

2.04 Fair Labor Standards Act

Certain types of workers 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]. 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.
- 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 ~~within five business days~~, 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

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of harassment and bullying. 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 an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

- A. Unwelcome sexual advances, comments or innuendos;
- B. Physical or verbal abuse;
- C. Jokes, insults or slurs based on any personal characteristic described above in section 2.02 (*Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks*);
- D. Taunting based on personal characteristics described above in section 2.02; and/or

or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.

- B. **Definition:** For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.
- C. **Employee Reporting Requirements:** Should a District employee 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, the employee shall refrain from participating in such decision and shall 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:** 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**

Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability, \$250,000/\$500,000 bodily injury and \$100,000 property damage. A minimum of private car transportation will be utilized. 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. **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.
 - 3. All transportation will be done in accordance with Board policy.

written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

3.31 Personnel – Student Relations

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

3.32 Physical Examination

- A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.
- B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee and/or the ability of the employee to perform essential functions of the job with or without reasonable accommodation, and consistent the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor’s certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

3.33 Political Activity

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions ([Board Policy #522.5](#)):

- A. No school employee shall:
 1. In the presence of any student, and
 2. During hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics.
- B. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a “political purpose” includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.
- C. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District’s policies regarding facilities use by third parties.
- D. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- E. This section does not apply to the provision of information by school employees in connection with any election, referendum, or legislation where authorized by the school board or District Administrator and where consistent with legal limitations on the use of public funds and school District resources.

engage in any work-related activities during breaks used to express milk.

Jokes or harassment based on breastfeeding will not be tolerated. If an employee is the subject of such jokes or harassment on that basis, she shall report the incident(s) up the chain of command.

3.46 Staff Use of Force to Maintain Student Discipline

A. Corporal punishment and staff use of reasonable and necessary force to maintain student discipline.

1. Staff is prohibited from using corporal punishment on students. "Corporal punishment" means the intentional infliction of physical pain which is used as a means of discipline. "Corporal punishment" includes, but is not limited to, paddling, slapping or prolonged maintenance of physically painful positions, when used as a means of discipline. "Corporal punishment" does not include actions consistent with an individualized education program or reasonable physical activities associated with athletic training.
2. Staff may use reasonable and necessary force for the purposes described below. The use of reasonable and necessary force for such purposes is not prohibited corporal punishment:
 - a. To quell a disturbance or prevent an act that threatens physical injury to any person.
 - b. To obtain possession of a weapon or other dangerous object within a student's control.
 - c. For the purpose of self-defense or the defense of others under § 939.48 Wis. Stat.
 - d. For the protection of property under § 939.49 Wis. Stat.
 - e. To remove a disruptive student from a school premises or motor vehicle, or from school-sponsored activities.
 - f. To prevent a student from inflicting harm on himself or herself.
 - g. To protect the safety of others.
 - h. Staff may use incidental, minor or reasonable physical contact designed to maintain order and control.

B. Staff is prohibited from conducting a strip search of any student.

C. Seclusion and Physical Restraint of Students

1. Staff is prohibited from using seclusion as a means to discipline students or control student conduct except where authorized in advance by the administration and then only in a manner consistent with state law (§ 118.305 Wis. Stat.). "Seclusion" means the involuntary confinement of a student, apart from other students, in a room or area from which the student is physically prevented from leaving.
2. Staff is prohibited from using physical restraint as a means to discipline students or control student conduct except where authorized in advance by the administration or in the case of an emergency as described below and then only in a manner consistent with state law (§ 118.305 Wis. Stat.). "Physical restraint" means a restriction that immobilizes or reduces the ability of a student to freely move his or her torso, arms, legs, or head.
 - a. Except as is provided in subsection b, below, no employee may use physical restraint unless that employee has received training in the use of physical restraint as required by state law (§ 118.305(6) Wis. Stat.).
 - b. Staff who has not received training in the use of physical restraint may use physical restraint on a student at school only in an emergency and only if staff trained in the use of physical restraint under is not immediately available due to the unforeseen nature of the emergency.
3. Nothing in this section prohibits staff from doing any of the following at school if the student is not confined to an area from which he or she is physically prevented from leaving:
 - a. Directing a student who is disruptive to temporarily separate him or herself from the general activity in the classroom to allow the student to regain behavioral control and staff to maintain or regain classroom order.
 - b. Directing a student to temporarily remain in the classroom to complete tasks while other students participate in activities outside the classroom.
 - c. Briefly touching or holding a student's hand, arm, shoulder, or back to calm, comfort, or redirect the student.

scheduled outside of the employee's regularly scheduled work hours.

3. Required appearances in court of law involving no moral turpitude on the part of the employee and only as a witness or defendant.

B. Definitions: the following definitions apply under this section:

1. Immediate Family:

- a. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward.
- 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.

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

military orders. The request shall be submitted to the District Administrator or his/her designee.

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, unless the employee is eligible for long-term disability benefits as provided for under Part I, Section 15.05. If the employee is eligible for long-term disability benefits at the time any request for unpaid medical leave is being evaluated, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months. 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.

~~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 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. The request must be accompanied by a physician's statement attesting to the disability 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, unless the employee is eligible for long-term disability. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.~~

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 the employee's percentage of contract was reduced or increased due to nonrenewal or reduction in force, whichever is applicable.

The employee shall be eligible to return to duty from an unpaid medical leave of absence when he/she is physically able provided:

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The

District will pay all costs associated with the second and third physician's certification.

- D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.
- E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above 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.

14.02 Child Rearing Leave

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least 30 days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. 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.
- B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:
 1. Child born or adopted during the summer vacation – the following two semesters.
 2. Child born or adopted during the first semester – the balance of that semester plus the second semester.
 3. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.

Shorter leave and/or an early return from the leave shall only be upon the mutual agreement of the employee and the Board.

- C. Benefits during the unpaid child rearing leave:
 1. The child rearing leave is an unpaid leave.
 2. During the unpaid child rearing leave, the employee may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the due date established by the District, first of the month, the employee's insurance coverage shall be terminated.
 3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
- D. Return from the Unpaid Child Rearing 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 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 Child-rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family 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**, ~~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 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 September 1, 2012: An employee may designate, under the flexible reimbursement plan/cafeteria plan, a maximum of two thousand five hundred dollars (\$2,500) 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 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. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. 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.
2. Pro-ration of District Contributions: An employee 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
- 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 30th.
- 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 on an annual basis to align with health insurance plan year, ~~by August 24 and commit to this change to be effective the following September 1.~~
- 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.
- E. Employees eligible for insurance may annually choose, consistent with the terms of the cafeteria plan in Section 15.01 between:
 1. Participation in the District's health plan, with the premium payment specified in the applicable part of the *Handbook* covering such employees, or

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Nonrenewal for Teachers

Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. No teacher shall be non-renewed for arbitrary or capricious reasons. Such nonrenewal shall be exclusively subject to the provisions of section 118.22, Wis. Stats. and is not covered by the grievance procedure under this *Handbook*.

1.02 Standard for Discipline and Termination

The school board has the authority to dismiss a teacher before the expiration of the teacher's contract for "good and sufficient cause". "Good and sufficient cause" is defined as: "Any inexcusable substantial violation by an employee of instructions, or neglect of duty of a substantial character, or any misconduct inconsistent with the employment relationship and which might injuriously affect the district, regardless of any express agreement on the subject, constitutes good ground for discharging the employee."

A teacher may be disciplined or terminated for "cause". Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*. "Cause" is defined as the following:

- ~~A. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and~~
- ~~B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.~~

1.03 Representation

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, the employee has the right to request representation. In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

1.04 Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material.

1.05 Termination of Employment

The employment relationship between the District and any employee is terminated:

- A. If the employee is discharged pursuant to section 1.02.
- B. If the employee quits his/her employment.
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- D. If the employee retires.

SECTION 2. PROFESSIONAL HOURS/WORKDAY

2.01 Letter of Appointment

Each employee shall be issued an annual letter of appointment that shall be consistent with, but subservient to, this *Handbook* and board policy, before the last student contact day of the school year. The letter of appointment shall identify the employee, the position(s) that the employee is employed for, the length of the work year, the length of the work day, and the pay rate for the position. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.

A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full layoff. In the case of a change of assignment the employee shall be provided with at least 10 calendar days' notice of the change of assignment, if practicable, as determined by the administration.

2.02 Normal Hours of Work

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats.

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week", including a duty-free thirty (30) minute lunch period. The actual workday for each building shall be established by the Board.

If a teacher accepts a voluntary assignment during his/her duty free lunch period, he/she will be compensated as defined in [Appendix Part VI – 2.04](#) per lunch period.

Limitations on the docking of pay of exempt employees:

- A. Exempt employees need not be paid for any workweek in which they perform no work and use no accrued paid leave. See 29 CFR §541.602(a).
- B. Deductions from pay may be made when an exempt employee is absent from work and does not use accrued paid leave for one or more full days for personal reasons, other than sickness or disability. See 29 CFR §541.602(b)(1).
- C. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with a bona fide plan, policy or practice of providing accrued paid leave for such sickness or disability and where the employee has exhausted such leave. See 29 CFR §541.602(b)(2).
- D. While an employer cannot make deductions from pay for absences of an exempt employee occasioned by jury duty, attendance as a witness or temporary military leave, the employer can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of the exemption. See 29 CFR §541.602(b)(3).
- E. Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed pursuant to a written policy applicable to all employees. See 29 CFR §541.602(b)(5).
- F. An employer is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Federal or Wisconsin Family and Medical Leave Acts. Rather, when an exempt employee takes unpaid leave under either Family and Medical Leave Act, an employer may pay a proportionate part of the full salary for time actually worked. See 29 CFR §541.602(b)(5).
- G. Exempt employees who are eligible to accrue sick, personal and other paid leave who

take leave for personal reasons or because of illness or injury of less than one work day may have their pay docked when such accrued leave is not used by the employee because:

1. Permission for its use has not been sought or has been sought and denied;
2. Accrued leave has been exhausted; or
3. The employee chooses to use leave without pay.

H. It is the policy of the Colby School District that improper pay deductions from the salary of exempt employees under the federal Fair Labor Standards Act as specified in board policy, this handbook and 29 C.F.R. § 541.602 are prohibited. Employees are to promptly report any improper pay deductions to the payroll department. Employees who have had improper deductions made from their compensation will be promptly reimbursed. See 29 CFR §541.603(d).

2.03 Administratively Called Meetings

- A. Staff Meetings: Teachers are required to attend all mandatory administratively called staff meetings. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.
- B. Other Administratively Called Meetings: The notification and duration provisions of the previous paragraphs do not include nor shall they apply to meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher conferences, department meetings or activities of similar nature, which are normally conducted at other times. Teachers are required to attend such events regardless of the date, time or duration of said meetings. Teachers who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

2.04 Attendance at School Events

Teachers are required to attend all mandatory administratively required school events. These events, though not limited by enumeration, may be an open house, music program, art show and/or other District or building events that occur after the normal workday. Whenever possible, teachers shall be given no less than thirty (30) calendar days notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the school event.

2.05 Consultation with Parents

Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation may be in the form of phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences.

2.06 Flexible Scheduling during Workweek

An employee may request a change in his/her weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the proposed change, unless circumstances allow for a shorter notice period. The request shall be filed with the employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request in his/her sole discretion. The scheduling of hours of work under the flexible work schedule is at the sole discretion of the immediate supervisor. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for

- F. Teachers shall submit to the District Office an official transcript of credit or completed Professional Development Plan (that has been pre-approved by their immediate supervisor/principal and the superintendent) by January 31st to request professional growth compensation.
- 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.
- C. New to the System Teacher: A new to the system teacher is a teacher who has taught less than three years in the District under a full-time or part-time regular teaching contract.

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 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

- required for the position.
- D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.
- E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary, due to the District's need inability to fill a vacancy or a new position according to the procedures set forth above may, at its discretion, transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator and/or his/her designee which will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline under Section 1.02.

5.02 Employee Resignations

- A. The teacher's individual contract, shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:
1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
 2. It is agreed that liquidated damages are due to the District with the sixty (60) calendar day notice of resignation as follows:
 - a. Five hundred dollars (\$500.00) if the employee's resignation is effective on or after July 1st, but before August 1st.
 - b. Seven hundred and fifty dollars (\$750.00) if the employee's resignation is effective on or after August 1st, but before the start of the school year.
 - c. One thousand dollars (\$1,000.00) if the employee's resignation is effective on or after the start of the school year.
 3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by June 15th ~~April 15th~~, or whose resignation is tendered and effective after the end of the school year, but before July 1st.
 4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.
- B. The Board in its discretion may waive the liquidated damages for the following reasons:
1. Employment transfer of spouse;
 2. Illness of employee;
 3. Other reasons as determined by the School Board.
- In the event the District chooses to waive the liquidated damages, the District shall return any damages submitted with the resignation notice to the employee.
- C. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.

In the event said teacher breaches this contract by termination of services during the term hereof, the Board may, at its option, demand to recover from the teacher such amount of liquidated damages as set forth above; provided, however, that this expressed intent to liquidate the uncertain damages and harm

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Discipline and Termination

An executive staff may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*. "Cause" is defined as the following:

- A. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and
- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

1.02 Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material.

SECTION 2. JOB RESPONSIBILITIES

2.01 Executive Staff License or Certificate

Executive Staff shall maintain a valid license or certificate, properly registered and issued by the State of Wisconsin, sufficient to lawfully permit each employee to perform such duties as may be assigned.

2.02 Job Description

Written job descriptions of each employee's services, duties and obligations will be provided.

SECTION 3. WORK SCHEDULES

3.01 Work Schedules for Executive Staff

Executive staff work schedules are set by the district administrator with the professional duties of each employee taken into account in the setting of the work schedule.

Limitations on the docking of pay of exempt employees:

- A. Exempt employees need not be paid for any workweek in which they perform no work and use no accrued paid leave. See 29 CFR §541.602(a).
- B. Deductions from pay may be made when an exempt employee is absent from work and does not use accrued paid leave for one or more full days for personal reasons, other than sickness or disability. See 29 CFR §541.602(b)(1).
- C. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with a bona fide plan, policy or practice of providing accrued paid leave for such sickness or disability and where the employee has exhausted such leave. See 29 CFR §541.602(b)(2).
- D. While an employer cannot make deductions from pay for absences of an exempt employee occasioned by jury duty, attendance as a witness or temporary military leave, the employer can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of the exemption. See 29 CFR §541.602(b)(3).
- E. Deductions from pay of exempt employees may be made for unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules. Such suspensions must be imposed pursuant to a written policy applicable to all employees. See 29 CFR

§541.602(b)(5).

F. An employer is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Federal or Wisconsin Family and Medical Leave Acts. Rather, when an exempt employee takes unpaid leave under either Family and Medical Leave Act, an employer may pay a proportionate part of the full salary for time actually worked. See 29 CFR §541.602(b)(5).

G. Exempt employees who are eligible to accrue sick, personal and other paid leave who take leave for personal reasons or because of illness or injury of less than one work day may have their pay docked when such accrued leave is not used by the employee because:

1. Permission for its use has not been sought or has been sought and denied;
2. Accrued leave has been exhausted; or
3. The employee chooses to use leave without pay.

H. It is the policy of the Colby School District that improper pay deductions from the salary of exempt employees under the federal Fair Labor Standards Act as specified in board policy, this handbook and 29 C.F.R. § 541.602 are prohibited. Employees are to promptly report any improper pay deductions to the payroll department. Employees who have had improper deductions made from their compensation will be promptly reimbursed. See 29 CFR §541.603(d).

SECTION 4. PROFESSIONAL GROWTH

4.01 Requirement to Remain Current

All executive staff shall engage in independent and active efforts to maintain high standards of individual excellence. Executive staff are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national administrator associations; seminars, workshops and courses offered by institutions of higher learning, and other formal and informal professional development activities.

SECTION 5. EXECUTIVE STAFF EVALUATION

5.01 General Provisions

Executive staff shall receive written evaluations based on job descriptions, including job related activities, and shall include observation of the employee's performance as part of the evaluation data.

5.02 Evaluation Frequency

Executive staff shall receive a written evaluation at the end of their first year of employment and at least every other year thereafter.

5.03 Evaluators

The school district administrator is responsible for the evaluation of executive staff and shall either perform those evaluations him or herself or shall direct that those evaluations be performed by other persons who have the training, knowledge and skills necessary to evaluate executive school personnel.

SECTION 6. PROFESSIONAL COMPENSATION

6.01 Professional Compensation

Each executive staff shall be compensated in accordance with the terms of his or her individual contract.

Hmong <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7h.pdf>

Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf

Minimum Wage Rates - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf

Your Rights Under USERRA: The Uniformed Services Employment and Reemployment Rights Act
(complete information from Dept. of Labor)

English http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf#Non-Federal

Affordable Care Act – Notice to Employees of Coverage Options

<http://www.dol.gov/ebsa/pdf/FLSAwithplans.pdf>

RELATED INFORMATION

Age Discrimination in Employment Act (ADEA)

<http://www.eeoc.gov/laws/statutes/adea.cfm>

Americans with Disabilities Act (ADA)

<http://www1.eeoc.gov/eeoc/publications/fs-ada.cfm>

U.S. DEPARTMENT OF LABOR WORKPLACE POSTER REQUIREMENTS FOR SMALL BUSINESSES AND OTHER EMPLOYERS

<http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>

If your district is a federal government contractor or subcontractor, please be aware that there may be other posting requirements for you.

2013-14 Insurance Contributions & Deductions

The Board of education shall provide health and 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.

SINGLE PLAN		
	DELTA DENTAL	SECURITY HEALTH PLAN
District Yearly Contribution	\$300.77 \$322.92	\$8,557.92
Employee Yearly Contribution	\$75.19 \$80.76	\$950.88
Salaried (Teacher) & Calendar Year Hourly Employee Cost per Check	TEA-\$3.13 \$3.36 12 MO-\$2.89 \$3.11	TEA-\$39.62 12 MO-\$36.57
Hourly Employees Cost Per Check	\$3.96 \$4.25	\$50.05

FAMILY PLAN		
	DELTA DENTAL	SECURITY HEALTH PLAN
District Yearly Contribution	\$873.60 \$936.16	\$18,827.64
Employee Yearly Contribution	\$218.40 \$234.48	\$2,091.96
Salaried (Teacher) & Calendar Year Hourly Employee Cost per Check	TEA-\$9.10 \$9.77 12 MO-\$8.40 \$9.02	TEA-\$87.17 12 MO-\$80.46
Hourly Employees Cost per Check	\$11.49 \$12.34	\$110.10