day waiting period to be selected by the employee prior to the end of the 60 day waiting period.

### GROUP TERM LIFE INSURANCE

The district provides group term life insurance based upon 100% of the previous calendar year salary rounded to the next higher \$1,000. This coverage is handled through the State of Wisconsin Employee Plan with Minnesota Mutual Life Insurance Company being the insurer. The premium for this policy is based upon age and is paid for by the employee. For all employees, however, the district does pay an additional premium which enables the value of this policy to hold one-fourth of its basic coverage value after retirement as permanent insurance without additional premiums being paid.

The group term life insurance is optional. Generally, the employee is not eligible until he/she has worked for the district for a period of six months. However, if the employee has had six months previous experience in the Wisconsin Retirement System, the waiting period is waived.

The term insurance referred to above is called the "basic coverage." All employees have the opportunity to participate in the "additional life insurance plan" if they are participating in the basic plan. The additional plan allows the employee to purchase an additional policy for up to three units of additional insurance. Each unit is equal to the basic plan amount. The rates are similar to or lower than those provided by the basic rate. The employee pays the entire cost of this additional insurance and it does not have any residual permanent benefits at retirement.

### SPOUSE AND DEPENDENT LIFE INSURANCE

Those employees who have elected to participate in the basic group life insurance program are eligible to participate in a life insurance program which covers their spouse and all their dependents. For a minimal premium, the employee's spouse will be covered for \$7,500 of term life insurance and each dependent will be covered for \$3,750. Two units (i.e., \$15,000 spouse and \$7,500 each dependent) of this coverage may be purchased for twice the premium.

### EMPLOYEE ASSISTANCE PROGRAM

The district will provide an Employee Assistance Program for all employees and their immediate families. The purpose of the program is to provide confidential and free initial assessment and referral services for various personal problems; e.g., family, marital, alcohol, drug, financial, and emotional problems.

The district contracts with Lakeshore Workplace Consultants for this service. Lakeshore Workplace Consultants' counselors are very knowledgeable with area treatment resources and can match specific individual needs with a qualified professional or facility for assistance.

Referrals made by Lakeshore Workplace Consultants will be coordinated, when possible, with the employee's health insurance coverage. They will also help locate affordable community resources for those counseling needs not covered by the employee's insurance plan.

Confidential help is immediately available by calling Lakeshore Workplace Consultants directly at 414-264-4343. Identify yourself as an employee or a family member of an employee of the Whitefish Bay School District and an appointment will be arranged at your earliest convenience.

## III. RETIREMENT CONTRIBUTION

The School Board pays the employer portion of the contracted salary as a contribution to the Wisconsin Retirement System (WRS) at the current rate assessed by the WRS. The employee is responsible for the employee portion.

## IV. PARTICIPATION IN TAX-DEFERRED ANNUITY PROGRAM

Employees may participate in any TSA program with a vendor on the approved list as per policy. A proper salary reduction agreement and other forms must be filed with the business office and may be changed in June and January of each year.

## V. SICK LEAVE

Employees shall be eligible for sick leave due to temporary disability, personal illness, or serious illness in the immediate family. Employees shall be granted twelve (12) days of sick leave per year cumulative to 90 days. When sick leave is used for serious illness in the immediate family, family members included are: husband, wife, children, mother, father, brother, sister, mother-in-law, or father-in-law as otherwise indicated. Sick leave will be pro-rated for support staff contracts less than twelve months.

When sick leave is used for bereavement leave, the definition of immediate family will also include

grandparents and grandchildren.

Once the maximum cumulative days are reached, or if, at the beginning of a contract year, an employee's annual sick leave allotment would permit accumulation above the maximum, sick leave days shall not accumulate until the total number of sick days drops below 90 days.

At the end of five continuous days of sick leave, certification of illness by a physician may be required.

When an employee is eligible for long-term disability benefits according to the option selected, all sick leave payments pursuant to this policy shall cease immediately,

## VI. VACATION

Those employees employed year-round shall be entitled to the following number of vacation days per year:

- A. First and second year - 10 days.
- B. Third, fourth and fifth year - 15 days.
- C. Beginning with sixth year - 20 days.

Support staff who have not used allotted vacation days for that school year will be allowed to carry over days up to the beginning of teachers workshops in August/September. At that point, no more than three carryover days can be extended for use during the ensuing contract year.

## VII. HOLIDAYS

Employees on a twelve-month contract shall be entitled to the following paid holidays\*:

Independence Day  
Labor Day  
Thanksgiving Day  
The day following Thanksgiving  
December 24  
December 25  
The last normal work day before New Year's Day  
New Year's Day  
"Floating Holiday" (Date determined annually)\*\*  
Memorial Day

Those employed for less than twelve months shall be entitled to any of the above holidays that occur within the beginning and ending dates of their contract.

\* When a holiday falls on a Saturday, Friday shall be the day off. When a holiday falls on a Sunday, Monday shall be the day off.

\*\* The floating holiday will be determined prior to July 1 for the following year by the District Administrator and will be a day when classes and other employees are not scheduled.

## VIII. PERSONAL BUSINESS DAYS

Upon the approval of the District Administrator, or his/her designee, an employee shall be allowed to be absent on personal business two full days per year without loss of pay. Requests for such leave should be made one week in advance. The classification "personal business" is interpreted to include religious observances.

## IX. JURY DUTY

Employees shall be granted time off with pay for reporting for jury duty upon presentation of satisfactory evidence relating to this duty. Compensation received for such duty (exclusive of travel pay or pay for jury duty on a non-school day) shall be immediately paid over to the district.

## X. LEAVE OF ABSENCE

The School Board may grant any employee a leave of absence not to exceed one year for the purpose of rest, travel, professional study, exchange teaching as administered by the U.S. Department of Education, childbearing, or childrearing. The terms upon which such leave may be granted, including the time of commencement of the leave and the duration of the leave, shall be established by the District Administrator in consultation with the employee. The District Administrator shall recommend to the School Board that the leave be granted.

The School Board shall be the final authority. In determining whether the leave should be recommended the District Administrator may consider, but not be limited to, such factors as the health of the employee, the employee's duties and the administrative requirements involved in arranging for a replacement.

A leave of absence shall be without compensation. However, the employee may continue to participate in the district's health and dental insurance programs upon the advance payment of the full premiums. Said payments must be made in accordance with the procedures established by the business office.

## XI. LOST TIME DUE TO ACCIDENT

When an employee is injured on the job and collecting compensation insurance as well as drawing on his/her sick leave and receiving full salary from the district, his/her salary shall be reduced by an amount equal to the insurance payments and only that fraction of the day's pay not covered by insurance will be deducted from his/her accrued sick leave.

## XII. FUNERAL LEAVE

A leave, not to exceed three days, shall be permitted all employees for the purpose of attending a funeral when a death occurs to a member in the immediate family as defined by School Board Policy. Up to an additional two days may be granted if the employee is traveling outside of the metropolitan Milwaukee area. Any additional days taken for death in the immediate family shall be charged to the administrator's regular sick leave. Use of the regular sick leave for deaths other than those stated above or additional days may be granted at the discretion of the District Administrator.

### XIII. QUARANTINE

If an employee is quarantined due to a disease he/she contacted as a result of his/her professional responsibilities as an employee of the district, neither his/her salary nor sick leave shall be affected by his/her absence until he/she has missed fifty contract days.

### XIV. EARLY RETIREMENT

This benefit is an option for employees who meet the state eligibility requirement for early retirement.

1. Description: Early retirement benefits shall be available to employees who resign their regular full-time duties and are eligible per the provisions below.
2. Eligibility: If hired after January 1, 2009, an applicant for early retirement benefits must be a regular full-time employee who is at least 59 years of age and who has served in the district for not less than twenty (20) full-time consecutive years. If hired between July 1, 2004, and January 1, 2009 an applicant for early retirement benefits must be a regular full-time employee who is at least 57 years of age and who has served in the district for not less than fifteen full-time consecutive years. "Age," for the purpose of this policy, is defined as the employee's age as of the date when the early retirement would become effective. Prior to July 1, 2004 the employee must have served ten full-time consecutive years and be at least 57 years of age.
3. Application: All applications for early retirement benefits must be filed with the District Administrator no later than February 1<sup>st</sup>. The District Administrator shall make the recommendations for early retirement benefits. The determination of the School Board shall be final.
4. Limitations: No more than one of the district's regular full-time, employees shall be considered for early retirement benefits in a given year unless a greater number is recommended by the District Administrator and approved by the School Board. It shall not apply to any employee who is discharged or terminated.
5. Compensation: Upon early retirement, eligible employees shall receive the amount equaling up to five (5) days of pay for each full year of continuous service in the district, but not to exceed a total of 110 days pay at the employee's 2011-12 salary. The payment is based on full-time service as of July 1, 2012. For eligible employees with less than twenty (20) years of service on July 1, 2012, the payment will be pro-rated based on twenty (20) years. Accordingly, each year of service prior to July 1, 2012 is equivalent to 5.5 day's pay for purposes of the retirement/severance payment. In applying the provisions of this policy, an employee's days pay shall be one divided by the number of days in the contract year times the employee's base salary, excluding all fringe benefits, during the last full year of service prior to retirement.

Employees hired after July 1, 2011 are not eligible for this benefit.

6. Payment Schedule: Deductions such as state and federal income tax, social security tax, or

other taxes will be made only as required by law. If, after early retirement, an employee dies before full payment has been made, the balance due and owing shall be paid to a named beneficiary, or lacking same, to the estate of the deceased.

7. Insurance: Any employee hired prior to July 1, 2004 and retiring prior to age 65 but having a minimum of 10 full-time consecutive years of service with the district and having attained an age of at least 57 years may remain a member of the group health insurance program until age 65 or until the employee is eligible for Medicare with the Board paying the same percentage of the premium in effect at the time of retirement/severance, provided that the dollar amount of the premium to be paid by the employer on the employee's behalf shall not exceed the dollar amount paid by the employer on the employee's behalf during the 2011-12 school year. Employees hired between July 1, 2004 and January 1, 2009 must complete a minimum of fifteen full time years of service to attain insurance coverage at the above rate. Employees hired after January 1, 2009 must complete a minimum of twenty years full time years and be a at least fifty-nine years of age to be eligible.

Employees hired after July 1, 2011 are not eligible for this benefit (post-employment health insurance). For employees hired after July 1, 2011, the District will contribute a sum towards a tax-sheltered annuity on behalf of the employee that the employee may access upon retirement (eligibility: age 59 with 20 years of service).

8. Unused Sick Leave: Upon retirement, an employee shall be paid one day's pay for every 15 days of unused sick leave, up to a maximum of eight days.

## XV. EVALUATION

All employees shall be evaluated on an annual basis by the administrator to whom the employee reports.

## XVI. SCHOOL CLOSING

All support staff shall report to work in the event that schools are closed due to weather conditions unless the District Administrator or his/her designee determines that conditions are unsafe for employees to report to work. Any employee who chooses not to report to work will have the option of using available vacation time or taking a non-compensated day.