

employee during a seasonal session shall not be used to determine eligibility or contribution for any benefits, length of service or wage/salary levels.

3. Seasonal employees performing non-exempt duties shall be paid in accordance with the Seasonal Employee Wage Schedule [[Appendix Part I - 1.02E\(3\)](#)].
- F. Substitute Employees: Substitute Employees are defined as non-exempt staff without individual contracts under section 118.21 or section 118.24, Wis. Stats., hired to replace a regular employee during the regular employee's leave of absence.
- G. Short Term Substitute Teacher: Short Term Substitute means a substitute employee employed pursuant to a contract under sections 118.21 or 118.24, Wis. Stats., for no more than 20 consecutive days in the same teaching assignment.
- H. Long Term Substitute Teacher: Long term substitute means a substitute employee employed pursuant to a contract under section 118.21 or 118.24, Wis. Stats., for more than 20 consecutive days in the same teaching assignment.
- I. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.
- J. Teacher: Teachers are defined as persons hired under a contract pursuant to § 118.22, Wis. Stats.
- K. Temporary: Temporary Employees are defined as persons hired for a specific project for a specific length of time. This definition includes summer school and seasonal employees as defined in paragraph "E" above. A temporary employee has no expectation of continued employment.
- L. Termination: Termination is defined as an involuntary discharge involving the dismissal of an employee, usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include voluntary retirement, voluntary resignation or a nonrenewal of contract under § 118.22, Wis. Stats, § 118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.

1.03 General Personnel Policies

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

SECTION 2. EMPLOYMENT LAW

2.01 Employment of Minors

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

2.02 Equal Opportunity

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

The District will provide reasonable accommodations to qualified individuals with a disability, **to pregnant employees as required by Pregnant Workers Fairness Act**, and to employees with sincerely held religious beliefs to the extent required by law, unless such accommodations would impose an undue hardship on the District.

Requests for accommodations from current employees must be made in writing in accordance with District policies and procedures.

performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

- J. Personal Electronic Devices: The District permits staff to use personal technology devices in support of teaching and learning and to access the District's Wireless Public Network when doing so. Personal devices include laptop computers, portable digital assistants (PDAs), cell phones, smart phones, iPods/MP3 players, wireless devices, digital cameras, e-readers, storage devices, or other electronics that may be carried on a person. Staff may use personal devices provided such use does not interfere with educational or employment responsibilities, hinder, disrupt or consume an unreasonable amount of network or staff resources, or violate board policy, administrative rules, state law or federal law. An employee using a personal device shall take adequate measures to ensure the confidentiality and proper maintenance of all pupil record information. The District is not liable for the loss, damage or misuse of any personal device including while on District property or while attending school-sponsored activities.

3.07 Confidentiality

Employees are expected to comply with state and federal pupil records laws, as well as any other laws that govern the confidentiality of District records. Employees must also understand that records, and information from records, can sometimes still be personally identifiable even when the individual's name is not used or when the name has been redacted. As such, employees should not presume that removing a pupil or person's direct identifiers from a record will be sufficient to satisfy a confidentiality requirement.

Employees who are uncertain as to whether information or records are confidential are expected to refer such questions to the administration. Some examples of records and information that employees must be especially careful not to disclose or provide access to without proper authorization include, but may not be limited to: (1) medical records, (2) pupil records, (3) electronic system(s) access records including passwords, (4) employee personnel and payroll records, (5) child abuse and neglect reports, (6) financial account information, and (7) records that are subject to attorney-client privilege.

An employee who receives a public records request should refer the request to the District's records custodian(s) in accordance with the District's public records policies. The District may discipline or discharge any employee who discloses or provides access to a confidential record or confidential information in violation of the law, a District policy, an employee handbook provision, or a supervisory directive.

For more information, employees should refer to the District's pupil and public records policies and to the District's records retention schedule(s). Reference: BOE Policy #po8330-Student Records.

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

3.08 Conflict of Interest

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

3.09 Contracts and Conflict of Interest

No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's

selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contract other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.

- b. If a continuing teacher is selected as a mentor, he/she shall be paid a stipend of \$500 for the period served as a mentor (from August of the first year through October of the subsequent year) for an initial educator.
- c. A teacher new to the District, but not an initial educator, may also be provided a qualified mentor by the District.
- d. A continuing teacher serving as a mentor may request the District assign him/her to a different teacher new to the system teacher and/or be relieved completely from mentor responsibilities. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days of receipt. The District Administrator will grant the request if the District Administrator, in his/her discretion, has a qualified replacement mentor. The present continuing teacher will serve as the mentor until such time as the suitable replacement is found. In the event a mentor is replaced, compensation will be prorated for the period served as a mentor.
- e. The teacher receiving mentoring may request the District to provide a different mentor. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days from receipt.
- f. The District will make a good faith effort to assign an individual mentor for each teacher new to the District; however, a mentor may elect to work with more than one employee.
- g. The Mentor Specialist position is a position established for a retiring staff member who will have an entire year of work with new staff members. Unlike traditional teacher mentors, who are assigned one-to-one with new staff members, Mentor Specialists would meet with all staff in a building monthly to help them during their transition to the Colby School District. A Part II employee would qualify if retiring from the district and he/she would serve in the role of Mentor Specialist during their final year. Employee must notify the Superintendent in writing of his/her intention to retire by February 15 of the previous year in order to qualify for this position. Anyone fulfilling the duties associated with the Mentor Specialist position, who announces their intention to retire by Feb 1 of the school year prior to their last full year, and who has at least 10 years of experience in the field of education, will be entitled to \$5,000 on top of his/her regularly negotiated contract.

SECTION 5. TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS

5.01 Teacher Assignments, Vacancies and Transfers

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position that is open position (e.g., during the summer), the teacher shall provide the District Administrator, with a written transfer request. The District Administrator and/or his/her designee will give due consideration to such requests (subject to the District Administrator's, or the designee's, authority to assign to all positions to the individual who he/she believes is the best fit). ~~or his/her designee, with which may open during the summer, application for a transfer should~~

~~be made in writing to the District Administrator and/or his/her designee, who shall give due consideration to such requests. Insofar as possible, consideration shall be given these requests.~~

- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's website for a minimum of 5 days. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications 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, it may, at its discretion, transfer any 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 wishes to remain in a current available position, may request a conference before the Board of Education. 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 either during its term or after signing a contract for the ensuing contract year, 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, 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:

COLBY SCHOOL DISTRICT

Extra Duty Wage Schedule

Carl Perkins Staff Coordinator	\$ 473.00
Chemical Hygiene Coordinator	\$ 685.00
Steering Committee - Elementary, MS, HS	\$ 514.00
Substitute Caller Grades PK-5th4	\$2,205.00
Substitute Caller Grades 6th5-12th	\$2,205.00
Sustainability Coordinator	\$ 652.80
Teacher Mentors	\$ 536.00
Mentor Specialist (Yearlong assignment in teachers final year)	\$5,000.00
Wellness Coordinator	\$ 685.00
Digital Learning Coordinator	\$2,500.00
Instructional Technology District Coordinator	\$2,500.00
Instructional Technology HS, MS, or CE Support	\$1,500.00
After School Study Club Coordinator	\$1,000.00
Teacher Overload Assignment	\$1,500/semester
Paraprofessional Overload Assignment	\$1,500/semester
Teacher Teaching Distance Learning Classes to Non-District Students	\$500/semester (1-5 Students) \$1,000/semester (6-10 Students) \$1,500/semester (11-15 Students) \$2,000/semester (16+ Students)
Curriculum Study	\$20.00
Summer School	\$27.00 per hour
ESEA Grant Planning and Writing	1% of Allocation
Fiscal Grant Management	1% of Allocation
IEP Translation	Regular Rate of Pay w/OT as applicable (Hourly Staff)
IEP Overload	\$75.00
Eval/IEP Overload	\$100.00
Weight Room Supervision	\$27.00 per hour (Certified Staff) Regular Rate of Pay w/OT as applicable (Hourly Staff)
Detention	\$27.00 per hour (Certified Staff) Regular Rate of Pay w/OT as applicable (Hourly Staff)
LEA Rep. for IEP Meetings	\$27.00 per meeting (Certified Staff) AND Approval of SPED Director
Support Staff Rep. for IEP Meetings	\$15.00 per meeting (Support Staff) AND Approval of SPED Director
Study Team	\$27.00 per meeting (Certified Staff) Regular Rate of Pay w/OT as applicable (Hourly Staff)
Translation for PT Conferences	\$16.00 per hour
Event Supervisor (Crowd Control)	\$45.00 per event
Ticket Takers, Ticket Sellers, Timers, Scorekeepers, Yard Keepers, Down Keepers (per athletic event)	\$35.00 per event
Athletic Announcer/Media Specialist	\$750.00
Chaperones (for any approved bus trip at a time other than during regular school hours)	\$ 20.00 per trip for 0 – 60 miles \$ 25.00 per trip for over 60 miles \$ 75.00 for any overnight trip**

**** Does not apply to advisors/coaches already compensated through extra-curricular Letters of Appointment.**

COLBY SCHOOL DISTRICT

Seasonal Employee Wage Schedule

	First Season of Employment	Increase Every SECOND SEASON of Employment
Lifeguard*	\$15.00/Hour	.50/Hour
Summer Recreation Community Ed.** Licensed Teacher Non-Licensed	\$27/Hour \$14-20/Hour	\$1.00/Hour \$1.00/Hour
Summer CTE Maintenance ***	\$27/Hour	\$1.00/Hour
Student Workers Student Tech. Support	\$14.00 13.50/Hour	.25/Hour

* Lifeguards must hold proper certification and be eligible for a work permit. Lifeguards that also hold a valid WSI certificate will receive an additional \$2.00 per hour.

Selection and scheduling of lifeguards shall be based on a priority order utilizing the following criteria (similar to Part III, Section 3.03 (C) 2d).

1. Date of hire.
2. When date of hire is the same, the lifeguard with greater certifications.
3. When hire date and certifications are the equal, the lifeguard with the greatest length of service.

** Wage Based on **required** Education/Licensure in content instructing. Wage may be adjusted to align with class enrollment. Maximum wage of \$40/Hour.

*** Must meet qualifications as specified in the job description.