

9.04 Pay for Unused Sick Leave

A. Retirement: Employees eligible (minimum of 5 years of service) 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.

3. Drugs and Alcohol Testing Based on Individualized Circumstances (Reasonable Suspicion): If a supervisor or administrator has actual knowledge of or reasonable suspicion concerning an employee's employment-related possession or use of alcohol or controlled substances in violation of District policy or any applicable law (e.g., use on the job or being under the influence upon reporting for work or while working), the employee may be required to submit to testing for alcohol and/or controlled substances. Any drug and alcohol testing of District employees shall be conducted using procedures that reasonably protect the privacy interests of the employee and the integrity of the test results.

Consequences for Drug and Alcohol Violations: Compliance with the District's policies and rules regarding alcohol and drugs in the workplace is mandatory and a condition of employment. School employees shall cooperate with supervisors and with law enforcement personnel in investigations concerning any possible violations of these provisions. Employees who violate the District's policies or rules regarding these substances are subject to consequences, including referral to drug and alcohol counseling or rehabilitation programs, reassignment, monitoring plans (which, to the extent permitted by law, may include testing), discipline (up to and including termination), and/or referral to appropriate law enforcement officials.

3.15 Employee Identification Badges

The District shall provide employees with an employee identification badge. Employee identification badges are an important part of employee work attire. They allow students, parents, coworkers, vendors and the public to know who employees are. They are an important part of providing a secure environment for our students. Employees must wear their employee identification badges in a plain visible spot during their contracted work time.

3.16 False Reports

Employees may be disciplined for filing false reports or statements including but not limited to the following: accident reports, attendance reports, insurance reports, physician's statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.

3.17 Financial Controls and Oversight

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be processed in a manner that gives appropriate consideration to the confidentiality of these matters. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. See also Part I, [Section 3.40](#).

3.18 Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Board members, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

- A. Fraud and financial impropriety shall include but is not limited to the following:
 1. forgery or unauthorized alteration of any document or account belonging to the District;
 2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
 3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
 4. impropriety in the handling of money or reporting of District financial transactions;
 5. profiteering as a result of insider knowledge of District information or activities;
 6. unauthorized disclosure of confidential or proprietary information to outside parties;
 7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
 8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy; (See Gifts section of the Handbook)

9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
10. failure to provide financial records required by state or local entities;
11. failure to disclose conflicts of interest as required by law or District policy;
12. disposing of District property for personal gain or benefit and,
13. any other dishonest act regarding the finances of the District.

- B. **Fraud Investigations:** If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

3.19 Gambling

Gambling on District-owned or leased premises is prohibited at all times. Gambling during the workday on or off District property is prohibited.

3.20 Gifts and Sale of Goods and Services

- A. **Gifts:** An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive incidental entertainment, food, refreshments, meals or similar amenities, that are provided in connection with a conference or similar work-related activity where the employee's supervisor has reviewed the agenda for the conference or other activity and concluded that such incidentals primarily facilitate the employee's attendance at and participation in the activity, and, therefore, primarily benefit the District rather than serving primarily as a person benefit. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Teachers should accept only gifts of token value from students. **Note:** Immediate family shall have the same definition as used in [Section 11.01](#). See [Board Policy #524](#).

It is the District's policy for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the District Administrator for proper processing under the District's policy on gifts and solicitations and the terms of § 118.27, Wis. Stats.. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees' position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to [Board Policy #524](#) for gifts and solicitations and § 19.59, Wis. Stats.

- B. **Sale of Goods and Services:** No District employee may receive for his or her personal benefit anything of value from any person other than his or her employing District to sell, promote the sale of or act as an agent or solicitor for the sale of any goods or services to any public school pupil while on the property of his or her employing District or at an activity of his or her employing District. § 118.12, Wis. Stats.

3.21 Honesty

Honesty is a core value in the District. Employees shall not create any intentional inaccuracies verbally or on official District documents such as time sheets, job applications, student records, etc.

3.22 Investigations

- A. **Expectation of Cooperation:** In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s), or any other District official assigned to investigate, all relevant and factual information about matters inquired except as provided for below in paragraphs "B." and "C." Employees failing to volunteer such information shall receive a directive from an administrator to

provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.

B. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).

C. Title IX Investigations: An employee who is a Title IX respondent may opt to not participate in a Title IX formal complaint procedure (e.g., refuse to be interviewed) based on the language in 34 CFR 106.71 without having any adverse inference drawn exclusively from the employee's refusal to participate in such procedure.

D. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

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3.23 Licensure/Certification

Each employee who is required to be licensed or certified by law must provide the District with a copy of the current license or certificate to be maintained in his or her personnel file. Personnel files can be found in the District Education Center. Employees are expected to know the expiration date of their license/certification and meet the requirements for re-licensure or certification in a timely manner. A teaching contract with any person not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

3.24 Nepotism

A. Definition. In this section, the term "related person" means an employee's spouse, former spouse, an individual who lives in the same residence as the employee, a person with whom the employee regularly shares household and other living expenses, a person for whom (or from whom) the employee pays (or receives) more than one half of the payee's financial support, or any person who, including as the result of adoption, is the employee's:

- | | | |
|---------------|----------------|----------------------|
| • Parent | • Aunt | • Step-Parent |
| • Child | • Uncle | • Step-Child |
| • Sister | • Niece | • Parent-in-Law |
| • Brother | • Nephew | • Brother-in-Law |
| • Grandparent | • First Cousin | • Sister-in-Law |
| • Grandchild | | • Grandparent-in-Law |

[Editor's Note: The above list of relationships is drawn from sections 19.42 and 19.59 of the state statutes and anti-nepotism recommendations of the Wisconsin Ethics Commission (ETH-1233), with the additions by WASB editors of step-child, step-parent, first cousin, former spouse, individuals living in the same

residence as the employee, and any person with whom the employee regularly shares household and other living expenses. The Commission's recommendations exceed the scope of statutory conflicts of interest and may exceed the scope of common law requirements for avoiding "divided loyalties." Selecting the extent of the relationships to which a district's anti-nepotism concerns apply is an important local policy decision, and different public employers reach different conclusions about which relationships are to be included.]

- B. Standard for Employment Decisions.** Subject to all applicable laws and Board policies, the Board expects hiring and employment decisions to reflect the best interests of the District, which includes neither arbitrarily favoring nor arbitrarily disfavoring an applicant or candidate solely because the individual is related to a current District employee or current District official.
- C. Prohibited Conduct.** Subject to subsection D, below, no District employee may do any of the following:
1. Participate in the applicant screening, interview, and/or candidate selection processes for any position of employment within the District (including internal promotions and transfers) when a related person is an applicant or candidate for the position.
 2. Make or participate in making a recommendation or decision directly affecting the terms or conditions of employment of a related person (including appointment, retention, contract status, work assignments, compensation, evaluation, discipline, promotion, or demotion), or attempt to influence any officer, employee, or agent of the District in making such recommendations or decisions. In connection with employment references:
 - a. A District employee may not serve as an employment reference for the employee's spouse, for an individual for whom (or from whom) the employee pays (or receives) more than one half of the payee's financial support, or for an individual as to whom the employee has a personal pecuniary interest in the individual's employment.
 - b. A District employee may serve as an employment reference for other related persons without violating District policy if, in providing the reference, the employee expressly discloses the nature of their relationship to the job candidate.
 3. Immediately supervise or otherwise exercise material jurisdiction, supervision, or direction over a subordinate-level employee who is a related person. When a supervisory-level position and a subordinate-level position are in the same direct line of supervisory authority, but the supervisory position is not the immediate/first-level supervisor of the subordinate position, such status as a second-level (or higher) supervisor is sufficient to constitute material jurisdiction, supervision, or direction over the subordinate position.
- D. Exceptions Approved at the Discretion of the District.** Unless prohibited by law, the District Administrator or the School Board may expressly approve exceptions to the prohibitions listed in subsection C, above, based on a determination that the exception is in the best interests of the District, including that appropriate modifications to the relevant line(s) of supervisory authority or to the job responsibilities of the affected employees will be implemented such that the District is satisfied that the potential conflicts of interest will be sufficiently mitigated. The Board shall approve any such exception that involves the District Administrator. Even if it may be possible in a specific situation for the District to modify supervisory relationships and responsibilities, lines of authority, or specific job duties to eliminate or minimize a potential conflict of interest involving related persons, the District is not obligated to do so.
- E. Disclosure Obligations.** Any District employee who (1) has supervisory/managerial duties with respect to other positions; (2) is involved in determining the individualized terms or conditions of employment for any position; or (3) is involved in the applicant screening, interview, and/or candidate selection processes for any position of employment within the District shall promptly disclose the following to an appropriate supervisor or administrator:

1. Any relationship to another District employee that creates a current or imminent conflict of interest under subsection C, above.
2. Any relationship to a known job applicant/candidate for a District position that would give rise to a conflict under subsection C, above, if either (1) the employee who is making the disclosure were to participate in the relevant personnel process; or (2) the applicant/candidate were to be hired, selected, or assigned to the position.

Any close personal relationship to another District employee or to an applicant, separate from a professional or other work-related connection, that a reasonable person would consider to be relevant to the District's managerial decisions regarding a pending District employment process, a pending employment decision, or an existing or pending job assignment involving the employee or the person with whom the employee has the disclosed relationship. A "close personal relationship" may include, but is not limited to, a dating/romantic relationship, a close social friend, or a known relative beyond those individuals defined as "related persons" in subsection A, above.

- A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity 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 Drive Vehicles for a District Purpose within the Scope of their Employment

A. Applicability: Except as otherwise expressly limited or expressly expanded by provisions within this section, paragraphs "B" and "C" in this section apply to each employee who is in any one or more of the following categories:

1. CDL/School Bus Drivers. Any employee whose District position requires the employee to hold a Commercial Driver License (CDL) or school bus endorsement and to operate a school bus or other commercial motor vehicle under such license. Such drivers are also subject to many additional state and federal laws and regulations regarding license eligibility/renewal, employee reporting, and other requirements (e.g., drug and alcohol testing) that are **not** covered in this section.
2. Employees Providing Non-Bus Student Transportation. Any employee who is currently authorized by the District to provide student transportation using an alternative (i.e., non-school bus) vehicle, as defined in § 121.555 of the Wisconsin Statutes. Such drivers are also subject to

additional vehicle, driver, background search, and employee reporting requirements established in state law that are **not** covered in this section.

3. **Drivers of District Vehicles.** Any employee who is required or authorized as part of their District-assigned job duties to drive a District vehicle on any public road or highway or on any public or private property, on other than a purely emergency basis. A District vehicle is a motor vehicle owned by the District or leased or rented by the District from a third party (i.e., not including any personal vehicle that is privately owned, leased, or rented by the employee).
 4. **Employees Driving Personal Vehicles for a District Purpose.** Any employee who, on other than an occasional, sporadic, and incidental basis, drives a personal motor vehicle (e.g., privately owned, leased, or rented) for a District purpose within the scope of their employment **and** who is eligible to receive mileage reimbursement or a similar travel-related allowance from the District for such driving. The *[insert position title (e.g., Director of Business Services, the Director of Human Resources, or a designee of such administrator)]* will determine if an employee is deemed to drive a personal vehicle for District purposes on more than an occasional, sporadic, and incidental basis and notify each such employee that they are subject to this section.
 5. **Drivers of District Mobile Equipment.** Any employee who, as part of their District-assigned job duties and on other than an occasional, sporadic, and incidental basis, drives safety-sensitive "mobile equipment" that is owned, leased, or rented by the District. "Mobile equipment" includes but is not limited to equipment such as tractors, ATVs/UTVs, riding lawnmowers, forklifts, pallet jacks, trenchers, and golf carts. The *[insert position title (e.g., Director of Business Services, the Director of Human Resources, or a designee of such administrator)]* will determine the positions and the specific mobile equipment operations that fall under this provision and shall notify each employee who is deemed to drive equipment covered by this paragraph that the employee is subject to this section. *[Editor's Note: This scope of this provision may need to be modified to fit local practices, expectation, and circumstances. Some Districts may wish to expressly identify one or more exceptions. For example, Districts could choose to expressly exclude the driver record check and/or employee reporting requirements for regular operators of slow-moving, ride-on floor sweepers/cleaners and similar equipment that could be considered "mobile equipment." Alternatively, a District could decide to delete this paragraph such that no provision of this section would apply to drivers of "mobile equipment." A District may wish to consult with its liability insurance carrier for specific recommendations.]*
- B. **Operating Record from the Department of Transportation:** For all employees identified in Paragraph "A," above, the District will request, and the employee shall cooperate as needed with a District review of, the employee's driver operating record from the Wisconsin Department of Transportation and from any other jurisdiction that the District may deem appropriate (1) at the time of initial authorization as an employee driver and at least once every *[insert interval (e.g., 4 years)]* thereafter, and (2) whenever otherwise required by law. *[Editor's Note: If a District imposes local requirements regarding the review of an employee's operator record, the maximum interval between such reviews should likely be no less frequently than once every 4 years. This is because, in addition to many other statutory requirements that apply to drivers who provide student transportation using alternative vehicles, school Districts are required to request and review the operating record of employee drivers of such alternative vehicles before the individual is initially permitted to operate the vehicle and at least every 4 years thereafter. See § 121.555, including § 121.555(3)(a).]*
- C. **Employee Reporting of Traffic Violations, Convictions, Accidents, and License Issues:** Employees identified in Paragraph "A," above, shall promptly notify their immediate supervisor or *[insert position, e.g., the Director of Human Resources]* of each instance of the following:

1. Any driving citation (other than a parking citation) that the individual receives for driving any vehicle at any time and in any jurisdiction.
2. Any conviction of any law or ordinance relating to motor vehicle traffic control (other than a parking violation) in connection with any motor vehicle at any time and in any jurisdiction.
3. Any accident that occurs in which the individual was involved as the operator of any motor vehicle, at any time and in any jurisdiction, regardless of whether the individual was issued a traffic citation or charged with any offense.
4. Any suspension or revocation of the individual's driver license or operating privilege, or any cancellation or suspension of a school bus endorsement, by this state or another jurisdiction.
5. Solely for employees whose District position requires the employee to hold and operate a vehicle under a Commercial Driver License (CDL) or school bus endorsement, any suspension, revocation, or cancellation of such a license or endorsement by any state, or any disqualification or loss of the privilege to operate a commercial motor vehicle or school bus for any period of time in any state, including any out-of-service order issued against the individual.
6. Solely for employees who drive a vehicle to provide student transportation on behalf of the District, any conviction or operating privilege revocation that, under § 121.555 of the state statutes, makes the individual ineligible to operate an alternative vehicle for student transportation; or, if the employee holds a valid school bus endorsement, any conviction or operating privilege revocation that disqualifies the individual from issuance or renewal of a school bus endorsement under state law.

Regardless of any longer time period for reporting that may be permitted for purposes of minimum compliance with a state or federal law, "prompt" reporting by the employee under District expectations means before the end of the first business day after the day (1) of the occurrence of an accident or (2) on which the employee receives notice of the citation, conviction, or license action. If the employee initially gives a notice required under this paragraph verbally, the employee shall follow-up the verbal notice with timely written notice. If the employee initially provides notice to his/her immediate supervisor, the immediate supervisor shall promptly report the issue to the *[insert position, e.g., the Director of Human Resources or his/her designee]*.

- D. **Contract Requirement for Drivers Engaged in Student Transportation:** All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. In addition, the owner or lessee of all privately owned motor vehicles transporting pupils for compensation shall be under written contract with the Board.
- E. **Allowances for Mileage Reimbursement:** Mileage-based reimbursement amounts for employee use of a personal motor vehicle for District business are *[insert cross reference (e.g., "at the then-current IRS rate for such business-related travel" or "found in Section XX of the Employee Handbook")]*. Use of a personal vehicle which will involve mileage reimbursements is expected to be preapproved by the administration, and reimbursement may be denied if not preapproved. The District may direct an employee to use a District vehicle rather than a personal vehicle when a District vehicle is available and appropriate for the purpose. An employee who is subject to the minimum insurance requirements found in paragraph "F" of this section (see below) must maintain such minimum insurance in order to be eligible to receive mileage-based expense reimbursement.
- F. **Insurance Requirements:** Upon District request, an employee who is subject to the minimum vehicle insurance requirements under this subsection shall provide proof of such insurance. The employee shall also immediately notify *[insert designated administrator/department, e.g. Human Resources]* if their vehicle insurance lapses, is cancelled, or otherwise ceases to meet the minimum requirements stated in this sub-section.

1. **Employees Transporting Students in a Personal Vehicle:** *[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 statutory minimums are quite low, and a District may wish to require more substantial coverage.]* Employees who, acting on behalf of the District, transport students for District-sponsored activities in their personal vehicle(s) shall carry minimum insurance policy limits of *[insert minimum requirements]* for each such authorized vehicle.
2. **Employees Driving Personal Vehicles for Mileage Reimbursement for Purposes Other than Transporting Students:** Employees who are authorized to drive their personal vehicle for District business for mileage reimbursement on more than an occasional, sporadic, and incidental basis and who are notified by the District that they are subject to the record check and reporting requirements of this section, but who do not transport students in connection with such use, shall carry the following minimum insurance policy limits of *[insert minimum requirements]* for each personal vehicle that is used for that purpose. *[Editor's Note: The insurance requirements specified in this paragraph can vary depending on specific District insurance coverage that may also apply.]*

G. Liability and Related Information:

1. **Primary Insurance:** Whenever an employee is driving a personal vehicle in connection with District business, the employee's personal auto insurance shall be considered primary insurance and any District insurance that may apply shall be considered secondary insurance. *[Editor's Note: Ensure that this statement is accurate in light of the District's actual insurance policies that cover vehicles. Also consider addressing the order of application of insurance for District-rented vehicles, especially if the employee's personal insurance will be considered primary for such a rental vehicle. It is highly recommended for the District to work with a rental agency that will consider the District, and not the individual employee the renter of the vehicle and, if possible, for the District to confirm with its insurance carrier that District insurance will be considered primary for such a rental vehicle.]*
2. **Reimbursement of Insurance Deductible when Employee Not at Fault:** Damage to an employee's personal vehicle that is operated in the scope of employment for mileage reimbursement and/or for the District-authorized transportation of students may be reimbursed by the District, in its discretion, provided the District's maximum reimbursement shall not exceed the actual insurance deductible amount, up to a maximum reimbursed deductible amount of five hundred dollars. 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. **Tickets, Citations, Fines, or Forfeitures:** Payment for any ticket, citation, fine, or forfeiture received in connection with driving/operating a District vehicle or District mobile equipment, or while driving a personal vehicle within the scope of employment, is the responsibility of the driver/operator and will not be reimbursed by the District.

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:

a. 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).*

b. All drivers shall submit at least once every three years a statement from his or her health care provider stating that the operator is not afflicted with or suffering from any mental or physical disability or disease such as to prevent the operator from exercising reasonable control over a motor vehicle.

c. All drivers shall submit or allow at least once every three years a driver's license record check.

d. All drivers shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs (Part I, Section 3.14). Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property

D. Personal Transportation Utilized for School Use

Employee Transportation of Students in Personal Vehicles is Strongly Discouraged

1. Car Insurance

Editor's Note: § 121.555(2)(a) requires insurance coverage with at least \$10,000 in property damage coverage, \$25,000 in bodily injury coverage for each person and \$50,000 total limit for each accident. The minimum insurance requirements specified below exceed the minimum required by state law. Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability or \$250,000/\$500,000 bodily injury and \$100,000 property damage. This form of alternative transportation will be utilized only as a last resort and employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle. *See Wis. Stats. § 121.555.*

2. Operator Requirements. Employees who transport students in a motor vehicle transporting 9 or less 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)(em) 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, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment.

3.27 Personal Appearance/Staff Dress Code

District employees are judged not only by their service but also by their appearance. It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. Employees are expected to present a well-groomed, professional appearance and to practice good personal hygiene. Remember, to our students, parents and the public, employees represent the District.

The District expects that all employees are neat, clean, and wear appropriate dress for work that is in good taste and suitable for the job at hand. The District will not tolerate dress or attire from school employees that the principal or supervisor considers disruptive, inappropriate, or which adversely affects the educational atmosphere.

3.28 Personal Property

- A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property. The District does not carry accident insurance or other insurance coverage for any loss or injury for which the District does not have legal responsibility.
- B. Search of Personal Effects [Please see 3.29 of the *Handbook* for information on the Search of District Property]: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited by enumeration to automobiles parked on the District's property, items left on top of or within desks and cabinets, lockers, etc. Items not in plain view and contained within personal property, e.g. purse, satchel, wallet, coat, backpack, etc., may be searched in accordance with applicable state and federal law.

3.29 Work Spaces, Including Desks, Lockers, etc.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for under [Section 3.28, Subsection B](#) of this *Handbook*.

3.30 Personnel Files

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file, while in the presence of the administrator or his designee. The employee shall be entitled to have a representative accompany him/her during such review. This examination must be accomplished in the presence of the person officially charged by the District Administrator with custody of those files. The removal of this file from the safekeeping place will be done by the official personnel file custodian. The employee's personnel file or any part thereto may not be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy.

If the request to review personnel records is pursuant to an active grievance filed by that employee, the District will provide copies of the records to the employee, at the employee's expense, and the employee and his or her representative may examine the copies outside of the presence of the administrator/records custodian.

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a 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 and District Board Policy #523.1. 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 except for the narrow exception as set forth hereafter. Exceptions may be made for political discussions between teachers/staff members and students that are an integral aspect of the established curriculum and that are part of that teacher's/staff person's personal professional responsibilities (e.g., teaching a particular social studies course, American literature course, etc.) provided the teacher or staff member does not express a preference for a political candidate, party, referendum, or platform during such discussions.

- 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.

3.34 Position Descriptions

Position descriptions are available for inspection for each District employee. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description. The Job Description Manual is available on the website at www.colby.k12.wi.us.

3.35 Severance from Employment

An employee's employment relationship shall be broken and terminated by:

- A. Termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract [unless the contract being non-renewed is for an extracurricular or temporary/seasonal assignment and the staff member remains employed with the district in another capacity];
- E. failure to return to work following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer (only applicable to employees where a reemployment process is expressly provided for in other sections of this handbook);
- F. the employee having been on reemployment opportunity status for twelve (12) consecutive months (only applicable to employees where a reemployment process is expressly provided for in other sections of this handbook);
- G. failure to return to work the day following the expiration of an authorized leave of absence; and
- H. job abandonment.

3.36 Solicitations

Individuals, groups and organizations often wish to solicit employees to support a particular activity or organization. This solicitation may be charitable, political or for other purposes. All solicitations of employees must be approved in advance by the administration and be consistent with Board Policy.

8. Possession of weapons of any kind on District property [please see section 3.42].
 9. Stalking.
 10. Any other act that a reasonable person would perceive as constituting a threat of violence.
- D. **Reporting Procedure:** An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
 2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible and complete a written statement.

An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

- E. **Investigation and Investigation Findings:** The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.
- In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

3.44 Legal Custodian of Records

For purposes of applicable public records law, the District's legal custodian is the District Administrator, who is vested by the Board with full legal power to render decisions and carry out the district's statutory public records responsibilities.

3.45 Breastfeeding

A. Requests for Break Time and an Appropriate Location

1. Upon request and to the extent required by law, the District shall provide a reasonable break time for an employee to express breast milk for the employee's nursing child for one year after the child's birth each time the employee has the need to express milk. After one year, the District's specific legal obligations change. However, an employee may ask the District to consider further arrangements to express breast milk after the one-year period.
2. The District shall also provide an appropriate place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.
3. A request for break time to express breast milk, for the designation of an appropriate location to express breast milk, or for adjustments to break schedules or break locations shall be submitted in writing (e.g., via email) to your building principal.

B. Compensation for Break Time

1. Whether a lactation break period is considered a paid or unpaid break and whether any deduction from an accumulated leave balance may be applied in connection with a lactation break can vary under applicable laws and due to factors such as the employment classification of the position held by the employee and the specific timing and length of the break(s). However, a break provided to an employee to express breast milk must be considered compensable time worked if any of the following apply:
 - a. A state law, federal law, or local ordinance independently requires that the break be treated as paid time; or

- b. The employee uses a District-provided break period to express milk that would be a paid break if it were used for other purposes; or
 - c. The employee is not completely relieved from duty during the break.
2. The district administrator shall make determinations, as needed, regarding the compensability of breaks arranged for the purpose of expressing breast milk and any leave usage associated with such breaks.
 3. If the District designates a lactation break as an unpaid break (including when the employee is appropriately using accrued paid leave to remain in paid status during an otherwise unpaid break), then administrators and other supervisors shall not ask, expect, or require the employee to engage in work activities as unpaid time during such a break.

A non-exempt (i.e., hourly, overtime-eligible) employee shall not unilaterally elect to perform work during an unpaid lactation break unless the employee determines that there is an emergency situation, elects to respond to the emergency, and promptly notifies a supervisor of the emergency work that was performed. If such emergency work has been performed, then that break time will be paid time.

Upon request, the District shall provide a reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has the need to express the milk. For members of the professional teaching staff, "reasonable break time" generally means periods during the day when they are not engaged in instruction with students. Furthermore, the District shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Preferably, the space should have an electrical outlet for use by the employee.

Non-exempt employees (support staff) under the Fair Labor Standards Act shall not be compensated for any break taken for the purpose of expressing milk, unless such break would otherwise be compensable. Non-exempt employees shall not 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

SECTION 3. HOURS OF WORK AND WORK SCHEDULE

3.01 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 reduction in force. 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.

3.02 Regular Workday and Starting and Ending Times

A regular full-time workday is seven and a half (7.5) hours, excluding lunch time. Because of different schedule requirements, employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours, break periods, and lunch periods.

3.03 Regular Work Week

A regular work week is forty (40) hours or less. The regular work week is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not be construed as a guarantee or limitation on the number of hours per day or hours in a work week which may be scheduled or required by the District.

3.04 Part-time Employees

A regular schedule of hours shall be prepared for part-time employees. Such schedule shall be made known to the affected employees.

3.05 Additional Hours and Overtime - Approval and Assignment

- A. Approval: In order for an employee to work beyond his or her **scheduled** contract hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.
- B. Assignment: Non-emergency scheduled overtime assignments will be filled using volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District may assign the work on a rotating basis within the applicable job classification. Emergency overtime assignments shall be assigned at the discretion of the District.
- C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, vacation, or personal leave time. The reason for overtime must be indicated on the employee's time card. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.