

MASTER CONTRACT

between

**THE FORT ATKINSON EDUCATIONAL SUPPORT STAFF
(FESS, CAUS-NORTH, WEAC, NEA)**

and



**THE SCHOOL DISTRICT OF FORT ATKINSON
BOARD OF EDUCATION**

July 1, 2010

to

June 30, 2012

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1.0 PREAMBLE

This agreement is entered into between the Fort Atkinson School District, hereinafter referred to as the “Employer” or “Board” and the Fort Atkinson Educational Support Staff hereinafter referred to as the “Employee” or “Union”, for the purpose of maintaining harmonious labor relations, maintaining a uniform scale of wages, hours of work, and other conditions of employment among the employees covered by this agreement.

2.0 RECOGNITION

The Fort Atkinson School District Board of Education recognizes the Fort Atkinson Educational Support Staff Union as the exclusive and sole bargaining representative on wages, hours, and conditions of employment for all regular full-time and regular part-time non-professional support staff employees, including teacher aides, secretarial/clerical staff, and para-professionals employed by the Fort Atkinson School District, excluding custodian, maintenance, kitchen and laundry employees and further excluding managerial, confidential, supervisory employees, professional certified teachers and all other employees. This clause is to describe the unit represented by Union and shall not be interpreted for any other purpose.

3.0 COOPERATION

The Board and the Union agree that they will cooperate in every way possible to promote harmony and efficiency among all employees in order to provide the best possible education in the Fort Atkinson School System, and the education and well-being of students shall be the primary concern of both parties to the Agreement.

4.0 MANAGEMENT RIGHTS

The District possesses the right to operate the District and all management rights repose in it. These rights include, but are not limited to, the following:

- A. To direct all operations of the District;
- B. To establish reasonable work rules and schedules of work;
- C. To create, combine, modify, and eliminate positions within the District;
- D. To hire, promote, transfer, schedule, and assign employees in positions within the District;

- E. To suspend, demote, discharge, and take other disciplinary action against employees consistent with the terms of this Agreement;
- F. To relieve employees from their duties;
- G. To maintain efficiency of District operations;
- H. To take whatever action is necessary to comply with State or Federal law;
- I. To introduce new or improved methods or facilities;
- J. To change existing methods or facilities;
- K. To determine the kinds and amounts of services to be performed as pertains to District operations;
- L. To contract out for goods or services consistent with the terms of this Agreement;
- M. To determine the methods, means and personnel by which District operations are to be conducted;
- N. To take whatever action is necessary to carry out the functions of the District in situations of emergency.

The foregoing enumeration of the functions of the Board shall not be deemed to exclude other functions of the Board not specifically set forth, the Board retaining all functions not otherwise specifically nullified by the express terms of this Agreement.

5.0 UNION ACTIVITIES – SECURITY

5.1 Posting of Notices and Bulletins, Use District Mails, Right of Union to Confer With Members

- A. The Union (FESS) shall have the right to post notices of its meetings on employee bulletin boards at least one (1) of which shall be provided in a central location in each building. No matters critical of the School District, Board, or its agents may be posted.
- B. The FESS shall have the right to use the District e-mail, mail, and mail boxes for communication with the bargaining unit.
- C. Capital Area UniServ North (CAUS-N) Directors and/or Wisconsin Education Association Council (WEAC) representatives may meet and

confer with such officers or members of the Union during the course of the work day for a reasonable time provided such meetings or conferences do not interfere with any employee's regular work time. No FESS views on matters relating to supervisor, employee or Board - FESS relationships will be discussed in the presence of students.

5.2 Right to Use District Buildings for Meetings

The FESS and its representatives shall have the right to use school buildings for meetings provided that when special custodial service is required, the Board may make a reasonable charge therefore and further provided that such use shall not interfere with the educational program of the District.

5.3 Right to Use Equipment for FESS Business

The FESS shall have the right to use school equipment including word processors, typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment provided the use of such occurs outside the regular workday.

5.4 FESS Provides Its Own Supplies

Supplies in connection with such equipment use will be furnished or paid for by the FESS.

5.5 District Fringe Benefit Committee

One (1) member of this Union shall have the opportunity of participating in any Board appointed committee studying employee fringe benefits when said committee includes non-management employees. FESS shall select its participant.

5.6 Employee Representation

An Employee shall have all rights of representation as recognized by the Wisconsin statutes and decrees of the Wisconsin Employment Relations Commission (WERC).

5.7 Compensation Rights in Legal Proceedings

Employees who become grievants, Union representatives, and employees subpoenaed to appear in legal proceedings before any judicial or quasi-judicial administrative tribunal as concerns employment related matters, including arbitration or proceedings shall not lose compensation for the performance of such obligation provided however that the FESS shall pay the cost of an appropriate substitute if one is requested by the employer. No more than two (2)

FESS members shall be absent at any one time and no more than a total of sixty (60) work hours for the entire unit shall be permitted each fiscal year for this purpose. Time charged shall be in two (2) hour increments. Requests for such time shall be directed to the Superintendent.

5.8 Furnishing Relevant Information and Data

Consistent with its statutory duty to collectively bargain with the Union as the bargaining representative of the bargaining unit employees, the Board agrees to furnish Union, upon proper request to the Superintendent, relevant information and data with respect to wages, hours and conditions of employment which the Board has in its possession, provided such information or data is not otherwise available to the Union or exempt from disclosure by law or privilege.

6.0 DUES DEDUCTION AND FAIR SHARE

6.1 Voluntary Dues Deduction

- A. It is agreed by and between the District and the FESS that effective with the employee's first paycheck, the employer will deduct from the earnings of those employees in the collective bargaining unit who are members of the FESS an amount of money to provide for monthly payments of dues as certified by the President of the FESS. Deductions should be made in equal installments for full year employees and in equal installments for nine-month and ten-month employees. The amounts so deducted pursuant to such authorization of the employee shall be remitted to the Treasurer of the FESS within twenty (20) calendar days following the normal date of payment. Said deductions shall be made by the employer continuously for each employee covered by this Agreement or each pay period the employee's name appears on this District's payroll until a written revocation of such authorization signed by the employee is submitted to the employer not less than thirty (30) calendar days prior to the effective date of the revocation.
- B. The FESS, hereby indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action represents a good faith attempt at compliance within the provisions of this Article, and in reliance on any lists of certificates which have been furnished to the District pursuant to this Article; provided that the defense of such claims, demands, suits or other forms of liability shall be under the control of the FESS and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

6.2 Fair Share

- A. Employees shall be free to join or not to join the Union. No employee shall be discriminated against by either the Board or the Union organization because of membership or non-membership in any organization.
- B. In the event an employee chooses not to become a member of the Union, that employee shall be required to contribute to the Union the fair share of the cost of representation by the Union and as certified to the District by the Union. Non-member employees required to make said payment to the Union shall pay by lump-sum payment to the Treasurer of the Union or the employer shall deduct the fair share amount from the wages of said non-members at the same time and in the same manner as for those employees holding Union membership.

The District shall deduct in equal installments from the monthly earnings of all fair share employees in the collective bargaining unit their fair share of the cost of representation by the Union, as provided in section 111.70(1)(f), Wis. Stats., and as certified to the District by the Union. The District shall pay said amount to the Treasurer of the Union within twenty (20) calendar days.

- C. The Union agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Union agrees to inform the District of any change in the amount of fair share costs.
- D. The Union shall provide employees who are not members of the Union with an internal mechanism within the Union which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Union will place in an interest-bearing escrow account any disputed fair share amounts.
- E. The Union and the Wisconsin Education Association Council do hereby indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability including court costs that shall arise out of or by reason of action taken or not taken by the District which District action or non-action is in compliance with this Agreement, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article, provided that the defense of any such claims, demands, suits, or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be

interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this article through representatives of its own choosing and at its own expense.

7.0 NEGOTIATIONS PROCEDURE

The Board and the Union recognize their legal obligation to “collectively bargain” as provided by Section 111.70, Wisconsin Statutes, with respect to wages, hours and conditions of employment.

7.1 Procedures

The Board of Education and the Union agree to work cooperatively to develop procedures which will expedite negotiations. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in collective bargaining negotiations, they will suffer no loss in pay.

7.2 Closed Negotiations

Negotiating sessions between the Board and the Union shall be closed to the press and public.

7.3 Press Releases

No press releases concerning the status of negotiations shall be issued up to the point of agreement on a complete contract ratified by the Board and the Association or until impasse is certified, whichever occurs first. Joint press releases may be issued at any time. This is not to preclude keeping Board members and the Union membership informed as to the progress of negotiations.

7.4 Ratification

The complete Tentative Agreement between the negotiations committees is subject to ratification by the Association membership and adoption by the Board of Education. The Association membership shall be presented with the Tentative Agreement and a ratification vote must be taken within twenty (20) calendar days of the date the Tentative Agreement was reached. Upon notice from the Association that said Tentative Agreement was ratified, the Board shall be presented with the Tentative Agreement and must hold its ratification vote within twenty (20) calendar days thereafter.

8.0 PROBATION AND FAIR DISCIPLINE

8.1 Length of Probation

All newly hired employees shall be considered probationary until they have completed ninety (90) work days at least forty-five (45) work days of which must be when school is in session. During such probationary period, employees may be suspended or terminated by the Employer and shall have no right of appeal as provided in Article 19.0, Grievance Procedure.

Temporary Employee: A temporary employee is an employee hired for a specific project or need outside the regularly assigned duties of current employees. The length of said temporary employee's service to the district shall not exceed a total of ninety (90) working days within any twelve (12) month period as a temporary employee.

8.2 Fair Discipline

A non-probationary employee shall not be disciplined (excluding oral reprimands), suspended without pay or discharged without just cause. The District may suspend an employee with pay during an investigative process which could lead to discipline of the employee.

9.0 EXPLANATION OF BENEFITS

9.1 Employee Fringe Benefits

All employees working in the bargaining unit at least four (4) hours per day and twenty (20) hours per week within the normal school year are entitled to those benefits provided by the contract. Employees regularly scheduled for less than four (4) hours per day will not be provided the benefits of vacations, leaves of absence, insurance or retirement except for the following which will be prorated based upon their regularly scheduled hours worked per day:

- (1) Holidays
- (2) Sick Leave
- (3) Funeral Leave

10.0 SUBCONTRACTING

When it becomes necessary to determine when, or what, to subcontract, it is and will be the policy of the employer to first consider the impact of such subcontracting on the employment security of its employees.

11.0 CLASSIFICATIONS AND SALARY SCHEDULE

11.1 Classifications

Classifications include:

PC and Network Support Specialist

Payroll Secretary

Secretary III: Choir Accompanist

Secretary II: Accounts Payable/Receivable Secretary
Director of Instruction's Secretary
Director of Special Education/Pupil Services Secretary
Elementary School Secretary
Health Services Secretary
High School Pupil Services Secretary
High School Secretary
High School Attendance Secretary (Effective 08/27/98)
Middle School Pupil Services Secretary
District Technology Secretary
District Student Records Coordinator/HS Registrar Secretary
Presummer School/GATE/Luther School Secretary

Secretary/Technician, Aide II:
Middle School Attendance Secretary
Special Education Aide (District requires certification or licensure)
Elementary Library Aide
High School Library Aide
Middle School Library Aide

Clerk/Typist, Aide I:
High School Athletic Director's Secretary
Math and/or Reading Aide
Elementary Aide
Alternative Learning Center (ALC) Supervisor (reserved for further discussion)

Para-Professional:
All District para-professionals

The High School Pupil Services Secretary shall retain her current pay grade. However, should she leave the position, the position shall be re-evaluated to determine the appropriate pay grade.

11.2 Wage Schedules

- A. Rates: Wage schedules are found in Appendix A.
- B. Advancement on the wage schedule shall be on the anniversary date of the employee's date of hire.
- C. Based upon relevant work experience, new employees may be placed on the wage schedule by the Superintendent up to and including Step 3.

11.3 Longevity Pay

All employees shall receive, in addition to their hourly rate as shown in Appendix A, longevity pay as follows:

After five (5) years - eighteen cents (\$0.18) per hour;
After ten (10) years – twenty-eight cents (\$0.28) per hour;
After fifteen (15) years – thirty-eight cents (\$0.38) per hour;
subject to the following conditions:

- A. An employee's years service shall be calculated as of the employee's anniversary date of hire.
- B. Part-time employees shall accrue years of service in the same manner as full-time employees. (No full year equivalent calculations shall be used.) (See Appendix B)
- C. In 2011-12 no increase in longevity years will be granted.

11.4 Overtime Pay

It is agreed that employees may be required to work overtime. Any employee working more than eight (8) hours per day or more than forty (40) hours per week shall receive pay at the rate of time and one-half (1 ½) for all time so worked over eight (8) hours per day or forty (40) hours per week. All overtime must be approved in writing by the Supervisor, on forms provided by the District, prior to the time the hours are worked.

11.5 Notice of Payment

With each regular payroll payment, employees shall be given detail regarding hours worked, overtime pay, payroll deductions, accumulated vacation, and reimbursable absence.

12.0 SENIORITY

12.1 Definition and Termination

Seniority shall accrue from the employee's latest date of employment and shall be based upon the actual continuous length of service thereafter. In the event two employees are hired on the same day, the tie shall be broken by lot at the time of hire. Seniority shall continue to accrue until:

1. The employee shall terminate his/her employment.
2. The employer shall terminate the employee.
3. The employee is laid off and not recalled [or the employee declines to respond to a recall within fourteen (14) calendar days] within a period of two (2) years from the date of layoff.
4. The employee is absent from work for three (3) consecutive working days without notification to and approval by the Employer unless unable to notify for physical or other reasons.
5. The employee fails to report for work able to fulfill all assigned responsibilities at the termination of a leave of absence.

12.2 Seniority Accumulation

The District shall compile a seniority list and provide a copy to the Union President by October 1 and April 1 of each year. The seniority list thus compiled and furnished to the Union President shall operate in all areas where seniority applies. The Union President shall notify the Employer and the Employer shall notify the Union President of any errors in said list as soon as possible after errors are discovered.

12.3 Job Postings

In the event the District deems it necessary to fill a vacant position or create a new position within the bargaining unit, notice of such vacancy shall be posted in each of the schools and sent to the President of the Union. Should any employee be interested in the posted position, he/she shall notify the Superintendent in writing of his/her interest by the date specified on the posting, which shall be no earlier than ten (10) calendar days from the date the posting is sent to the President of the Union. All qualified District employees applying for a posted position shall be interviewed. When qualifications are relatively equal, the employee with the greatest seniority will be given preference. At the time the selection is made for the vacancy, the Employer shall send to the President of

the Union a list of those employees who have expressed an interest in the position, the name of the successful candidate, and the start date.

12.4 Trial Period

The promoted employee shall have a trial period of twenty (20) working days following the date of promotion or transfer wherein such employee may be returned to a job in the same pay level from which he/she came without prejudice at the option of the Employer or the employee.

12.5 Summer Employment

Those school year and part-time employees who wish to be considered for employment during the summer months shall provide written notice to the Superintendent of their availability on or before May 1.

12.6 Layoff and Recall

- A. Layoff – The District shall have the right to reduce the number of jobs or hours in a job in any classification and/or department. Employees who are laid off shall be given at least a fifteen (15) day written notice prior to their last date of employment, with a copy sent to the President of the Union.

An employee whose job has been reduced shall have ten (10) working days from the date of written notification to exercise the right to bump a less senior employee selected in accord with the bumping procedure which follows, provided he/she is qualified and can demonstrate the ability to do the junior employee's job.

Bumping Procedure

1. The laid-off employee may bump the least senior employee who is regularly scheduled to work a like number of hours per week in the same classification as the laid-off employee, or in a lower classification. For purposes of this layoff provision, "a like number of hours per week" means "within ten (10) percent of the laid off employee's regularly scheduled work hours per week as of the date the layoff notice was given."
 - a. If possible, the employee being bumped will be in the same classification as the employee who received the layoff notice. (See section 11.1 for a list of the seven (7) classifications.)
 - b. If an employee meeting the required criteria cannot be found within the same classification, the search will move down to the lower classification, from highest to lowest, one classification at a time, in

an attempt to find such an employee in the highest classification possible.

2. If following the procedure described in paragraph A. 1. of this Section does not produce an employee to bump, the laid off employee may bump the least senior employee who is regularly scheduled to work fewer than a like number of hours per week, as defined in paragraph A. 1. in accord with the priority set forth in subparagraphs a and b of paragraph A. 1.

Such junior employees who have lost their positions as a result of a bump shall have the right to exercise their seniority in the same manner as if their job had been reduced.

Employees who are without jobs as a result of a bump or a reduction in hours or positions shall be placed on a re-employment list. Employees who bump into a junior employee's job shall have a trial period of up to twenty (20) working days following the date of the bump wherein such employee may be returned to the re-employment list without prejudice at the option of the Employer or the employee. No employee will be returned to the re-employment list by the Employer without just cause.

Employees who do not choose to exercise their bumping rights, or fail to exercise said right in a timely manner, shall also be placed on the re-employment list.

- B. Re-employment List - The Employer shall maintain a re-employment list of such laid off employees. Said list shall be in order of the employee's seniority being number one on the list. Such list shall also show the classification held by the employee at the time of layoff. Employees on the re-employment list shall maintain all seniority rights as of the date of layoff for a time equal to the length of service but not to exceed two (2) years from the effective date of layoff.
- C. Recall from Layoff - Employees shall be recalled from layoff in accordance with their seniority to jobs for which they are qualified. Qualifications for recall will not be limited to those of the classification held at the time of layoff. The Employer shall not employ any new employees or temporary or part-time employees in positions for which there exists a qualified employee on the re-employment list. Notice of recall shall be sent by the Employer by certified mail to the laid off employee's last known address and the laid off employee shall be required to respond within fourteen (14) calendar days from the date of recall. Employees who do not respond to such recall notices shall be dropped from the re-employment list and all rights shall be lost.

12.7 Resignations

Employees who terminate their employment with at least ten (10) working days written notice or who are terminated by the Employer, shall receive pay for all accrued earned vacation. Employees who fail to comply with this provision shall forfeit one (1) day's pay for each day of infraction.

12.8 Transfers

In the event an employee transfers to a higher classification, the employee will be placed at a step on the wage schedule in the higher classification which allows for a minimum wage increase of forty cents (\$0.40) per hour.

13.0 VACATIONS

13.1 Entitlement

Regular full-time employees shall be entitled to annual paid vacations as hereinafter provided.

13.2 Vacation Schedule Twelve Month Employees

Employees shall be allowed to accrue vacation on the following anniversary date basis:

1. After completion of one (1) year of employment, five (5) days of paid vacation.
2. After completion of two (2) years of employment, ten (10) days of paid vacation.
3. After completion of five (5) years of employment, eleven (11) days of paid vacation.
4. After completion of seven (7) years of employment, twelve (12) days of paid vacation.
5. After completion of eight (8) years of employment, thirteen (13) days of paid vacation.
6. After completion of nine (9) years of employment, fourteen (14) days of paid vacation.
7. After completion of ten (10) years of employment, fifteen (15) days of paid vacation.

8. After completion of eleven (11) years of employment, sixteen (16) days of paid vacation.
9. After completion of thirteen (13) years of employment, seventeen (17) days of paid vacation.
10. After completion of fifteen (15) years of employment, eighteen (18) days of paid vacation.
11. After completion of seventeen (17) years of employment, nineteen (19) days of paid vacation.
12. After completion of nineteen (19) years of employment, twenty (20) days of paid vacation.

13.3 Vacation Schedule Nine-Month and Ten-Month Employees

Employees shall be allowed to accrue vacation on the following anniversary date basis:

1. After completion of one (1) year of employment, four (4) days of paid vacation.
2. After completion of two (2) years of employment, eight (8) days of paid vacation.
3. After completion of five (5) years of employment, nine (9) days of paid vacation.
4. After completion of seven (7) years of employment, ten (10) days of paid vacation.
5. After completion of eight (8) years of employment, eleven (11) days of paid vacation.
6. After completion of nine (9) years of employment, twelve (12) days of paid vacation.
7. After completion of ten (10) years of employment, thirteen (13) days of paid vacation.
8. After completion of eleven (11) years of employment, fourteen (14) days of paid vacation.
9. After completion of thirteen (13) years of employment, fifteen (15) days of paid vacation.

10. After completion of fifteen (15) years of employment, sixteen (16) days of paid vacation.
11. After completion of seventeen (17) years of employment, seventeen (17) days of paid vacation.
12. After completion of nineteen (19) years of employment, eighteen (18) days of paid vacation.
13. After completion of twenty-one (21) years of employment, nineteen (19) days of paid vacation.
14. After completion of twenty-three (23) years of employment, twenty (20) days of paid vacation.

13.4 Vacation Selection and Use

A. Twelve (12) Month Employees

Twelve (12) month employees shall have the right to request when they wish to use their vacation time. Employees with the greatest seniority will be given first preference in choosing vacation periods up until May 1st, for vacation in that calendar year. Vacation selection thereafter shall be by date of application. Vacation will be approved by the Employer taking into consideration the work requirements of the District and the request of the employees.

No more than two (2) employees may be absent from work at each building location at the same time unless otherwise approved by the Employer.

Twelve (12) month employees may request carryover of up to five (5) days of vacation for a specific reason.

B. Less Than Twelve (12) Month Employees

Employees working less than twelve (12) months who are otherwise eligible for vacations may request to use up to three (3) days of vacation during the school year. Such requests are subject to approval by the employer and denials are not subject to the arbitration procedure. Said employees will be paid in June for any accrued vacation less any days taken with the consent of the Employer.

No more than two (2) employees may be absent from work at each building location at the same time unless otherwise approved by the Employer.

C. Vacation Impact of Part-Time and Full-Time Changes

1. Accumulated Vacation – Employees who have a change to their part-time or full-time status shall have their accumulated vacation recalculated or paid out. For a move to a position that is eligible for vacation the following method will be used to recalculate such accumulated vacation:

- a. Any accumulated vacation days will be converted to hours for the position the employee is leaving and then converted back to days for the position the employee is entering.

If the employee is entering a position that is not eligible for vacation the employee will be reimbursed for any accumulated vacation prior to the entry into the position.

2. Placement on Vacation Schedule – The placement on the vacation schedule for employees who have a change to their part-time or full-time status and qualified for vacation prior to the change, will continue to be placed on the vacation schedule based on length of service to the Employer.

An employee who moves from a position that was not eligible for vacation to a position that is eligible for vacation starts at the base step of the vacation accrual schedule.

D. Pro-Rated Vacation

For employees who have completed at least (1) year of employment with the District, but who do not complete a year's employment for full entitlement to vacation because of being on an approved leave of absence, resignation, retirement, termination, or death, said employees shall have their vacation prorated on the time worked within the employee's anniversary year.

14.0 HOLIDAYS

14.1 Holiday Schedule

Employees covered by the terms of this Agreement shall, each year, receive paid holidays provided that the employee works on the work day prior to and succeeding the holiday unless absence from work is approved by the Employer.

A holiday is based on the regular workday of an employee, e.g., a holiday for a 5-hour per day employee is five (5) hours.

- | | |
|---------------------|----------------------------------|
| 1. New Year's Day | 6. Thanksgiving |
| 2. Good Friday | 7. Friday following Thanksgiving |
| 3. Memorial Day | 8. December 24 |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | 10. December 31 |

In addition to the foregoing, one (1) day the week of Independence Day to be determined by the Superintendent in consultation with the President of the Union.

14.2 Dates of Observation

In the event that any of the designated holidays fall on a day on which school is in session, a Saturday, or a Sunday, the holiday shall be observed as the day designated by the Superintendent after consultation with the President of the Union.

15.0 LEAVE OF ABSENCE

15.1 Reimbursable Absence

A. Accrual

Employees shall earn reimbursable absence at the rate of one (1) day per month worked. Employees shall be able to accumulate up to one hundred twenty (120) days of reimbursable absence. Such leave is for personal illness or injury. Employees who move from a part-time to a full-time position shall have their accumulated reimbursable absence days recomputed on the basis of full-time equivalency.

B. Use

Such absence is granted at the discretion of the Superintendent (or Superintendent's designee) for the following reasons:

1. Serious illness or serious injury of any immediate member of the family;
2. Death in the family or of a friend for the purpose of attending the funeral;
3. Court appearances other than personal court infractions;
4. Other unavoidable circumstances;
5. Leave for convention or visits for vocational improvement.
6. One day per year may be used for personal reasons. If not used for one year, said personal leave may accumulate for two years (so

that two days may be used in one year). If the personal leave is not used, the days shall be credited in the total accumulation of reimbursable absence days.

C. Medical Verification

The Superintendent may, at his/her discretion, request a statement from the employee's doctor as to the type and extent of illness of an employee. Following major surgery, accident or illness, medical clearances must be obtained before resumption of duties.

D. Pay Out

Upon termination of employment for reasons other than retirement, death, or permanent disability, the right to accumulated paid sick leave shall automatically terminate. Employees who die, retire, or become permanently disabled shall receive payment of an amount equivalent to the value of the unused sick leave which the employee has accrued as described in this section. Such monies shall be paid out through an IRS approved 125 plan that has a cash option. Cash Option: Each Participant may elect to receive taxable cash compensation which shall include a payment, in lieu of Benefit coverage, in an amount to be determined by the Plan Administrator.

1. At Death or Permanently Disabled (while actively employed):

One hundred percent (100%) of accumulated credit up to ninety (90) days to be paid in a lump sum.

2. At Least Sixty-Two (62) Years of Age and Fifteen (15) or More Years of Service at Retirement:

- With twenty (20) years of service, or at age sixty-five (65), whichever occurs first, one hundred percent (100%) of accumulated credit up to ninety (90) days;
- With nineteen (19) years of service, or at age sixty-four (64), whichever occurs first, ninety-four percent (94%) of accumulated credit up to ninety (90) days;
- With eighteen (18) years of service, or at age sixty-three (63), whichever occurs first, eighty-seven percent (87%) of accumulated credit up to ninety (90) days;

- With seventeen (17) years of service, or at age sixty-two (62), whichever occurs first, eighty-two percent (82%) of accumulated credit up to ninety (90) days;
- At age sixty-two (62) with fifteen (15) years of service, eighty-two percent (82%) of accumulated credit up to ninety (90) days.

The amount described in this section shall be paid in annual installments over five (5) years or less. (Upon retirement, the number of years shall be declared.) The first installment payable on the first September 1 that follows severance with the District shall equal up to the amount, if any (taking into account the group health and dental plan coverage, if any, that the District provides to the employee), which the employee would be required to pay under the District's health and dental plans for that first year of coverage provided to him/her immediately before the day of retirement. The second installment, payable on the second September 1 that follows severance with the district, shall be determined in a similar fashion based on the costs of coverage for that second year of coverage. The installments shall continue each year until the total unused sick leave amount has been paid. Because the payments are made after severance of employment and in proportion to the number of days of unused sick leave, the District shall treat the payments as a bona fide severance plan.

Should the retired employee die after the beginning of this plan but before all monies have been expended, the remaining monies may be used by anyone covered under the insurance plans. Should there be no other covered individual, monies revert to the Estate.

3. Less Than Sixty-Two (62) Years of Age or Less Than Fifteen (15) Years of Service at Retirement:

Prior to age sixty-two (62), or less than fifteen (15) years of service - nothing will be paid.

E. Absence Days

If work schedules for those employees normally assigned as nine-month employees necessitates work to be completed during the summer, said employees shall be granted one (1) additional reimbursable absence day for every twenty (20) days worked between the last day of classes for students in Spring and the first day of classes in Fall.

15.2 Leaves of Absence Without Pay

A leave of absence, without pay, may be granted to any employee because of personal circumstances upon the authority of the Superintendent. The request

for the leave of absence shall be in writing and the employee's chief steward shall receive a copy thereof. Any employee having secured such authorized leave of absence who returns to his/her employment in accordance with the term of the leave, shall be entitled to the same rights and classifications held by him/her prior to his/her leave. Seniority and other fringe benefits shall not accrue while an employee is on an unpaid leave of absence, unless otherwise required by law.

15.3 Jury Duty

Any employee who is obligated to be absent from his/her duties because he/she has been summoned for jury service will be paid the difference between his/her jury duty pay and his/her full wages.

15.4 Workers Compensation Supplement

When an employee is injured while working for the Employer and as a result is entitled to Worker's Compensation, the Employer will supplement Worker's Compensation time loss pay in the following manner, but not to exceed six (6) months for any one injury:

- six (6) months of employment - none.
- after six (6) months of employment - fifty percent (50%) of difference between Worker's Compensation payment and employee's full straight time salary.
- after eighteen (18) months - sixty percent (60%) of difference.
- after thirty (30) months - seventy percent (70%) of difference.
- after forty-two months - eighty percent (80%) of difference.
- after fifty-four (54) months - ninety percent (90%) of difference.
- after sixty-six (66) months - one hundred percent (100%) of difference.

Such payments shall be subtracted from an employee's accumulated reimbursable absence on the nearest half (1/2) day basis. When such leave is exhausted, this supplement shall terminate. The Worker's Compensation supplement provided for in this Section may be refused by the employee at his/her discretion.

Level	1	2	3	4	5	6	7
Months of Employment	0 - 5	6 - 17	18 - 29	30 - 41	42 - 53	54 - 65	>=66
Supplement Calculation	ineligible	50% x (Employee's full straight time wage when injured – Worker's Compensation)	60% x (Employee's full straight time wage when injured – Worker's Compensation)	70% x (Employee's full straight time wage when injured – Worker's Compensation)	80% x (Employee's full straight time wage when injured – Worker's Compensation)	90% x (Employee's full straight time wage when injured – Worker's Compensation)	100% x (Employee's full straight time wage when injured – Worker's Compensation)

16.0 INSURANCE AND PHYSICALS

16.1 Health Insurance

The Board of Education agrees to pay ninety percent (90%) of the single or family monthly premium for group medical and hospitalization (including major medical) insurance/health benefit programs for all employees working at least twenty (20) hours per week. Effective July 1, 2005, the Board of Education agrees to pay ninety percent (90%) of the single or family monthly premium for all employees working at least thirty-seven and one-half (37-1/2) hours per week.

Effective July 1, 2006, the Board's contribution for employees working at least twenty (20) hours but less than thirty-seven and one-half (37-1/2) hours per week shall be pro-rated based upon the Board's 90% contribution for full-time employees working thirty-seven and one-half (37-1/2) hours per week.

Example: An employee who works thirty (30) hours per week shall be entitled to District pro-rata contributions of seventy-two percent (72%) of the single or family monthly premium. (30 hours divided by 37.5 hours times 90%.)

Any part-time employee who, as of January 27, 2005, was enrolled in the District's health insurance program, shall retain his/her ninety percent (90%) contribution regardless of hours worked per week.

Effective July 1, 2011, the above Employer contribution calculations shall be based on 87.4% instead of 90%.

Retiree Health – For employees hired before March 14, 2011, employees who have been actively employed by the District for at least each of the last ten (10) years prior to retirement, and who retire at age sixty-two (62) or older, shall have seventy-five percent (75%) of their health insurance coverage paid by the Employer through the end of the month in which they die or become eligible for Medicare, whichever occurs first. The monies contributed by the Employer for insurance purposes shall be capped at one hundred twenty percent (120%) of the Employer's share of the insurance cost at the time of the employee's retirement. After becoming eligible for Medicare they will be allowed to remain in the group supplemental plan at their own expense until the end of the sixtieth

(60th) month after becoming eligible for Medicare, or until their death, whichever occurs first.

Employees who are eligible at the time of retirement for District provided health insurance coverage but have opted out of District provided health insurance coverage while actively employed due to other coverage will be offered, at the time of retirement, a one-time option to enter into the retiree coverage provided by the District according to the stipulations as outlined in the preceding paragraph.

16.2 Dental Insurance

The Board of Education agrees to pay one hundred percent (100%) of the single or family monthly premium for group dental insurance for all employees working at least twenty (20) hours per week.

16.3 Life Insurance

The Board of Education shall pay ninety percent (90%) of the premium for an approved life insurance policy. Each employee may elect to carry life insurance to the nearest five hundred dollars (\$500) of (but not to exceed) double his/her projected annual wage.

16.4 Long Term Disability Insurance

The Board of Education shall provide to all employees, at no cost to the employee, long term disability insurance.

16.5 Carriers

The carriers and the benefit plan(s) for the Health, Dental, Life and Disability insurance shall be the same as that provided to the FEA, Inc., unless otherwise provided herein.

The Union will be allowed representation similar to that provided to other bargaining units in the School District to serve on any District established committee to review insurance benefit programs.

16.6 Beginning Coverage Date

Insurance coverage shall begin no later than the first day of the month following the first day worked unless the plan or this Agreement provides otherwise.

16.7 Physicals

The cost of all employer-required physicals not covered by insurance shall be borne by the Board to the extent of the employer's requirements. The District shall provide a school health form which shall define the scope of any required physical examinations. Employees are encouraged to schedule physical examinations outside of regular work hours. In the event such scheduling is not possible, the employee will be allowed time off with such time charged to the employee's earned sick leave.

16.8 Flexible Spending Account

The District shall offer to its employees an IRS section 125 Plan. Such plan shall offer the ability to shelter all eligible expenses, including but not limited to, insurance premium costs, additional medical/dental/vision costs and dependent care costs.

17.0 WISCONSIN RETIREMENT SYSTEM

Employees shall participate in the Wisconsin Retirement Plan on the first day of employment, if eligible in accordance with the rules of the Department of Employee Trust Funds. In addition to the required Employer's share, the Employer shall pay the actual employee contribution to the Wisconsin Retirement System required by the Department of Employee Trust Funds through June 30, 2011. Effective July 1, 2011, the employee shall pay fifty percent (50%) of the contributions to the Wisconsin Retirement System.

18.0 MISCELLANEOUS

18.1 Administering Medication/Provision of Emergency Care

Employees who have received written authorization from an administrator may be required to administer a drug or prescription drug to a student. The parties acknowledge the provisions of Section 118.29 Statutes of Wisconsin. (See Appendix C)

18.2 Car Mileage

Employees who are required to travel from school to school with their own car or use their car for school business during their work day shall be compensated at the IRS rate.

18.3 Personnel File, Examination of Contents

Employees shall have the right to examine their personnel file and to receive copies of documents contained therein to the extent authorized by law.

18.4 Closing of Schools

If school is closed for reasons of any emergency, employee will not be expected to report to work and therefore will not be paid. However, certain employees may be designated in advance that in the event of such emergencies, they are to report to work when school is closed. If so designated they will work and will be paid. No one, however, is asked to risk personal injury in order to report to work.

Employees who do not report to work will have the option to take the day without pay, make up the time lost anytime prior to June 15 of that school year, or utilize a vacation day from any available accumulation for purposes of maintaining pay status. The make-up of time is subject to the approval of his/her supervisor and the availability of work.

18.5 Inservice, Workshops and Seminars

Employees who are required to obtain licensure/certification due to assignment by the District shall be compensated by the District. Said compensation shall include, but not be limited to, the cost of credits for certification, license fees, etc.

18.6 Rest Breaks

Employees who work four (4) or more hours per day shall be entitled to one (1) fifteen (15) minute break in their schedule of hours. Employees who work seven (7) or more hours shall be entitled to a second fifteen (15) minute paid break.

19.0 GRIEVANCE PROCEDURE

19.1 Purpose

The purpose of this procedure is to provide an orderly method for resolving differences arising during the term of this Agreement. A determined effort shall be made to settle any such differences through the use of the grievance procedure.

19.2 Definition

For the purpose of this Agreement, a "grievance" is defined as alleged violation of a specific provision of this Agreement.

19.3 Time Limits Application

Time limits set forth shall be exclusive of Saturdays, Sundays, and holidays and the time limits for processing grievances from one step in the procedure to another may be extended upon mutual agreement.

19.4 Steps of the Grievance Procedure

Step 1 An employee shall, within fifteen (15) days after the event giving rise to the grievance occurred, or the employee could reasonably have been expected to have knowledge of it, submit such grievance directly to the immediate supervisor with a copy to the building principal or, in the case of Special Education Aides, to the Director of Pupil Services. The grievant and/or a Union Representative may present the grievance. The immediate supervisor shall provide a written answer to the grievant and the Union Representative within two (10) days after the submission of the grievance at Step 1.

Step 2 If a satisfactory settlement is not reached in Step 1 within ten (10) days from the receipt of the written Step 1 answer, the Union Representative may present the grievance in writing to the Superintendent or the Superintendent's designated representative. The Superintendent or the Superintendent's designated representative shall respond in writing to the Union Representative within seven (7) days after the submission of the grievance at Step 2.

Step 3 If a satisfactory settlement is not reached in Step 2 within ten (10) days from the receipt of the written Step 2 answer, the Union Representative may present the written grievance to the Superintendent. Thereafter the Union Representative may present the grievance to the Board of Education at a scheduled meeting to be held not later than 45 days after submission of the grievance at Step 3. The Board of Education shall respond to the Union Representative in writing within fifteen (15) days following the scheduled grievance hearing meeting.

Step 4 If a satisfactory settlement is not reached in Step 3 or if no answer is given within the time noted, the Union may, within twenty (20) days, notify the Board of its desire to submit such grievance to arbitration. In such event, the parties will attempt to appoint, by mutual agreement, an impartial arbitrator within fifteen (15) days. In the event that the parties have not agreed on the selection of the arbitrator within the specified fifteen (15) days, the Union may file a written request with the WERC to appoint an arbitrator from the Commission or its staff.

The arbitrator will confer with the Board and the Union and shall hold hearings promptly and shall issue his/her decision on a timely basis. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall not have any power or authority to add to, disregard, subtract from, or modify any terms of this

Agreement or any amendments hereto nor to change the structure of a classification. The decision of the arbitrator shall be final and binding on the parties except as forbidden by law. In the event there is a charge for the services of the arbitrator, including per diem expenses, the parties shall share such expenses equally.

19.5 Group Grievance

A general or group grievance may be filed by the Union and initiated in Step 2.

19.6 Miscellaneous

The parties agree to follow each of the foregoing steps of the grievance procedure. If the Employer fails to give a written answer with the time limits set out for any step, the Union may immediately appeal to the next step. Grievances not processed to the next step within the prescribed time limits shall be considered dropped.

20.0 AMENDMENTS AND DURATION OF AGREEMENT

20.1 Amendments

This Agreement is subject to amendment, alteration or addition only by written agreement between and executed by the Board and the Union where mutually agreeable.

20.2 Contract Printing

The Agreement shall be printed and distributed to all employees at the expense of the Board of Education.

20.3 Conformity to Law Savings Clause

- A. If any provision of this Agreement is or shall at anytime be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law any substitute action shall be subject to appropriate consultation and negotiation with the Union.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to the law, all other provisions of this Agreement shall continue in effect.

20.4 No Strike Clause

- A. Neither the Union nor any of its officers or District employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement and until a successor agreement is ratified by both parties.
- B. Upon notification by the District to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately, in writing, order such members to return to work.

20.5 Waiver/Zipper Clause

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. As a result each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement.

20.6 Term of Agreement

This Agreement reached as a result of collective bargaining shall be in effect July 1, 2010, and shall remain in effect through June 30, 2012.

This Agreement shall be binding upon the parties who are signatures thereto.

FOR THE BOARD:

President

Clerk

Date

FOR THE UNION:

President/FESS Representative

Chairperson/Negotiations Committee

Date

APPENDIX “A” – Salary Schedules

2010-11 Year 1 Schedule						
Across-the-board % increase:	0.00%	0.00%	0.00%	0.00%	0.00%	
Across-the-board \$ increase:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Step 1 (Start)	Step 2 (1 Yr.)	Step 3 (2 Yr.)	Step 4 (3 Yr.)	Step 5 (4 Yr.)	Step 6 (5 Yr.)
PC & Network Support Specialist	\$18.74	\$19.43	\$20.08	\$20.74	\$21.55	\$22.33
Payroll Secretary	\$17.33	\$18.19	\$19.06	\$19.93	\$20.79	\$21.66
Secretary III	\$14.59	\$15.14	\$15.64	\$16.15	\$16.79	\$17.39
Secretary II	\$13.23	\$13.72	\$14.19	\$14.72	\$15.22	\$15.77
Secretary/Tech., Aide II	\$11.95	\$12.34	\$12.79	\$13.20	\$13.68	\$14.19
Clerk/Typist, Aide I	\$10.74	\$11.15	\$11.59	\$12.02	\$12.44	\$12.93
Para-Professional	\$ 9.79	\$10.16	\$10.53	\$10.86	\$11.25	\$11.62

2011-12 Year 2 Schedule (No Step or Longevity Movement Allowed)						
Across-the-board % increase:	0.00%	0.00%	0.00%	0.00%	0.00%	
Across-the-board \$ increase:	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	
	Step 1	Step 2 (1 Yr.)	Step 3 (2 Yr.)	Step 4 (3 Yr.)	Step 5 (4 Yr.)	Step 6 (5 Yr.)
PC & Network Support Specialist	\$18.85	\$19.54	\$20.19	\$20.85	\$21.66	\$22.44
Payroll Secretary	\$17.44	\$18.30	\$19.17	\$20.04	\$20.90	\$21.77
Secretary III	\$14.70	\$15.25	\$15.75	\$16.26	\$16.90	\$17.50
Secretary II	\$13.34	\$13.83	\$14.30	\$14.83	\$15.33	\$15.88
Secretary/Tech., Aide II	\$12.06	\$12.45	\$12.90	\$13.31	\$13.79	\$14.30
Clerk/Typist, Aide I	\$10.85	\$11.26	\$11.70	\$12.13	\$12.55	\$13.04
Para-Professional	\$ 9.90	\$10.27	\$10.64	\$10.97	\$11.36	\$11.73

**APPENDIX "B" – Memorandum of Understanding
Longevity Years**

The undersigned, representing the Fort Atkinson Educational Support Staff (FESS), understand that the change in the method of computing "years" for longevity purposes, beginning with the 2000-2002 labor Agreement, will alter the relationship between wages of members of the bargaining unit, and will dramatically alter the records that will be kept to facilitate longevity computations in the future. As a result, returning to the previous system will be difficult, if not impossible, to do accurately.

The Board of Education, School District of Fort Atkinson, has agreed to the changed method of calculating "years" for longevity purposes, as proposed by FESS, with the understanding that this change in methodology will be permanent.

FOR THE BOARD:

Leona J. Chadwick
President

Bart Detwiler
Clerk

Date

FOR THE UNION:

Susan Urban
President

Eugene D. Thomas
Chairperson, Negotiations Committee

7-20-00
Date

APPENDIX “C” – Administration of Drugs and Emergency Care

118.29 Administration of drugs to pupils and emergency care. (1) DEFINITIONS. In this section:

(a) “Administer” means the direct application of a nonprescription drug product or prescription drug, whether by injection, ingestion or other means, to the human body.

(b) “Drug” means any substance recognized as a drug in the official U.S. pharmacopoeia and national formulary or official homeopathic pharmacopoeia of the United States or any supplement to either of them.

(bg) “Drug product” means a specific drug or drugs in a specific dosage form and strength from a known source of manufacture.

(bm) “Epinephrine auto-injector” means a device used for the automatic injection of epinephrine into the human body.

(c) “Health care professional” means a person licensed as an emergency medical technician under s. 256.15, a person certified as a first responder under s. 256.15 (8) or any person licensed, certified, permitted or registered under chs. 441 or 446 to 449.

(d) “High degree of negligence” means criminal negligence, as defined in s. 939.25 (1).

(dm) “Nonprescription drug product” means any nonnarcotic drug product which may be sold without a prescription order and which is prepackaged for use by consumers and labeled in accordance with the requirements of state and federal law.

(e) “Practitioner” means any physician, dentist, optometrist, physician assistant, advanced practice nurse prescriber, or podiatrist licensed in any state.

(f) “Prescription drug” has the meaning specified in s. 450.01 (20).

(2) **AUTHORITY TO ADMINISTER DRUGS; CIVIL LIABILITY EXEMPTION.** (a) Notwithstanding chs. 441, 447, 448, and 450, a school bus operator validly authorized under ss. 343.12 and 343.17 (3) (c) to operate the school bus he or she is operating, any school employee or volunteer, county children with disabilities education board employee or volunteer or cooperative educational service agency employee or volunteer authorized in writing by the administrator of the school district, the board or the agency, respectively, or by a school principal, any private school employee or volunteer authorized in writing by a private school administrator or private school principal, and any tribal school employee or volunteer authorized in writing by a tribal school administrator or tribal school principal:

1. a. Except as provided in subd. 1. b., may administer any nonprescription drug product to a pupil in compliance with the written instructions of the pupil’s parent or guardian if the pupil’s parent or guardian consents in writing, the nonprescription drug product is supplied by the pupil’s parent or guardian in the original manufacturer’s package, and the package lists the ingredients and recommended therapeutic dose in a legible format.

b. May administer a nonprescription drug product to a pupil in a dosage other than the recommended therapeutic dose only if the request to do so is accompanied by the written approval of the pupil’s practitioner.

2. May administer a prescription drug to a pupil in compliance with the written instructions of a practitioner if the pupil’s parent or guardian consents in writing; the prescription drug is supplied by the pupil’s parent or guardian in the original pharmacy-labeled package; and the package specifies the name of the pupil, the name of the prescriber, the name of the prescription drug, the dose, the effective date, and the directions in a legible format.

2m. Except for epinephrine administered under subd. 2., may use an epinephrine auto-injector to administer epinephrine to any pupil who appears to be experiencing a severe allergic reaction if, as soon as practicable, the school bus operator, employee or volunteer reports the allergic reaction by dialing the telephone number “911” or, in an area in which the telephone number “911” is not available, the telephone number for an emergency medical service provider.

2r. Except for glucagon administered under subd. 2., may administer glucagon to any pupil who the school bus driver, employee, or volunteer knows is diabetic and who appears to be experiencing a severe low blood sugar event with altered consciousness if, as soon as practicable, the school bus operator, employee, or volunteer reports the event by dialing the telephone number “911” or, in an area in which the telephone number “911” is not available, the telephone number for an emergency medical service provider.

3. Subject to sub. (4m), is immune from civil liability for his or her acts or omissions in administering a nonprescription drug product or prescription drug to a pupil under subd. 1., 2., 2m., or 2r. unless the act is in violation of sub. (6) or the act or omission constitutes a high degree of negligence. This subdivision does not apply to health care professionals.

NOTE: Subd. 3. is shown as affected by 2 acts of the 2009 Wisconsin legislature and as merged by the legislative reference bureau under s. 13.92 (2) (f).

(b) Subject to sub. (4m), any school district administrator, county children with disabilities education board administrator, cooperative educational service agency administrator, public, private, or tribal school principal, or private or tribal school administrator who authorizes an employee or volunteer to administer a

nonprescription drug product or prescription drug to a pupil under par. (a) is immune from civil liability for the act of authorization unless it constitutes a high degree of negligence or the administrator or principal authorizes a person who has not received the required training under sub. (6) to administer a nonprescription drug product or prescription drug to a pupil.

NOTE: Par. (b) is shown as affected by 2 acts of the 2009 Wisconsin legislature and as merged by the legislative reference bureau under s. 13.92 (2) (f).

(3) **EMERGENCY CARE; CIVIL LIABILITY EXEMPTION.** Any school bus operator validly authorized under ss. 343.12 and 343.17 (3) (c) to operate the school bus he or she is operating and any public, private, or tribal school employee or volunteer, county children with disabilities education board employee or volunteer, or cooperative educational service agency employee or volunteer, other than a health care professional, who in good faith renders emergency care to a pupil of a public, private, or tribal school is immune from civil liability for his or her acts or omissions in rendering such emergency care. The immunity from civil liability provided under this subsection is in addition to and not in lieu of that provided under s. 895.48 (1).

(4) **WRITTEN POLICIES.** Any school board, county children with disabilities education board, cooperative educational service agency or governing body of a private school whose employees or volunteers may be authorized to administer nonprescription drug products or prescription drugs to pupils under this section shall adopt a written policy governing the administration of nonprescription drug products and prescription drugs to pupils. In developing the policy, the school board, board, agency or governing body shall seek the assistance of one or more school nurses who are employees of the school board, board, agency or governing body or are providing services or consultation under s. 121.02 (1) (g). The policy shall include procedures for obtaining and filing in the school or other appropriate facility the written instructions and consent required under sub. (2) (a), for the periodic review of such written instructions by a registered nurse licensed under s. 441.06 or in a party state, as defined in s. 441.50 (2) (j), for the storing of nonprescription drug products and prescription drugs, and for record keeping, including documenting the administration of each dose, including errors.

(4m) **APPLICABILITY TO TRIBAL SCHOOL EMPLOYEES.** The immunity under sub. (2) applies to a tribal school employee, administrator, or volunteer only if the governing body of the tribal school has adopted a written policy that complies with sub. (4).

(5) **EXEMPTION.** No employee except a health care professional may be required to administer a nonprescription drug product or prescription drug to a pupil under this section by any means other than ingestion.

(6) **TRAINING.** Notwithstanding sub. (2) (a) 1. to 2r., no school bus driver, employee, or volunteer may administer a nonprescription drug product or prescription drug under sub. (2) (a) 1. or 2., use an epinephrine auto-injector under sub. (2) (a) 2m., or administer glucagon under sub. (2) (a) 2r. unless he or she has received training, approved by the department, in administering nonprescription drug products and prescription drugs. This subsection does not apply to health care professionals.

History: 1983 a. 334; 1985 a. 146 s. 8; 1985 a. 218; 1987 a. 14, 399; 1989 a. 56, 102, 105; 1991 a. 103; 1997 a. 164; 1999 a. 56, 126; 2001 a. 16, 83; 2007 a. 130; 2009 a. 160, 302; s. 13.92 (2) (g).

118.291 Asthmatic pupils; possession and use of inhalers. (1g) In this section:

(a) “Asthma” means a chronic inflammatory disease of the airways, characterized by airway obstruction, which is at least partially reversible and which manifests as increased bronchial responsiveness to a variety of stimuli.

(b) “School” includes a public, private, and tribal school.

(1r) While in school, at a school-sponsored activity or under the supervision of a school authority, an asthmatic pupil may pos-

sess and use a metered dose inhaler or dry powder inhaler if all of the following are true:

(a) The pupil uses the inhaler before exercise to prevent the onset of asthmatic symptoms or uses the inhaler to alleviate asthmatic symptoms.

(b) The pupil has the written approval of the pupil’s physician and, if the pupil is a minor, the written approval of the pupil’s parent or guardian.

(c) The pupil has provided the school principal with a copy of the approval or approvals under par. (b).

(2) (a) No school district, school board or school district employee is civilly liable for injury to a pupil caused by a school district employee who prohibits a pupil from using an inhaler because of the employee’s good faith belief that the requirements of sub. (1r) had not been satisfied or who allows a pupil to use an inhaler because of the employee’s good faith belief that the requirements of sub. (1r) had been satisfied.

(b) No private school or private school employee is civilly liable for injury to a pupil caused by a private school employee who prohibits a pupil from using an inhaler because of the employee’s good faith belief that the requirements of sub. (1r) had not been satisfied or who allows a pupil to use an inhaler because of the employee’s good faith belief that the requirements of sub. (1r) had been satisfied.

(c) No tribal school or tribal school employee is civilly liable for injury to a pupil caused by a tribal school employee who prohibits a pupil from using an inhaler because of the employee’s good faith belief that the requirements of sub. (1r) had not been satisfied or who allows a pupil to use an inhaler because of the employee’s good faith belief that the requirements of sub. (1r) had been satisfied.

History: 1997 a. 77; 2005 a. 398; 2009 a. 302.

118.295 Suicide intervention; civil liability exemption. Any school board, private school, tribal school, county children with disabilities education board, or cooperative educational service agency, and any officer, employee, or volunteer thereof, who in good faith attempts to prevent suicide by a pupil is immune from civil liability for his or her acts or omissions in respect to the suicide or attempted suicide. The civil liability immunity provided in this section is in addition to and not in lieu of that provided under s. 895.48 (1).

History: 1985 a. 29; 1987 a. 14; 1997 a. 164; 2009 a. 302.

**APPENDIX "D" – Memorandum of Understanding
PC and Network Support Specialist**

AGREEMENT

The Fort Atkinson Educational Support Staff, Inc. ("FESS") and the School District of Fort Atkinson ("School District") do hereby agree to the following:

1. The position of PC and Network Support Specialist (the "*Position*") is hereby incorporated into the bargaining unit represented by FESS, effective on 9-1-07.
2. The parties agree that the wages, hours and conditions of employment for the *Position* that were in existence prior to the effective date specified in paragraph 1 hereof, shall continue as the status quo, unless and until changed through the process of collective bargaining, except, however, the parties agree that the following terms of the collective bargaining agreement between FESS and the School District shall apply:
 - a. The provisions of Article 6.0, Dues Deduction and Fair Share, shall apply to the *Position* effective 9-1-07.
 - b. The provisions of Article 8.0, Probation and Discipline, shall apply to the *Position* effective 9-1-07.
 - c. The provisions of Article 19.0, Grievance Procedure, shall apply to the *Position* effective 9-1-07.
3. This Agreement does not create a practice, and shall not be considered a precedent by either party in any future case.
4. Neither party waives the right to petition the Wisconsin Employment Relations Commission for a unit clarification of the FESS bargaining unit in regard to the *Position* addressed herein, or any other position in the unit. This Agreement shall not serve as a bar to any such Petition.
5. The parties agree that the collective bargaining contemplated in paragraph 2 hereof concerning the *Position* will be deferred until the parties mutually agree or until bargaining over the successor to the 2007-2010 collective bargaining agreement begins.

Dated this 25 day of June, 2007.


FORT ATKINSON EDUCATIONAL
SUPPORT STAFF, INC.


FORT ATKINSON SCHOOL DISTRICT
6-25-0

APPENDIX “E” – ACT 11 and Roth TSAs

Other conditions of settlement for 2007-2010:

“Attached are three years of wage rates – developed with the concept of a cents per hour increase guaranteed in each year, the elimination of total package bargaining, and a sign-off on the FESS claim to the Act 11 credits allowing the District to apply the credits to the unfunded liability with the WRS and make Roth TSA’s available to all employees.”