

**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**

**Effective July 1, 2016**

## TABLE OF CONTENTS

INTRODUCTION	P. 2
EQUAL OPPORTUNITY EMPLOYMENT	P. 3
INSURANCE	P. 3
RETIREMENT CONTRIBUTION	P. 5
PARTICIPATION IN TAX-DEFERRED ANNUITY PROGRAM	P. 5
SICK LEAVE	P. 5
VACATION	P. 6
HOLIDAYS	P. 6
PERSONAL DAYS/RELIGIOUS OBSERVANCE	P. 7
JURY DUTY	P. 7
LEAVE OF ABSENCE	P. 7
LOST TIME DUE TO ACCIDENT	P. 8
FUNERAL/BEREAVEMENT LEAVE	P. 9
QUARANTINE	P. 9
EARLY RETIREMENT	P. 9
EVALUATION	P. 11
SCHOOL CLOSING	P. 12
EMPLOYEE NOTIFICATION TO HUMAN RESOURCES	P. 12
COMPENSATION	P. 12

## I. INTRODUCTION

The School District of Whitefish Bay's Support Staff Employee Employment Provisions Handbook ("handbook") has been prepared for informational purposes only. It is not a contract. It is intended to provide support staff with information and benefits, along with certain policies, procedures, rules and regulations.

None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of any other rights or benefit, or a contract of employment, expressed or implied. All of the employees are employed "at-will," and employment is not for any definite period unless otherwise provided. Termination of employment may occur at any time, with or without notice, and with or without cause, at the option of the School District or the employee or as otherwise provided.

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 support staff employees, whether verbal or written. It is the responsibility of the employee to become familiar with the provisions set forth in this handbook as well as all applicable Board policies.

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

- Coordinator of Informational Technology
- Coordinator of Instructional Technology
- Director of Buildings and Grounds
- Director of Recreation and Community Education
- District Accountant
- District Nurse
- District Occupational Therapist
- Human Resources Manager
- Psychologist
- Special Education Program Support Specialist
- Student Information Management Coordinator
- Student Services Coordinator
- Supervisor of Recreation
- Technology Specialist

## II. EQUAL OPPORTUNITY EMPLOYMENT

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.

## III. INSURANCE

For all benefits, the Board may from time to time change the insurance carrier and plan design if it elects to do so.

**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. Initial 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. Open enrollment for health insurance as required under ACA regulations occurs every spring.

**Cash in Lieu of Health Insurance.** There is one exception to the conditions stated above. If an employee has a legal 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.

**Section 125 Plan.** The Board will implement and make available to all employees a Section 125 Plan. The Plan will cover (a) employee premium contributions for health insurance; (b) deductibles, co-payments and other non-covered medical expenses eligible for coverage; and (c) child care expenses.

**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. Open enrollment for dental insurance as indicated in plan document occurs every spring.

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.

**Vision Insurance.** The Board will provide, on an optional basis, a voluntary Vision Insurance Program at either family or single coverage. The employee will be responsible for the entire cost (100%) of the premium. Open enrollment for vision insurance as indicated in plan document occurs every spring.

**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.

**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.

**Legal 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 legal spouse and all their dependents. For a minimal premium, the employee's legal 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 legal spouse and \$7,500 each dependent) of this coverage may be purchased for twice the premium.

#### **IV. RETIREMENT CONTRIBUTION**

The School Board pays the employer portion of the 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.

#### **V. 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.

#### **VI. 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, the definition of immediate family includes legal spouse, children, mother, father, mother-in-law and father-in-law. Sick leave will be pro-rated for support staff employees working less than twelve months.

Sick leave is accumulated to a maximum of ninety (90) days. Once the maximum cumulative days are reached, or if, at the beginning of a school 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 three (3) consecutive days of sick leave, certification of illness by a Health

Care Provider 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,

## **VII. 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 school year.

Vacation time may not be taken the last two weeks of employment unless pre-approved.

## **VIII. HOLIDAYS**

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

Independence Day (July 4)  
Labor Day  
Thanksgiving Day  
Day following Thanksgiving  
Christmas Eve (December 24)  
Christmas Day (December 25)  
New Year's Eve (December 31)  
New Year's Day (January 1)  
Good Friday (Spring Day)  
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 work schedule.

- \* 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.

## **IX. PERSONAL DAYS & RELIGIOUS OBSERVANCE**

Upon approval of the District Administrator, or his/her designee, a support staff employee will be allowed to be absent for personal reasons two (2) full days per year without loss of pay. Requests for such leave should be made in advance. Personal days may be taken in half (1/2) day increments.

Personal days are not to be used before or after vacation, holiday, recess, break, or sick leave day except in extreme emergencies. The request for a personal day must be received one week prior to the anticipated date except in extreme emergencies. Personal days may be taken consecutively; however may not be carried over to the next school year.

When a personal day is used, the day will be deducted from the support staff's sick leave balance.

To attend the funeral of non-immediate family members and/or friends, an employee should use available Personal Days and/or request unpaid time off.

Upon approval of the District Administrator, or his/her designee, any support staff employee desiring time off for personal religious observances may utilize a maximum of two (2) personal days and two (2) sick days per school year for such purpose. Days used for personal religious observances will be deducted from the support staff's personal day account followed, if necessary, from their sick leave account.

## **X. JURY DUTY**

See Board Policy 532.31/542.31 Jury Duty/Court Appearances. 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.

## **XI. 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.

Reserve Military Duty. Any employee required to take periods of training for the purpose of retaining status as members in the organized units of enlisted reserve corps of the Army, Naval Reserve, Marine Corps Reserve, Coast Guard Reserve and National Guard, and who are ordered to active duty, may be granted leaves with pay for a period not in excess of 15 days annually upon submission of evidence of receipt of competent orders. Pay from the School Board for this period shall consist of the difference between the military base pay as determined from the employee's military record and the employee's normal pay.

Full Military Duty. Any employee who is inducted or who enlists in the Armed Forces or the Nurses' Corps of the Federal Government at a time when the United States is engaged in war, or who has enlisted in any of said services while a conscription law was in effect, is hereby granted a leave of absence during the period of such service, and thereupon Section 17.035 of the Statutes shall apply to all increments which have accrued during such period of absence.

## **XII. 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.

In relation to Board Policy 532.38 (Lost Time Due to Work Related Injury), if you are injured while working, witness an incident while working, or become ill from something in your work area, report it to Building Administrator or designee immediately – *even if no medical attention is required*. The incident should also be reported within 24 hours. Incident reports are used to document emergency or other abnormal situations on campus. These reports assist with the investigation of potential

safety and/or health hazards and ensure that steps are taken to prevent any recurrence in the future.

Eligibility for worker's compensation can only be determined after an investigation of the circumstances surrounding a reported injury or illness. Failure to report the incident in a timely manner may result in a reduction or loss of worker's compensation benefits.

### **XIII. FUNERAL/BEREAVEMENT LEAVE**

In accordance with School Board Policy 532.34, an employee shall be permitted a leave, not to exceed three (3) paid days, for attending a funeral when a death occurs to a member of the immediate family. For funeral/bereavement leave purposes immediate family will include legal spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

An additional two (2) paid days may be granted for travel to a funeral outside the Milwaukee metropolitan area, which shall be charged to regular sick leave.

Additional use of regular sick leave for deaths in the immediate family may be granted at the discretion of the District Administrator or his/her designee.

To attend the funeral of non-immediate family members and/or friends, an employee should use available Personal Days and/or request unpaid time off.

### **XIV. 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 work days.

### **XV. 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: The School District will make a payment to the 401(a)/403(b) plan provider on behalf of the eligible retiring employee. The account created in this qualified plan will be in the name of the retiring employee. Access to the 401(a)/403(b) plan is subject to Internal Revenue

Service (IRS) regulations and stipulations. If, after retirement/severance an instructional employee dies before full payment has been made, the balance due and owing will be paid to a named beneficiary, or, lacking same, to the estate of the deceased. Any payment amount above the current IRS code limit shall be paid by check. Deductions, such as state and federal income tax, social security tax, or other taxes will be made only as required by law.

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 at least fifty-nine (59) 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.

## **XVI. EVALUATION**

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

## **XVII. 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, personal day, or taking a non-compensated day.

If a support staff employee is off on a leave of absence prior to the school closing, the leave of absence will take precedence over the school closing designation.

## **XVIII. EMPLOYEE NOTIFICATION TO HUMAN RESOURCES**

**Change in Employee Information.** It is the employee's responsibility to update information or notify the Human Resources Department and/or Business Office of changes that should be made to records to keep them accurate and up-to-date. Examples of changes that must be reported would be: name, address, telephone number, or emergency contact.

The Business Office should be notified if you have a change in marital status, number of exemptions for tax withholding, bank information for direct deposit or changes to insurance coverage including dependent information.

**Employee Notification Responsibility.** Any report of a Federal, State or municipal law, rule or regulation violation may only be used in making employment decisions if the violation is related to job or assigned activity. Employees shall notify the District's Human Resources Manager immediately upon an arrest, pending charges, or conviction situation change.

## **XIX. COMPENSATION**

No pay increase shall be provided for employees on a plan of improvement.

Newly hired employees are not eligible for pay increase in initial fiscal year of employment (Fiscal year runs July 1 - June 30).