

- F. Substitute Employees: Substitute Employees are defined as non-exempt staff without individual contracts under section 118.21 or section 118.24, Wis. Stats., hired to replace a regular employee during the regular employee's leave of absence.
- G. Short Term Substitute Teacher: Short Term Substitute means a substitute employee employed pursuant to a contract under sections 118.21 or 118.24, Wis. Stats., for no more than 20 consecutive days in the same teaching assignment.
- H. Long Term Substitute Teacher: Long term substitute means a substitute employee employed pursuant to a contract under section 118.21 or 118.24, Wis. Stats., for more than 20 consecutive days in the same teaching assignment.
- I. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.
- J. Teacher: Teachers are defined as persons hired under a contract pursuant to § 118.22, Wis. Stats.
- K. Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectation of continued employment.
- L. Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include voluntary retirement, voluntary resignation or a nonrenewal of contract under § 118.22, Wis. Stats, § 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.

### 1.03 General Personnel Policies

This *Employment Handbook* is subservient to, and does not supersede the provisions set forth in District policies ([Chapter 500 - Personnel](#)).

## SECTION 2. EMPLOYMENT LAW

### 2.01 Employment of Minors

No one under eighteen (18) years of age will be employed without providing proper proof of his or her age. Minors will be employed only in accordance with state and federal laws and District policies.

### 2.02 Equal Opportunity

It is the policy of the District that no person may be illegally discriminated against in employment by reason of their age, race, religion, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political or religious affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law, or according to District policy.

~~The District will provide reasonable accommodations shall be made for to qualified individuals with a disability and to employees with sincerely held religious beliefs to the extent required by law, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.~~

~~Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with District policies and procedures. [Policy #511](#) and [Rule #511](#).~~

### 2.03 Equal Opportunity Complaints

The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District.

### 2.04 Fair Labor Standards Act and Wisconsin Administrative Code DWD 274.08

Certain types of workers of public employers in Wisconsin are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA] as authorized by Wisconsin Administrative Code DWD 274.08. For non-exempt employees, issues concerning overtime, compensatory time off and minimum wage are found in [Appendix Part I - 2.04A](#). Notification of rights under the FLSA is set forth in the employment poster section in [Appendix Part I - 2.04B](#).

### 2.05 Family and Medical Leave Act

- A. Notification of Benefits and Leave Rights: Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in the appendix and in a conspicuous place where notices to employees and applicants are customarily placed:  
<http://www.dol.gov/whd/regs/compliance/posters/fmla.htm>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1). The notice is posted at the Colby District Education Center. Information concerning leave rights under the Wisconsin Bone Marrow and Organ Donation Leave Law will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: [https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd\\_18114\\_p.pdf](https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_18114_p.pdf). This notice is also included as Appendix of the Handbook.
- B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee, within five business days, of the employee's eligibility to take FMLA leave, including notice of the employee's ability to take leave intermittently or on a reduced schedule (if eligible), absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <http://www.dol.gov/whd/forms/WH-381.pdf>.
- E. Designation Notice. The District shall "inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA." U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).

### 2.06 Immigration Law Compliance

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States. Therefore, in accordance with the Immigration Reform and Control Act of 1986, employees must complete an I-9 form before commencing work and at other times prescribed by applicable law or District policy.

<http://www.uscis.gov/files/form/i-9.pdf>

### 2.07 Harassment and Bullying

- A. Policy Statement: The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of harassment and bullying.
- B. Harassment: The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful

### 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.

### 3.05 Child Abuse 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.

### 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 disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.
2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-message and other forms of digital communications, e.g. voicemail, Twitter™, Facebook™, etc. The use of the District's technology and electronic resources is a privilege which may be revoked at any time. The District may through such review of email logs and/or messages inadvertently obtain access information for an employee's personal internet account through the use of an electronic device or program that monitors the District's network or through an electronic communications device supplied or paid for in whole or in part by the employer. If such personal internet access information is obtained by the District, the District shall not use that access information to access the employee's personal internet account unless permitted by law.
3. Electronic mail transmissions and other use of the District's electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum or District administration. External electronic storage devices are subject to monitoring if used with District resources.

- B. User Responsibilities: Network/internet users (students and District employees), like traditional library users

- except to address a health or safety emergency.
3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page (“professional page”) for this purpose. The employee must enable administration and parents to access the employee’s professional page.
  4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
  5. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
  6. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
    - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
    - b. confidentiality of student records.
    - c. confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses.
    - d. Upon written request from a parent, the employee shall discontinue communicating with the parent’s minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
    - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
  7. Upon receiving a complaint or written request from a parent, the administration may direct an employee to refrain from communicating with the parent’s minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District’s adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. <http://dpi.state.wi.us/lbstat/pdf/wi-rrssd.pdf>
- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
1. Confidentiality of student records (Policy #347).
  2. Confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses ([Board Policy #526](#)).
  3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law ([Board Policy #526](#)).
  4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
  5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.

6. ~~Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.~~
  7. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
- H. **Personal Web Pages:** Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website or app that purports to be an official/authorized website/app of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. **Disclaimer:** The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.
- J. **Personal Electronic Devices:** The District permits staff to use personal technology devices in support of teaching and learning and to access the District's Wireless Public Network when doing so. Personal devices include laptop computers, portable digital assistants (PDAs), cell phones, smart phones, iPods/MP3 players, wireless devices, digital cameras, e-readers, storage devices, or other electronics that may be carried on a person. Staff may use personal devices provided such use does not interfere with educational or employment responsibilities, hinder, disrupt or consume an unreasonable amount of network or staff resources, or violate board policy, administrative rules, state law or federal law. An employee using a personal device shall take adequate measures to ensure the confidentiality and proper maintenance of all pupil record information. The District is not liable for the loss, damage or misuse of any personal device including while on District property or while attending school-sponsored activities.

### **3.07 Confidentiality**

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board Policy (Policy #347). The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

### **3.08 Conflict of Interest**

A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated.

### **3.09 Contracts and Conflict of Interest**

No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. *See Wis. Stats. § 946.13(1)(a) and (b).*

- 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: 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).
- 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. ~~A minimum of private car transportation will be utilized.~~ **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 passengers in addition to the operator or who transport students in a motor vehicle described in § 121.555(1)(b) shall be subject to the following operator requirements:

- a. The operator shall possess a valid operator's license from Wisconsin or any state other than Wisconsin and includes the District of Columbia, the commonwealth of Puerto Rico and any territory or possession of the United States, any federal military installation located within the territorial boundaries of Wisconsin and any province of the Dominion of Canada.
- b. The operator shall be at least 18 years of age.
- c. The operator shall have sufficient use of both hands and the foot normally employed to operate the foot brake and foot accelerator. **[Editor's Note: § 121.555 (2)(cm) allows a school board to waive this operator requirement for operators who pass a special driving examination conducted by the Department of Transportation.]**
- d. The operator 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. Personal Vehicle Reimbursement

Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion, provided the District's maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of five hundred dollars (\$500.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.

4. All transportation will be done in accordance with Board policy.

### 3.26 Outside Employment

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The School Board expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities,

employee believes a violation of the first sentence of this paragraph occurred. *See* WIS. STAT. § 101.055; Public Employee Safety and Health, available at <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

- D. **Weapons Prohibition:** Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 120.13(1), 948.60, 948.605, 948.61.
1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this policy (e.g., law enforcement officers and certain former law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).
  2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.
  3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the District Administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.
  4. Hunting may be allowed in the school forest when school or rental groups are not using the property and with written permission from the District Administrator. Hunting for a wild animal will not be permitted in the school forest when there is not an open season for that animal on land adjacent to the school forest. All persons authorized to hunt in the school forest shall abide by state and federal laws while hunting on school forest property including, without limitation, laws applicable to firearms and hunting, and shall abide by all District rules regarding the use of the school forest.
- E. **Disaster Preparedness:** All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.
- F. **Workplace Safety Definition for Grievance Procedure:** In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:
1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
  2. The issue must concern the safety of a person (e.g., not the "safety" of one's vehicle or other personal possessions).
  3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
  4. The individual(s) filing the grievance must propose a specific remedy.
  5. The issue and proposed remedy must be under the reasonable control of the District.

### 3.43 Violence in the Workplace

- A. **Expectations:** Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. **Definitions as Used Under this Section:**
1. **Workplace Violence:** Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
  2. **Threat:** A communicated intent to inflict physical or other harm on any person or property.
  3. **Intimidation:** Behavior or communication that comprises coercion, extortion, duress or putting in fear.
  4. **Court Order:** An order by a Court that specifies and/or restricts the behavior of an individual. Court

- a. ~~Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward.~~ **Child:** means a natural, adopted, foster or treatment foster child, child of a domestic partner, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for himself or herself because of a serious health condition. For the purposes of section 9.02, A (3), all definitions in this paragraph apply except for age eighteen (18).
  - b. **Parent:** means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse or domestic partner.
  - c. **Spouse:** means an employee's legal husband or wife.
  - d. **Domestic Partner:** means an employee's domestic partner.
2. **Serious Health Condition:** means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
- a. Inpatient care in a hospital, nursing home, or hospice.
  - b. Outpatient care that requires continuing treatment or supervision by a health care provider.
- C. **Sick Leave Increments:** Sick leave may be allowed in increments of one-half hour.

### 9.03 Sick Leave Accumulation

Sick leave for employees will accumulate for full-time and part-time employees to a maximum of 100 days.

### 9.04 Pay for Unused Sick Leave

- A. **Retirement:** Employees eligible for retirement will be compensated at forty (\$40) per day for each whole day of unused sick leave. The maximum number of eligible days shall be one hundred (100). Employees with more than one hundred (100) accumulated days as of July 1, 2007, will be grandfathered for the purpose of this retirement pay provision. No retirement pay will be made to any employee dismissed with discipline.
- B. **Severance:** Employees not eligible for retirement will be paid ten (\$10) per day for each whole day of unused sick leave. The maximum number of eligible days shall be one-hundred (100). Employees with more than one-hundred (100) accumulated days as of July 1, 2007, will be grandfathered for the purpose of this 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 October 1 employees of the School District of Colby may designate that a contribution of from one to five



to work. The employee will send a copy of the check received from serving on the jury to the District Administrator and/or his/her designee and will be docked that amount (less any travel expenses received) on the next payroll or employee will directly reimburse the District. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

## SECTION 11. BEREAVEMENT LEAVE

### 11.01 Bereavement/Funeral Leave for a Death in the Immediate Family

In the event of death in an employee's immediate family, the employee shall be allowed per occurrence up to 3 day(s) off work with pay (if the employee has sick leave available). Such days shall be deducted from the employee's accumulated sick leave or, if no sick leave is available, taken without pay. Immediate family includes the spouse, parents, domestic partner, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee and his or her spouse **or domestic partner**. The definitions of "parent," "spouse," "child," and "domestic partner" shall be the same as those contained in Part I, Section 9.02 B.

### 11.02 Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family

Employees shall be granted up to 1 day with pay (if the employee has sick leave available) per occurrence to attend funerals of aunts, uncles, nieces, nephews, first cousins and other individuals residing in the employee's household. Such days shall be deducted from the employee's accumulated sick leave or, if no sick leave is available, taken without pay.

### 11.03 Additional Bereavement Leave

In extenuating circumstances, additional days may be granted by the District Administrator or his/her designee. Such additional days, at the option of the employee, shall be deducted from the employee's accumulated sick leave if the employee wants paid leave.

### 11.04 Bereavement Leave Increments

Bereavement leave may be allowed in increments of one half-hour.

## 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.

### 13.03 Request for Uniformed Services Leave

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 equivalent compensation and other terms and conditions of employment if:

- A. The employer received advanced notice of the leave as required by section 13.03 of this handbook;
- B. 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; and
- D. 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.
- 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 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 **January 1, 2018** ~~September 1, 2012~~: An employee may designate, under the flexible reimbursement plan/cafeeteria plan, a maximum of two thousand six hundred fifty dollars (~~\$2,650~~~~\$2,600~~) 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 District shall establish an annual budget for health and dental insurance for employees. The District's Health Insurance Committee shall negotiate rates, premiums and plan specifics with vendors and annually present this information to the Board. The Board will make the final decision and approval of the insurance plans. Plan specifics are available in [Appendix Part I – 15.02](#).

#### A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee hired prior to July 1, 2015, whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's insurance. For purposes of employees' eligibility for health insurance, full-time equivalency is defined as 35 hours per week during the school year. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
- 1a. Minimum Hours for Any Board Contribution: Employees hired after July 1, 2015, whose individual contract has an assignment of at least 30 hours per week is eligible to participate in the District's insurance. For purposes of employees' eligibility for health insurance, full-time equivalency is defined as 37.5 hours per week during the school year.
- 1b. Employees hired after July 1, 2015, whose assignments are less than 30 hours per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
2. Pro-ration of District Contributions: An employee hired prior to July 1, 2015, whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
  - a. Coverage under one family plan; or
  - b. Two single plans; or
  - c. HEALTH ONLY - One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier]; or
  - d. HEALTH ONLY - One single plan and one cash-in-lieu benefit

3. **Both Spouses Employed by the District:** If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
  - a. Coverage under one family plan; or
  - b. Two single plans; or
  - c. HEALTH ONLY - One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier]; or
  - d. HEALTH ONLY - One single plan and one cash-in-lieu benefit
- B. **Commencement and Termination of Benefits.** Coverage will commence on the first day of the month following the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:
  1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
  2. If an employee resigns or is terminated who has completed the term of his/her contract, District coverage shall cease at the end of the month the resignation or termination becomes effective. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30, his/her insurance benefits shall terminate June 30<sup>th</sup>.
- C. **Compliance Authority:** The District may, in its sole discretion, make changes to health insurance, including, but not limited to, health benefits, eligibility standards, coverages, and contribution levels in order to comply with the Patient Protection and Affordable Care Act (ACA) and applicable federal and state agency rules and regulations regarding the implementation of the ACA. Such actions may also be implemented in order for the District to comply with regulatory provisions of the Internal Revenue Service (IRS), e.g. non-discrimination in benefits provisions [IRC 105(h), IRC 125], and to minimize tax liability for the District and/or the benefit recipient underneath such regulatory provisions. Changes to health benefits, eligibility standards, coverages and contribution levels include, but are not limited to, changes in the sections addressing health insurance in the employee handbook.

### **15.03 Alternate Benefit Plan [ABP] in Lieu of Health Insurance**

Implementation of the Alternative Benefit Plan for eligible employees. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees:

- A. Employees who choose the ABP option will be required to sign up by August 1 and commit to this change to be effective the following September 1. In order to access the ABP benefit the employee must also provide reasonable evidence of (1) the employee declining to enroll in the employer-sponsored coverage and (2) the employee providing reasonable evidence that the employee and all other individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end in or with the employer's plan year to which the opt-out arrangement applies (employee's expected tax family) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through the Marketplace) during the period of coverage to which the opt-out arrangement applies. ~~Employees who choose the ABP option will be required to sign up on an annual basis to align with health insurance plan year.~~
- B. In order for this provision to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.
- C. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an "open enrollment" opportunity to enroll in the group health insurance plan.
- D. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.

## 2.08 School Calendar

The school calendar shall be determined by the Board. The calendar shall consist of 188 days. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc., shall be at the discretion of the Board.

## SECTION 3. PROFESSIONAL GROWTH

### 3.01 Requirement to Remain Current

All teachers shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include keeping current in each specific and applicable area of instruction, Board established curriculum, as well as continuing study of the art of pedagogy. In addition to maintaining high standards of excellence for the students and school, the teacher will make him/herself available during the contractual year and day to his/her colleagues for assistance, to the District for services beyond those specifically required as part of his/her individual contractual duties, and to the community as a valuable resource.

### 3.02 Provisions for Graduate Study

Teachers shall be compensated in accordance with the degrees and advanced preparation they have. Professional development shall be subject to the following conditions:

- A. Courses must be considered of graduate difficulty unless taken to fill a definite need in the school curriculum as determined by the Board or its designee.
- B. Credits for courses and request for professional growth compensation must be approved by June 15<sup>th</sup> by the Board or its designee to be eligible for the following academic (fiscal) year (Appendix Part II – 3.02).
- C. A grade of "B" or better must be achieved or a grade acceptable for credit at the institution at which the teacher is studying must be achieved.
- D. Teachers completing six (6) graduate level credits approved by their building Principal and Superintendent shall be compensated \$750.00 annually upon completion.
- ~~E. Teachers who complete a DPI approved Professional Development Plan AND have that plan approved by their building Principal and Superintendent shall be compensated \$750.00 annually upon completion of the plan.~~
- E. Teachers who have successfully completed three (3) consecutive years Professional Practice Goals (PPG's) as approved and documented by their supervisor shall be compensated \$750.00 annually FOLLOWING a Summative year.
- F. Teachers shall submit to the District Office a transcript of credit or ~~completed Professional Development Plan~~ PPG recognition request (that has been pre-approved by their immediate supervisor/principal and the superintendent) by January 31<sup>st</sup> to request professional growth compensation for the following fiscal year.
- G. Professional Growth compensation is paid in a lump sum in the initial year and added to salary in subsequent years.

## SECTION 4. TEACHER SUPERVISION AND EVALUATION

### 4.01 General Provisions

The Board and teachers view teacher evaluation as a continuing process for the purpose of improving instruction and assessing the individual performance of staff members. Definitions under this section:

- A. "Day" and "Days": The words "day" and "days" in this article mean working school days, excluding holidays, weekends, etc.
- B. "Continuing Teacher": A continuing teacher is a teacher who has taught more than three years in the District under a full-time or part-time regular teaching contract.