

All employees have a duty to report incidents of alleged harassment or bullying to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of alleged harassment or bullying may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to harassment or bullying complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.

This policy and its accompanying procedures shall be published annually and distributed to all staff. District staff will be required to sign an acknowledgment of receipt of the policy and procedure on an annual basis. Training shall be conducted annually on this policy for all staff in the District.

## **SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS**

### **3.01 District Expectations**

The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

The District expects employees to comply with the standards of conduct set out in Board policies, this *Handbook*, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

The following delineation of employment practices is for informational purposes and is not intended to be an exhaustive list of all employment expectations that may be found in other applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

### **3.02 Accident/Incident Reports**

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted to the supervisor within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Handbook* on page 48.

### **3.03 Attendance**

The District expects employees to make every effort to be present for work. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as further specified in other parts of this *Handbook*. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator.

Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for in Employee Access using the appropriate designated options. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

Employees who fail to provide adequate notice of tardiness using the notification procedures outlined above, and incur instances of unexcused tardiness as a result, will be subject to discipline up to and including discharge. "Tardiness" is defined as failing to report to work at the scheduled start time of an employee's shift or workday, including failing to

report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has punched in at the start of his or her scheduled shift or workday, but who is not prepared to actually begin working at that time. An employee who incurs 2 unexcused instances of tardiness without providing adequate notice to the district in any 120 day period may be terminated for excessive tardiness.

Employees who fail to provide adequate notice of absences using the notification procedures outlined above, and incur unexcused absences as a result, will be subject to discipline up to and including discharge. Absence is defined as failing to report to work for a scheduled shift or workday without having secured preapproved leave. An employee who incurs 2 or more unexcused absences without providing adequate notice to the district in any 120-day period may be terminated for excessive absenteeism.

The District reserves the right to waive enforcement of these rules in very limited circumstances as may be necessary to provide a reasonable accommodation for a qualified individual with a disability under the Americans with Disabilities Act.

**\*Special attendance provisions for employees who are volunteer fire fighters, emergency medical services practitioners, emergency medical responders, or ambulance drivers:**

In the following paragraphs, “emergency” is defined as “a fire, hazardous substance release, medical condition, or any other situation that poses a clear and immediate danger to life or health or a significant loss of property.”

Notwithstanding the District’s normal attendance and absence reporting requirements as identified above, the District will permit an employee who is a volunteer fire fighter, emergency medical services practitioner, emergency medical responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation to be late for or absent from work without pay if (a) the lateness or absence is due to the employee responding to an emergency that begins before the employee is required to report to work, and (b) the employee complies with the following requirements:

1. Within 30 days of becoming a member of volunteer fire department or fire company or becoming affiliated with an ambulance service provider, the employee must submit to the District a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider that notifies the District that the employee is a volunteer fire fighter, emergency medical services practitioner, emergency medical responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation.
2. When dispatched to an emergency, the employee must make every effort to notify the District that he/she may be late for or absent from work due to the employee’s response to an emergency.
3. If an employee is late for or absent from work due to his/her response to an emergency, he/she must, upon request, provide a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider which certifies (a) that the employee was responding to an emergency during the time period that the employee was late for or absent from work and (b) the date and time of the response to the emergency.

If an employee is absent from work pursuant to these provisions, the employee may substitute accrued, paid leave time (e.g., sick/personal leave) to cover a period of absence due to the employee’s response to an emergency.

### **3.04 Bulletin Boards**

The Employer shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law. The District Administrator will be provided a copy of all posted material at the time of the posting. The District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

District policy and applicable law. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law. The District Administrator will be provided a copy of all posted material at the time of the posting. The District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

### **3.05 Child Abuse Reporting and Threats of School Violence Reporting**

- A. Except as provided under Wisconsin Statute §48.981, sub. (2m), any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B. At all times, school employees shall make the report to county child protective services or law enforcement personnel as quickly as possible. Any delay is not in the best interests of the child and is not consistent with District policy.
- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.
- C. District employees, including administrators, may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. School personnel are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel.

#### **Threats of School Violence Reporting**

- A. Any school employee who believes in good faith that there is a serious and imminent threat to the health or safety of any student, any school employee, or the public, based on a threat that has been made by an individual seen in the course of the employee's professional duties regarding violence in or targeted at a school, shall report the threat as required by state law and this handbook provision. In particular:
  1. The facts and circumstance contributing to the belief that there is such a serious and imminent threat shall be reported immediately, by telephone or personally, directly to a law enforcement agency.
  2. The person making the report to law enforcement shall also immediately inform the Building Principal and/or District Administrator of the nature of the threat and circumstances. Such notice to a responsible administrator or supervisor in the District does not have to be given prior to contacting a law enforcement agency.
- B. The administration shall promptly evaluate and process known threats of school-related violence according to the District's school safety plan and under any other established procedures for responding to safety emergencies.
- C. The District shall not take any disciplinary action against a school employee, discriminate against an employee in regard to employment, or threaten an employee with any such treatment for making a report of threatened school violence in good faith under this handbook provision. School employees may be subject to District disciplinary action, as well as penalties under state law, for failure to report such threats.

### **3.06 Communications**

District employees are expected to abide by the following rules when using information technology communication resources.

#### **A. Electronic Communications:**

1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be

instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

### 3.25 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel Reimbursement

- A. Allowances or Mileage Reimbursement: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement may be requested to undergo an annual driver's license record check. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, trenchers, and golf carts. Mileage reimbursement amounts are set forth in [Part I, Section 7.01](#). It is expected that employees drive a school vehicle when applicable, and all planned mileage reimbursements should be preapproved by administration.
- B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the District Administrator. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.
- C. Drivers:
1. All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. *See* WIS. STAT. § 121.52(2).
  2. All drivers shall submit at least once every three years a statement from his or her health care provider stating that the operator is not afflicted with or suffering from any mental or physical disability or disease such as to prevent the operator from exercising reasonable control over a motor vehicle.
  3. All drivers shall submit or allow at least once every three years a driver's license record check.
  4. All drivers shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs (Part I, Section 3.14). Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property
- D. Personal Transportation Utilized for School Use  
*\*Employee Transportation of Students in Personal Vehicles is Strongly Discouraged\**
1. Car Insurance  
**Editor's Note:** § 121.555(2)(a) requires insurance coverage with at least \$10,000 in property damage coverage, \$25,000 in bodily injury coverage for each person and \$50,000 total limit for each accident. The minimum insurance requirements specified below exceed the minimum required by state law. Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability or \$250,000/\$500,000 bodily injury and \$100,000 property damage. This form of alternative transportation will be utilized only as a last resort and employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle. *See Wis. Stats. § 121.555.*
  2. Operator Requirements. Employees who transport students in a motor vehicle transporting 9 or less

retirement pay provision. No severance pay will be made to any employee dismissed with discipline.

- C. **Buy-Back:** At the end of each year, persons with more than one hundred (100) maximum cumulative days of sick leave and those with a grandfathered total greater than one hundred (100), will be paid for those days at the rate of twenty-five (\$25) per day for full days.

### **9.05 Sick Leave and Long-term Disability**

In the event an employee becomes eligible for benefits under the District's long term disability insurance program, the employee will no longer receive paid sick leave.

### **9.06 Reporting Procedure - Doctor's Certificate**

If at all possible, each employee shall be required to inform his/her supervisor prior to his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.02 above. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

### **9.07 Holidays during Sick Leave**

In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.

### **9.08 Sick Leave Listing**

Each employee will be provided access to a current summary listing of his/her sick leave usage during the previous employment year.

### **9.09 Accessing Employee Emergency Sick Leave Pool**

Annually by May 1 employees of the School District of Colby may designate that a contribution of from one to five sick days from any employee's personal sick leave account may be allocated to the District's Emergency Sick Leave Pool. By this donation, the employee relinquishes any and all subsequent claims to the sick days being designated to the District Emergency Sick Leave Pool and all employees will be eligible to access sick days from the Emergency Sick Leave Pool whenever they may qualify. as found in [Board Policy #532.4](#).

All employee contributors will sign a statement stipulating their voluntary contribution of one to five days to the Emergency Sick Leave Pool for the designated school year, and acknowledging that each day contributed is surrendered with full knowledge of the post-retirement benefit value and impact.

The days contributed to the pool will remain available for employees' emergency use and the pool of unused sick days available for emergency use by employees will be carried to the subsequent year. If, upon evaluation and recommendation of the Emergency Sick Leave Pool Review Committee, the number of sick leave days within the pool is deemed adequate for the school year, the Superintendent may declare a moratorium on contributions to the sick leave pool until such time as the unused sick days are depleted and a new contribution period is warranted.

The District's Administrative Assistant – Payroll maintains all employees' sick leave records and will also manage recordkeeping for the District's Emergency Sick Leave Pool. Annually by October 1, the Administrative Assistant-Payroll will report the number of accumulated days in the Emergency Sick Leave Pool to the District Bookkeeper.

If during the course of the school year, the Emergency Sick Leave Pool is depleted [no additional sick days are available for employees' emergency use], the Superintendent may declare a two-week period whereby employees who desire to contribute to the pool again may certify one to five additional days as a contribution to the Emergency Sick Leave Pool for the current school year.

When an employee is diagnosed with an illness or undergoes any accident, operation, or emergency circumstance for which sick leave would apply (excluding child rearing leave, unless other extenuating medical conditions are present) and for which the employee would be necessarily away from job tasks for ten days or more, the employee [or his designee] may make application for emergency sick days to the Superintendent who will forward this request to a meeting of the

## SECTION 12. PERSONAL LEAVE

### 12.01 Personal Days Provided

- A. Calendar Year Employees\*: Employees shall be entitled to up to 2 days of personal leave each employment year. Such days shall be deducted from the employee's accumulated sick leave.
  - B. School Year Employees: Employees shall be entitled to up to 2 days of personal leave each employment year. Such days shall be deducted from the employee's accumulated sick leave.
- \* Personal day benefit does not apply to employees covered under Part IV – Executive Support Staff.

### 12.02 Supplemental Personal Leave

An employee who has exceeded the maximum accumulation of sick days as defined in Part I, Section 9.03 and who is entitled to sick leave buy back (Part I, Section 9.04c) may request in writing to the District Administrator supplemental personal leave. If approved by the District Administrator, an employee may exchange four (4) unused sick days for one (1) personal day in lieu of the buyback option identified in Part I, Section 9.04c. Employees are required to use their current personal days prior to this request and these days may not be banked for future use. The intent of this provision is to provide additional flexibility to staff while not incurring an additional expense for the district.

### 12.03 Reasons for Personal Leave

Personal leave may be used for compelling personal obligations which cannot reasonably be conducted outside of the employee's workday. Hourly staff covered under Part III of the Handbook may utilize personal leave for days when school is cancelled.

### 12.04 Personal Leave Day Restrictions

The personal leave day will not be granted during the first or last week of a semester, on a parent-teacher conference day or on an in-service day. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. In addition, personal leave shall not be used to attend Association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.

### 12.05 Approval of Personal Leave and the Total Number of Employees on Personal Leave

- A. The request to the Administrator shall be made as far in advance as possible, normally not less than five (5) days. Emergencies may delay the submitting of the request until the employee returns to work.
- B. The Administrator has the right to approve or disapprove all requests.
- C. No more than three (3) employees covered under Part II of the handbook and no more than two (2) employees covered under Part III of the handbook per building may take personal leave on any given day when school is in session, unless the District Administrator or his/her designee grants approval to exceed the five (5) total employee limit per building.

### 12.06 Part-time Employees

Part-time employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works 2,080 hours per year.

### 12.07 Personal Leave Increments

Personal leave may be allowed in increments of one-half day.

## SECTION 13. UNIFORMED SERVICES LEAVE

### 13.01 Uniformed Services Leave of Absence

The following paragraphs implement certain aspects of the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). While USERRA applies to most types of service within the "uniformed services," these provisions are not intended to diminish any additional rights and benefits provided by other state and federal laws. Further, in limited situations where USERRA may not be applicable (e.g., for certain state call-ups of the National

Guard), other laws and/or District policies may apply and provide an employee different rights and benefits.

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this *Handbook*.

The “uniformed services” consist of the following [20 CFR § 1002.5(o)]:

- A. Army, Navy, Marine Corps, Air Force and Coast Guard
- B. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve
- C. Army National Guard and Air National Guard
- D. Commissioned Corps of the Public Health Service
- E. Any other category of persons designated by the President in time of war or emergency

National Guard service under authority of state law (i.e., certain state call-ups) and service performed in the Commissioned Corps of the National Oceanic and Atmospheric Administration (NOAA), the Civil Air Patrol, and the Coast Guard Auxiliary are not protected by USERRA. If an employee notifies the District of a need for leave under these non-USERRA scenarios, the District will apply the relevant provisions of federal or state law (e.g., within Chapter 321 of the state statutes) or District policy.

### **13.02 Seniority/Length of Service during Uniformed Services Leave**

Employees shall continue to accrue length of service for wage/salary increments, if applicable, and all other purposes where length of service is a factor. The employee's absence shall not be construed as a break in service for any purpose.

Reemployment rights extend to persons who have been absent from a position of employment because of “service in the uniformed services.” “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:

- A. Active duty and active duty for training
- B. Initial active duty for training
- C. Inactive duty training
- D. Full-time National Guard duty
- E. Absence from work for an examination to determine a person’s fitness for any of the above types of duty
- F. Funeral honors duty performed by National Guard or Reserve members
- G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). *See* 42 U.S.C. § 300hh-11(d).

### **13.03 Notice of Uniformed Services Leave ~~Request for Uniformed Services Leave~~**

With limited exceptions, the employee, or an appropriate officer of the uniformed service in which his or her service is to be performed, must notify the district that the employee intends to leave the employment position to perform service in the uniformed services. The notice may be given either verbally or in writing and shall be submitted to the District Administrator or his/her designee.

The employee is required to give the notice of service in advance unless giving such notice is (1) prevented by military necessity, or (2) otherwise impossible or unreasonable under the circumstances. An employee is expected to provide the notice as far in advance as is reasonable under the circumstances. When it is feasible to give 30-days’ advance notice prior to leaving employment, the district will consider at least 30-days’ notice to be reasonable. Whenever possible, the request should be accompanied by a copy of the employee’s military orders.

~~When time permits, the request for a reserve military leave should be as far in advance as possible so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the District Administrator or his/her designee.~~

### **13.04 Returning to Work after a Uniformed Services Leave**

Employees on Uniformed Services Leave will be promptly reinstated to their former position or a similar position having

required and determined by applicable law.

To be eligible for reemployment in this section, all of the following requirements typically apply:

- A. The employer received advanced notice of the leave as required by section 13.03 of this handbook and by applicable federal law;
- B. Subject to limited exceptions specified in federal law, the employee has no more than five years of cumulative uniformed service away from the district;
- C. The employee must not have received a disqualifying discharge or other-than-honorable separation from service. If requested by the district in connection with a period of service exceeding 30 days, the employee must provide the district with documentation that establishes the employee's entitlement to reemployment (provided such documentation is readily available); and
- D. The employee must return to work or apply for reemployment:
  1. For leaves of 1 to 30 days, return to work no later than the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest period.
  2. For leaves of 31 to 180 days, the employee must apply for reemployment (written or verbal) with the district no later than 14 days after the completion of service. If it is impossible or unreasonable for the employee to apply within 14 days through no fault of his or her own, he or she must submit the application no later than the next full calendar day after it becomes possible to do so.
  3. For leaves of more than 180 days, the employee must apply for reemployment (written or verbal) no later than 90 days after completion of service.
  4. The reporting or application deadlines are extended for up to two years for employees who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.

~~The employee's reemployment rights are not automatically forfeited if he or she fails to report to work or to apply for reemployment within the required time limits. In such cases, the employee will be subject to the district's rules governing unexcused absences. Employees on Uniformed Services Leave will be promptly reinstated to their former position or a similar position having equivalent compensation and other terms and conditions of employment if:~~

- ~~E. The employer received advanced notice of the leave as required by section 13.03 of this handbook;~~
- ~~F. The employee has no more than five years of cumulative uniformed service away from the district;~~
- ~~G. The employee must not have received a disqualifying discharge or other-than-honorable separation from service; and~~
- ~~H. The employee must return to work or apply for reemployment:
  1. For leaves of 1 to 30 days, no later than the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest period.
  2. For leaves of 31 to 180 days, no later than 14 days after the completion of service.
  3. For leaves of more than 180 days, no later than 90 days after completion of service.
  4. The reporting or application deadlines are extended for up to two years for employees who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.
  5. The employee's reemployment rights are not automatically forfeited if he or she fails to report to work or to apply for reemployment within the required time limits. In such cases, the employee will be subject to the District's rules governing unexcused absences.~~

### 13.05 Benefits during Uniformed Services Leave

- A. Health Benefits: Employees with coverage under the district health benefit plan on a uniformed service leave of absence of 30 days or less will continue to receive health benefits with the employee contributing no more

than he or she would have paid if still employed. For leaves exceeding 30 days, employees with coverage under the district health benefit plan may elect to continue coverage for up to 24 months. Employees electing to continue coverage will be required to pay 102% of the cost of the health benefit plan. Employees returning from leave who did not continue their health benefits or who took leave for more than 24 months will be reinstated in the health benefit plan upon reemployment, generally without any waiting periods or exclusions except for any service-related illnesses or injuries. ~~reinstated in the health benefit plan.~~

- B. Wisconsin Retirement System: Employees may receive service credit and Wisconsin Retirement System (WRS) contributions related to uniformed services leave when an employee leaves a WRS-covered position with the district for active military duty and returns to the district within a specific time frame specified in section 13.04 of this handbook.
1. Upon reemployment, the employee is responsible for paying any missed WRS Employee-Required Contributions (EERC). The employee has the choice to make all, some, or none of the make-up EERC related to the military leave. The district will submit WRS Employer-Required Contributions (ERRC) to match the EERC the employee chooses to make. The district will also fund any additional obligations, including interest that would have accrued on the ERRC and EERC, once those contributions are remitted. USERRA allows for make-up EERC to the WRS to be made beginning with the date of reemployment and ending on the earlier of three times the period of military service or five years, provided the employee continues to be employed by the district. The required WRS contributions are based on the earnings the employee would have made had the employee not been absent from work to fulfill obligations in the uniformed services.

## SECTION 14. UNPAID LEAVES OF ABSENCE

### 14.01 Medical Leave

- A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the date that other available leave (FMLA, accumulated sick leave, etc.) would be exhausted. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose. The request must be accompanied by a physician's statement attesting to the medical condition(s), work limitations, and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year from the date the employee last performed work for the District. Unpaid leave may be granted in shorter increments than the above-state maximum total lengths, and then reviewed as necessary for a possible extension. The above-stated maximum total unpaid leave periods may be extended, if necessary, to comply with state and/or federal law.
- B. Benefits During Leave:
1. Length of service and other benefits shall not accrue during such leave.
  2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
  3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.
- C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless

absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or layoff, whichever is applicable.

- E. Interaction with family and medical leave provisions: The term (i.e. length) of any approved unpaid child-rearing leave shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

### **14.03 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons**

- A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least 30 days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. Requests for more than 30 days will require Board of Education approval. The unpaid leave of absence shall not exceed one (1) calendar year. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose.
- B. Benefits During Leave:
1. Length of service and other benefits shall not accrue during such leave.
  2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the due date established by the District, the employee's insurance coverage shall be terminated.
  3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
- C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable.

## **SECTION 15. BENEFITS APPLICABLE TO ALL EMPLOYEES**

### **15.01 Cafeteria Plan/Flexible Spending Account**

The District will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account [FSA] under applicable sections of the Internal Revenue Code (§ 105, § 106, § 125 and § 129) to permit employees to reduce their salary and contribute to an FSA to cover the following expenses:

- A. Payment of insurance premium amounts (IRC § 106);
- B. Permitted medical expenses not covered by the insurance plan (IRC § 105) to the maximum permitted per calendar year until August 31, 2012, and
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

Effective **Annually** January 1-2018: an employee may designate, under the flexible reimbursement plan/cafeteria plan, the maximum amount of two thousand six hundred fifty dollars (\$2,650) of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§ 105, § 106, § 125 and § 129).

### **15.02 Health/Dental Insurance**

The Board of education shall provide health insurance and may provide dental insurance to eligible employees. The

## 4.02 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator will be certified by the DPI. The administrator may be a District employee or a non-District employee who is **qualified to perform such evaluations**. ~~a certified administrator. Prior to the first student contact day, the District will provide the employees with their placement within the supervision and evaluation rotation cycle. The District may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.~~

## 4.03 Evaluation Process – Conditions for All Employees

### A. Basic Requirements

1. A new employee shall be formally evaluated at least two time(s) during the first year of employment. The first evaluation shall consist of a pre-conference, observation and post-conference. The first two evaluations must be completed prior to February 15.
2. A continuing employee shall be formally evaluated every school year, every second school year, or every third school year at the discretion of the District.
3. All required observations must be completed by May 31st.
4. All formal observations will be followed by a conference with the administrator. This conference will take place as soon as practical following the actual observation.
5. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.

- B. Acknowledgement of Receipt and Response: The teacher will acknowledge receipt of all documents related to supervision and evaluation by signing and dating the document within ten (10) school days. The teacher shall have the right to attach a report with any remarks concerning the document(s). Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument to be placed in the personnel file. A teacher may attach a response to any document related to this process after the teacher's receipt of the evaluation document(s) listed above. The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument:

*"The signatures do not indicate agreement or disagreement but merely certify that the observation and conference as noted were held and that the opportunity was available for attaching written clarification/objections at the time of signing."*

The response must be initialed by the **evaluator supervisor**. The preceding process and documentation may be accomplished through an electronic process.

- C. Copy of Evaluation Procedures: A copy of the evaluation forms are available **upon request** in the Administrative Procedures Manual #538 or on the website at [www.colby.k12.wi.us](http://www.colby.k12.wi.us).
- D. Initial Educator Professional Development Plan: The individual teacher who holds an Initial Educator License is responsible for developing a Professional Development Plan (PDP). The PDP must demonstrate increased proficiency and professional development based on the Wisconsin Educator Standards. The Initial Educator is also responsible for initiating an annual review of the PDP by the Initial Educator's Review Team (IERT) that is convened by the Initial Educator.
1. Mentor for Initial Educator and a teacher new to the District (who holds a current Wisconsin teaching license)
    - a. An initial educator will be provided a qualified mentor by the District. Any continuing teacher interested in being considered for serving as a mentor must submit a letter indicating interest by April 1 of each year. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may

the premium.

## SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS

### 6.01 Reasons for Reduction in Force

In the event the Board determines to reduce the number of positions or the number of hours in any position, the provisions set forth in this section shall apply.

### 6.02 Notice of Reduction

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal and the right to a private conference under § 118.22, Wis. Stats.

### 6.03 Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction in force in accordance with the following steps:

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing a reduction in staff.
- B. Step Two - Volunteers: Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section must put his/her request in writing. Volunteers will be considered for non-renewal first. The District will provide the volunteer(s) with a nonrenewal notice if selected. Volunteers will be accepted by the District only if, in the District's opinion, the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District-directed nonrenewal under this section of the *Handbook*. ~~Volunteers will be non-renewed first. The District will provide the volunteer(s) with a nonrenewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District directed nonrenewal under this section of the *Handbook*.~~
- C. Step Three - Selection For Reduction: The District shall select the employee in the affected grade level, department/certification area for nonrenewal.
  1. Grade Levels/ Departments/certification area for the purpose of this section shall be defined as:
    - a. Elementary (K-5) - Teachers from all buildings will be considered, not just the building in which the nonrenewal is necessary.
    - b. Middle and High School (6-12) - Teachers will be considered for nonrenewal from with the department (see definition c. below) in which the nonrenewal is deemed necessary. All teachers who teach two or more periods within that department will be considered for nonrenewal.
    - c. Departments: The term "department" shall mean the subject area in which the teacher taught during the current school year. Examples of departments are math, English, history, science, etc. By enumeration no restriction is placed on the number or types of departments. The number and type of departments is at the discretion of the Board.
  2. The District shall utilize the following criteria in order of application for determining the employee for nonrenewal: