

# NORTHERN OZAUKEE SCHOOL DISTRICT

## SUPPLEMENT TO THE EMPLOYEE HANDBOOK for AUXILIARY EMPLOYEES

(Special Education Aides, General Education Aides, Secretarial Employees,  
and other non-exempt staff members without individual contracts  
under 118.22 or 118.24 Wis. Stats)

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## **SECTION 1. HOURS/DAYS OF WORK**

### **NOTICE OF CONTINUATION**

Each school year, every employee shall receive an annual written notice of the district's intent to continue to employ him/her during the next school year. The notice will be issued prior to the end of the current school year, or as soon thereafter as practical. The notice is an indication of the district's intent and is not a full guarantee of continued employment.

### **REGULAR WORKDAY**

Because of different schedule requirements, an employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours, break periods, and lunch periods based upon the employee's full time equivalency (FTE).

All aides (special and general education) will work their scheduled hours on all student contact days. Staff development days or other hours of work may be offered by the District at its discretion.

### ***Reporting Hours***

All auxiliary employees shall report their hours of work electronically through the District's True Time system on a timely basis, usually the day of work.

### **ADDITIONAL HOURS AND BREAKS**

Working hours beyond the employee's regularly scheduled starting and ending times requires prior approval of the employee's immediate supervisor. Additional hours are to be documented electronically in True Time. Compensatory time off may be provided in accordance with District Policy.

### ***Lunch Break***

All employees who work six (6) hours or more per day will be entitled to an unpaid, half-hour (30-minute) lunch period, which shall be duty-free. Employees who do not wish to take a lunch break shall not work through lunch without the approval of the superintendent or his/her designee.

### ***Paid Breaks***

In accordance with state and federal law, employees are not normally entitled to scheduled paid breaks. However, under certain circumstances, supervisors may allow such breaks. Any and all breaks are subject to the approval of the employee's supervisor.

### **EMERGENCY SCHOOL CLOSINGS**

All auxiliary employees, except those who participate in snow removal or similar tasks, and those specifically requested by the superintendent or his/her designee, shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. They will not be paid for those days. School-year employees are required to make up days in the event that the District schedules make-up days. Full-year auxiliary employees who have vacation days left may substitute a vacation day and receive pay for a day on which school is closed under this paragraph.

#### ATTENDANCE AT MEETINGS

Employees required to attend meetings called or scheduled by the employee's supervisor shall be paid for all hours spent in attendance at such meetings, if such meetings are held when the employee would not regularly be on duty.

### **SECTION 2. REDUCTION IN FORCE, POSITIONS, AND HOURS**

#### WORKFORCE REDUCTION

##### *Selection*

In the implementation of staff reductions, the District may consider attrition, volunteers, the educational, and other needs of the District, and the experiences and qualifications of the employees.

##### *Notice of Reduction*

In the event the District determines to reduce the number of positions or the number of hours in any position, the District will give at least ten (10) calendar days' notice of reduction. The notice shall specify the effective date and the reason for the reduction.

##### *Reduction in Hours*

Employees who are reduced in hours shall not lose any paid leave days, time of service, or vacation (if applicable) they have accrued.

##### *Insurance Benefits During Reduction*

Please see the COBRA subsection of the All Staff portion of the Handbook for an explanation of insurance continuation options, or contact the Business Office.

### **SECTION 3. ASSIGNMENTS, VACANCIES AND TRANSFERS**

#### JOB POSTINGS

When a position becomes vacant or a new position is created, notice of such available position will usually be posted internally and externally, simultaneously, for a minimum of five (5) working days. The superintendent or his/her designee may, at his/her discretion, require a shorter posting period. The District retains the right, at its discretion, to fill vacant positions without posting. Vacancies will usually be posted on the District's Web site and within each school office. The posting notice will usually include the date of posting, the job requirements, classification, a description of the position available, the tentative work hours of the position, and the general qualifications required for the position.

#### JOB DESCRIPTIONS

The District retains the right to determine the job descriptions needed for any vacant or current position.

#### INTERVIEWS AND SELECTION OF APPLICANTS

All employees who apply for a vacant position will be considered for, but not guaranteed, an interview for the position. The District retains the right to select the most qualified internal or external applicant for any position.

#### TRANSFER OF EMPLOYEES

The District reserves the right to transfer employees at its discretion.

## SECTION 4. HOLIDAYS AND VACATIONS

### HOLIDAYS

#### *School-Year Employees*

Three (3) paid holidays will be provided to school-year only employees who work an average of four (4) or more hours per day. Pay will be prorated based upon the average number of hours worked in a week. Employees who average four (4) hours per day will receive four (4) hours of pay for each holiday. Employees who work an average of five (5) hours per day will receive five (5) hours of pay for each holiday, etc. The three (3) paid holidays will be: Thanksgiving Day, December 25, and the Friday before Easter. Employees who average less than four (4) hours of work per day will not receive any holiday pay.

#### *Twelve-Month Employees*

Full-time, twelve-month employees (2080 hrs./year) will receive the following ten (10) paid holidays:

|                      |                        |
|----------------------|------------------------|
| New Year's Eve       | Labor Day              |
| New Year's Day       | Thanksgiving           |
| Friday before Easter | Day after Thanksgiving |
| Memorial Day         | Christmas Eve          |
| Independence Day     | Christmas Day          |

Part-time, twelve-month employees who are employed on at least a 50% basis (1040 hrs./year) will receive the same paid holidays on a prorated basis.

### VACATION TIME

#### *School-Year Employees*

School-year employees will not receive any paid vacation time. Leave without pay during the school year may be granted at the discretion of the superintendent or his/her designee. Approval of such leave will be dependent upon the position held, the need and availability of substitute workers, the employee's attendance record, and other relevant factors as determined by the superintendent or his/her designee.

#### *Twelve-Month Employees*

Employees hired prior to June 30, 2012 who have earned fifteen (15) days or more of paid vacation per year will continue to receive the same number of days annually, but will not earn any additional days per year.

Auxiliary employees hired prior to June 30, 2012 who have earned less than fifteen (15) days of paid vacation per year will remain at that level until they earn additional vacation according to the following schedule:

|   |         |
|---|---------|
| During each of the first two years..... | 5 days  |
| During year 3 .....                     | 8 days  |
| During year 4 .....                     | 10 days |
| During year 5 .....                     | 12 days |
| During year 6 .....                     | 14 days |
| During year 8 and thereafter .....      | 15 days |

Auxiliary employees hired after June 30, 2012 shall receive paid vacation according to the same preceding schedule.

## SECTION 5. COMPENSATION AND BENEFITS

### SUBSTITUTES FOR TEACHERS

Instructional aides with teacher licensure who are assigned to substitute for an absent teacher for one class period or more will be paid the daily substitute rate (or prorated) for the time spent substituting for a teacher during the teacher's absence, provided that rate is more than they would earn for the same period as an aide. By definition, instructional aides who do not hold teaching or substitute certificates are not qualified teachers, and shall not be required, permitted, or authorized to take the place of a teacher for the purpose of instructing students during times that a qualified substitute for that teacher could reasonably be expected to be hired. This provision does not preclude instructional aides from being assigned to student supervision responsibilities, such as, but not limited to, monitoring a study hall, cafeteria, hallway, or playground.

### DEFINITION OF FULL-TIME

To be considered full-time for the purpose of all benefits, an employee must work a minimum of 2080 hours per year.

### PRORATION OF BENEFITS

The determination of an employee's percentage of employment is calculated by dividing the number of hours worked per year by 2080. Part-time employees must work a minimum of 1040 hours (50%) per year to be eligible for prorated benefits. Summer help employees receive no benefits.

### SICK LEAVE

Full-time employees (80% or more employment) will be eligible for ten (10) paid sick leave days per year, cumulative to sixty (60) days. Part-time employees will receive a prorated number of paid sick leave days relative to their full-time equivalency. Part-time employees must be employed at least fifty percent (50%) of full-time equivalency to be eligible for this benefit.

These days are intended to be used for personal illness, medical appointments, or for an illness in the employee's immediate family. For purposes of sick leave, 'immediate family' is defined as the employee's spouse, children, parents, parents-in-law, and any other family members living in the employee's household.

### *End of the School Year Use*

The end of the school year is an especially busy time. It is often difficult to find substitutes for employees when needed. Absences near the end of the year can result in needed work not being completed in a timely manner, and can be very disruptive to the school day. Therefore, sick leave will not be approved for routine medical appointments and other non-urgent reasons during the last three (3) weeks of school.

### *Sick Leave Bank*

Employees who have accumulated more than sixty (60) days prior to July 1, 2012 will have all days above sixty (60) deposited in a "Sick Leave Bank." No additional days may be deposited in the bank after June 30, 2012.

On the anniversary of their starting date each year, auxiliary employees, including those with sixty (60) accumulated sick days, will have ten (10) days deposited in their regular sick leave account. If an employee reaches his/her next anniversary date with more than sixty (60) days, those additional days will not carry over or be deposited in the sick leave bank.

On the anniversary date, employees who have less than sixty (60) days in their regular sick leave account will have sufficient days withdrawn from their sick leave bank, if available to them, to bring the total in their regular sick leave account back up to sixty (60) days.

### **PAY-OUT OF SICK LEAVE**

#### *Separation During the School Year*

Sick leave, though credited at the beginning of the fiscal year, is vested only upon completion of the work year. Any employee leaving the District during the school year will be credited only with those days earned up to the time of separation.

#### *Retirement*

Full-time 12-month auxiliary employees who have worked at least ten (10) years for NOSD and have attained the age of 57 years are entitled to pay-out for accumulated sick leave days, including days in the "Sick Leave Bank," upon retirement. The days will be paid out at the lesser of half of the employee's daily wage, or \$40 for each day, subject to a maximum pay-out of \$2400, at the time of retirement.

#### *Other Separations*

Auxiliary employees who leave and have worked for NOSD at least ten (10) years will receive a pay-out of \$20 each for all accumulated sick leave, subject to the maximum of \$1200. There is no pay-out for employees who leave NOSD after having worked less than ten (10) years in the District.

#### *Limitation*

This pay-out benefit shall not apply to any employee who is discharged, terminated, or non-renewed, except for the purpose of workforce reduction.

### **OTHER LEAVE AND BENEFITS**

Auxiliary employees are eligible for other leaves and benefits in accordance with the Employee Handbook that is applicable to all employees.

## **SECTION 6. JOB-RELATED TRAINING AND LICENSURE**

### **STAFF DEVELOPMENT/TRAINING**

The District, at its discretion, may provide paid, appropriate staff development/training for auxiliary employees.

## EXPENSES

Employees required or approved by the District to attend off-campus conferences, seminars, or staff development/training may receive reimbursement for overnight accommodations (if appropriate), travel, and meals. Registration should be paid through a district purchase order, if at all possible. The District will not pay for any alcohol.

## LICENSURE FOR SPECIAL EDUCATION AIDES AND EDUCATIONAL INTERPRETERS

Special education aides and educational interpreters who are employed by the District are required to possess and maintain appropriate licensure through the Wisconsin Department of Public Instruction. Failure to do so will result in termination of employment.

## **SECTION 7. EMPLOYEE EVALUATIONS**

### EVALUATIONS

The primary purpose of evaluation is to provide continuous improvement in the quality of service to the community, students, and staff of the District. The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented. Evaluations shall be conducted by the building administrators or other supervisors, as assigned by the superintendent.

#### *Frequency*

The frequency of evaluations shall be established at the discretion of the District, but each auxiliary employee will usually receive at least one evaluation in each year of employment. The District shall have the sole right to determine the method of evaluation and by which supervisory personnel the evaluation(s) will be conducted.

#### *Receipt of Evaluation and Comments or Disputes*

Each employee shall receive a copy of his or her evaluation. The employee will be expected to sign his or her evaluation, but only to acknowledge receipt of the same. The employee may respond in writing with his or her comments attached to the completed evaluation.

## **SECTION 8. RETIREMENT AND SEPARATION BENEFITS**

### RETIREMENT

Retirement benefits (RB) are available only to 12-month auxiliary employees who have been employed by NOSD on a full-time basis for a minimum of fifteen (15) school years as of June 30, 2012. Benefits cannot be utilized until the employee has attained the age of fifty-seven (57), waived Cobra, and retired from the District.

#### *Application*

All applications for retirement benefits shall be filed in writing with the superintendent at least ninety (90) days before the planned retirement. Applications shall be accompanied by a letter of resignation with an effective date that the early retirement benefits would become effective.

#### *Limitations*

ERB shall not apply to any discharged, terminated, or non-renewed employee, except for an employee non-renewed for workforce reduction purposes.



**Benefits**

Benefits shall equal three years of the district's portion of the annual premium for a family health plan as of June 30, 2012, calculated in the following manner:

$$\$14,268.60 \times .85 = \$12,138.31 \text{ (Rounded up to } \$12,150)$$

$$\$12,150 \times 3 = \$36,450 \text{ Total Benefit}$$

Benefits shall include direct payment of any of the following: Long-term care insurance, health insurance, dental insurance, and/or other medical expenses. These funds will be expended by the District on behalf of the retiree until all funds have been utilized. The retiree may select from one or a combination of these options:

1. To continue participation in any of the following district benefits (if available): Health insurance and dental insurance. If this option is selected, the District shall directly pay the premiums for these benefits until all funds are expended.
2. To participate in an alternate health or dental program selected by the retiree, the retiree must provide the bill and receipt of payment to the Business Office for reimbursement through payroll (taxable income). This benefit will continue until all funds are utilized.
3. To pay for any other medical cost recognized by the IRS as tax-deductible, the retiree must provide the bill and receipt of payment to the Business Office for reimbursement through payroll (taxable income). This benefit will continue until all funds are utilized.

**YEARS OF SERVICE**

Each year of employment in the district prior to July 1, 2012, which is evaluated as satisfactory, shall be counted as one year of service in terms of ERB. Paid leaves of absence shall be included in years of service. Unpaid leaves of absence shall not count. Partial years of service may be combined to equal one year of service with fractional carryover. Fractions of one year of service will be computed as ½-year or less = 0 years of service, and more than ½-year = 1 year service.

**Eligibility**

Upon completion of fifteen (15) years of service, employees are eligible for the value of three (3) years of the district's portion of the annual health insurance premium for a family plan, for a total benefit of \$36,450.

**Beneficiary**

All retirees receiving RB must designate a beneficiary. Death of retiree prior to fulfillment of earned RB will be given to listed (named) beneficiary, using these same guidelines, until earned eligibility terminates.

## HEALTH REIMBURSEMENT ACCOUNTS

### *Retirement*

Auxiliary employees who retire from NOSD retain all funds in their Health Reimbursement Account (HRA). These funds must be utilized within seven (7) years of retirement.

### *Separation*

Auxiliary employees who separate from NOSD, other than for retirement, and have been employed by NOSD for at least ten (10) years, retain 50% of the funds in their HRA. These funds must be utilized within seven (7) years of separation.

Auxiliary employees who separate from NOSD, other than for retirement, and have been employed by NOSD for at least fifteen (15) years, retain 100% of the funds in their HRA. These funds must be utilized within seven (7) years of separation.

### *Limitations*

Employees who are discharged, terminated, or non-renewed (except those non-renewed for work-force reduction purposes) do not retain their HRA funds, regardless of the number of years of employment.

## **SECTION 9. STANDARD FOR EMPLOYMENT**

The superintendent or his/her designee is solely responsible for implementing any or all disciplinary measures, including, but not limited to, suspension and/or dismissal from employment. Such discipline or termination shall be subject to the grievance procedure provisions of the NOSD Employee Handbook.

## **SECTION 10. RESIGNATION FROM EMPLOYMENT**

### **NOTICE OF SEPARATION**

Employees will give written notice of termination of employment as soon as possible, but at least ten (10) working days prior to the effective date of resignation.