

- 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**

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.

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

Eligible employees returning from uniformed services leave will be promptly reemployed to an appropriate position, as 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.

### **13.05 Wages/Salary During Uniformed Services Leave**

USERRA provides that an employee who takes qualifying uniformed services leave is deemed to be on a leave of absence or furlough from their position of employment. Such qualifying leave is unpaid leave **unless** one or more of the following applies:

- A. As part of maintaining an employee's rights and benefits while he or she is performing covered military service, if the District offers a form of paid leave that the District determines, under USERRA standards, is comparable to

the period of uniformed services leave that is being taken, then the District must treat the uniformed services leave no less favorably than the most favorable form of comparable paid leave that might be applied. Key criteria for determining whether another form of leave is comparable for purposes of USERRA include the duration of the leave (including the frequency), the purpose of the leave, and the ability (or non-ability) of the employee to choose whether and/or when to take the leave (i.e., who controls the leave). See 20 C.F.R. §§1002.150(b) and 1002.153.

- B. If any or all of the leave must be treated as paid leave under any applicable state or federal law, other than USERRA, then the employee shall receive wages or salary in an amount determined under such law(s) for the applicable portion of the leave. See, e.g., 29 C.F.R. §541.602(b)(3) (restricting partial-week pay deductions for military leave employees who are classified as exempt under the Fair Labor Standards Act (FLSA) and whose exempt status depends on the application of the FLSA's "salary basis" test).
- C. Leave shall be paid, or paid in part, to the extent the District Administrator or his/her administrative-level designee otherwise determines that treating any portion of an employee's uniformed services leave as paid leave is required to avoid unlawful discrimination against the employee under USERRA.

### 13.06 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.
- 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.
- C. Other Benefits During Leave: With respect to any other benefits, the District acknowledges that, to the extent required under USERRA, an employee who is on leave and engaged in covered uniformed service is entitled to such other rights and benefits not determined by seniority as the District generally provides to other employees having similar seniority, status, and pay who are on a leave of absence or furlough under a contract, agreement, policy, practice, or plan in effect at the commencement of such uniformed service or as may be established while such person performs such service. If such non-seniority benefits to which employees on furlough or leave of absence are entitled vary according to the type of leave, an employee who engaged in uniformed service covered by USERRA must be given the most favorable treatment accorded to any comparable form of leave that is applicable. See 38 U.S.C. §§4303(2) and 4316(b)(1); 20 C.F.R. §1002.150(b).

### **8.10 Substitutes for Teachers**

Instructional Assistants/Special Education Assistants, with teacher licensure, assigned to substitute for an absent teacher for one class period or more will be paid an additional **five dollars** ~~one dollar and fifty cents (\$5.00 \$1.50)~~ per class period for time spent substituting for a teacher during the teacher's absence. By definition, teaching assistants who do not hold teaching or substitute certificates are not qualified teachers and shall not be required, permitted nor authorized to take the place of a teacher for the purpose of instructing students during times that a qualified substitute for that teacher could reasonably be expected to be hired. This provision does not preclude teaching assistants from being assigned to student(s) supervision responsibilities, for example, monitoring a study hall. An instructional assistant/special education assistant receiving compensation under this section is ineligible for the per diem substitute teacher pay.

## **SECTION 9. JOB RELATED TRAINING AND LICENSURE**

### **9.01 In-Service Training**

The district within its discretion may provide appropriate paid in service training to each employee.

### **9.02 License Renewal Reimbursement for Special Education Assistants**

Special education assistants who have been employed by the District as a special education assistant for at least five years and who are required by the District and by the Department of Public Instruction to possess a DPI Special Education Aide License #883 shall be reimbursed by the District for the cost of renewal of the #883 license. The reimbursement shall occur at the time of the DPI's approval of the special education assistant's application for license renewal. The reimbursement is not applicable if the special education assistant has worked less than five years with the District.

## **SECTION 10. EMPLOYEE EVALUATIONS**

### **10.01 Evaluation**

The primary purpose of evaluation is to provide continuous improvement in the quality of service to the community/students/staff of the District.

### **10.02 Procedures and Instruments**

The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented. A copy of the evaluation forms are available in the Administrative Procedures Manual #538 or on the website at [www.colby.k12.wi.us](http://www.colby.k12.wi.us).

### **10.03 Frequency**

The frequency of evaluations shall be established at the discretion of the Administration.

### **10.04 Receipt of Evaluation**

Each employee shall receive a copy of his or her evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same.

### **10.05 Comments, Disputes**

The employee may respond in writing with his or her comments attached to the completed evaluation.

### **10.06 Evaluators**

The Employer shall have the sole right to determine whether or not employees shall be evaluated and by which supervisory personnel. When a teacher works with an instructional assistant, the teacher may be requested to provide objective input for consideration.

- F. Substitute Teaching Day: substitute's teaching day shall be eight (8) hours, excluding the duty free lunch, when subbing for a full-time teacher who is absent for a whole day. If a teacher does not have a full schedule of classes the time will be prorated. A substitute's teaching day may be less than eight (8) hours if the substitute is replacing a teacher on a partial absence.

## 2.04 Compensation

- A. Daily Rate: Substitute teachers shall receive compensation for services rendered. Substitute teachers shall be employed at the rate established by the District. Substitute teachers shall be paid in accordance with the Substitute Teacher Pay Schedule [[Appendix Part VI – 2.04](#)]. Part-time substitute teachers shall be paid on a prorated basis based off of the full daily rates set forth above. The substitutes' hourly rate shall be computed based on the number of periods per day in a building. (At the elementary level - 8 hours.)
- B. Homebound or Alternative Site Instruction
1. Substitute teachers who are contracted to provide homebound or alternative site instruction to a student of this school district, shall be compensated in accordance with the Substitute Teacher Pay Schedule [[Appendix Part VI – 2.04](#)].
  2. Substitute teachers will be paid mileage from the student's school to the student's location and back pursuant to the terms of the *Handbook*. If a substitute teacher is required to report to the District and subsequently travel to a different location (either within or outside of the District), the District will reimburse him/her an amount equal to the Internal Revenue Service (IRS) business travel rate per mile for travel to that second location (and back to the first location, if required by the District).
- C. Any Substitute cancellation by the District with less than 24 hours' notice:
1. District will attempt to reassign the substitute to another position(s).
  2. If none; the substitute will have the option to: a) do not report and the District will compensate the substitute for 2 hours; b) report to school and the District will find alternative work assignments for the time scheduled.

## 2.05 Dismissal/Removal from Substitute List

Substitute teachers are casual employees and therefore have no expectation of continued employment. As such substitute teachers may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute teachers may also be removed from the substitute call list at the discretion of the District Administrator.

## 2.06 Miscellaneous Provisions

- A. In-Service: Each per diem substitute may be required to participate in new teacher orientation or teacher in-service day programs in the schools. Per diem substitutes shall be paid at their applicable rate for in-service participation if the employer requires them to attend. Long-term substitutes will be required to attend in-service days and will receive their long-term rate. The principal may, in his/her discretion, determine and notify the long-term substitute that he/she is not required to attend an in-service day(s) and will not be paid for that day. Substitute teachers may participate in after school/summer in-services at no cost, provided teachers members and/or administrators are able to attend without cost. Substitute teachers may participate in after school/summer in-services at the same cost as teachers provided the vendor offers such a discount to substitute teachers. The substitute teacher may participate at the cost established by the vendor if the vendor does not offer such a discount to substitute teachers. Substitute teachers availability to participate in all of the above school/summer in-services will be on a space available basis as determined by the District.
- B. Duty Free Lunch: All substitutes shall be provided with a daily duty-free lunch period of at least thirty (30) continuous minutes.