

Colby School District



EMPLOYEE HANDBOOK

Updated 01/15/2024

Employee Acknowledgment

To be signed and returned to Kristen Seifert at the Colby District Education Center.

I hereby acknowledge that it is my responsibility to access the Colby School District *Employee Handbook* online. My signature below indicates that I agree to read the *Handbook* and abide by the standards, policies and procedures defined or referenced in this document. It is also important to know that additional regulations, policies and laws are located in the District Board Policies and in the District's Administrative Guidelines for both the employee handbook and board policies. The Employee Handbook and the Board Policies can be located on the District's website at www.colby.k12.wi.us. The Employee Handbook along with the handbook Administrative Guidelines can be located under the heading "Staff/Human Resources", Board Policies and Board Policy Administrative Guidelines can be located under the "District/Board of Education". The information in this *Handbook* is subject to change. I understand that changes in District policies may supersede, modify or eliminate the information summarized in this *Handbook*. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes. I understand that this *Handbook* does not constitute an employment contract or alter my status as an at-will employee unless specifically addressed for those employees covered by Part II (teachers), Part III (support staff) or Part IV (administration/executive support staff, supervisory staff, specialists). I understand that nothing in this *Handbook* is intended to confer a property interest in my continued employment with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform my supervisor of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor if I have any questions, concerns or need further explanation. My signature on this form is acknowledgment that I agree that I am legally responsible for any fines or fees charged to the school District incurred by me (an example may be a traffic citation, e.g. a parking ticket, received as a result of my operation of a District motor vehicle) or reduction in salary for breach of contract. If any contractual relationship between the District and an employee (or group of employees) conflicts with any provision of this *Handbook*, the contract shall govern with respect to that issue.

Printed Name

Signature

Position

Date

Colby School District will maintain this page in the employee's personnel file. After the employee ceases employment with the District, the District will maintain this record pursuant to its records retention schedule.

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Mission Statement



**The mission of the
School District of Colby
is**

Learning for ALL

District Contact Information

FOR INFORMATION ON:

Accident Reports - Employee
Accident Reports - Student
Accounts Payable & Purchase Orders
Annuities
Board of Education – Agenda/Minutes
Community Education
Course Approval Request (Teachers)
Curriculum

ELL High School
ELL Middle School
ELL Colby Elementary
Employee Handbook
Employment/Interviews
ERMA(Skyward)/Payroll/Time Off
Expense Vouchers and Mileage
Flexible Spending Plan
Free and Reduced Meal Applications
Insurance - Dental, Health, Disability, AFLAC
Leaves: (Paid) Vacation, Sick, FMLA, Etc.
Licenses
Long-term Disability Claims
Notary Public
Payroll
Personnel File
Policies & Executive Assistant to District Administrator
Professional Registration Fees/Expenses
Psychologist
Purchasing (Skyward)
Salary/Contracts
Special Education
Student Services
Student Software (Infinite Campus)
Substitutes
Summer School
Superintendent
Technology Coordinator
 Instructional Technology District
 Instructional Technology High School
 Instructional Technology Middle School
 Instructional Technology Elementary
Transcripts / Professional Growth Compensation
WRS (Wisconsin Retirement System)
WI Deferred Compensation
Worker's Comp Reporting/Claims

CONTACT:

Sara Uhlig (Ext. 1003)
Building Secretary
Kathy Polzin (Ext. 1005)
Brian Zaleski (Ext. 1004)
Kristen Seifert (Ext. 1002)
Kristen Seifert (Ext. 1002)
Patrick Galligan (Ext. 1001)
Dora Wilox (Ext.3335) AND
Steven Wozniak (Ext. 5123)
Jessica Bohl (Ext. 5134)
Juanita Friedenfels (Ext. 4223)
Aracelis Gonzalez Cortes (Ext. 3364)
Kristen Seifert (Ext. 1002)
Kristen Seifert (Ext. 1002)
Sara Uhlig (Ext. 1003)
Kathy Polzin (Ext. 1005)
Sara Uhlig (Ext. 1003)
Sara Uhlig (Ext. 1003)
Sara Uhlig (Ext. 1003)
Sara Uhlig (Ext. 1003)
Kristen Seifert (Ext. 1002)
Sara Uhlig (Ext. 1003)
Kristen Seifert (Ext. 1002)
Sara Uhlig (Ext. 1003)
Kristen Seifert (Ext. 1002)
Kristen Seifert (Ext. 1002)
Kathy Polzin (Ext. 1005)
Jason Penry (Ext. 1007)
Kathy Polzin (Ext. 1005)
Kristen Seifert (Ext. 1002)
Jason Penry (Ext. 1007)
Jason Penry (Ext. 1007)
Sara Uhlig (Ext. 1005)
Sara Uhlig (Ext. 1003)
Brenda Medenwaldt (CE-Ext. 3322)
Patrick Galligan (Ext. 1001)
Dante Kleinschmidt (CHS-Ext. 5155)
Dante Kleinschmidt (CHS-Ext. 5155)
Dora Szemborski (CHS-Ext. 5161)
Tamara McClellan (CMS-Ext. 4236)
Jessica Pipkorn (CE-Ext. 3327)
Kristen Seifert (Ext. 1002)
Brian Zaleski (Ext. 1005)
Sara Uhlig (Ext. 1003)
Sara Uhlig (Ext. 1003)

District Emergency Procedures

Should inclement weather or other emergency situation(s) require the District to close school(s) the following procedures shall be followed:

Local television and radio stations will also be notified as soon as practicable. Please check the following if you do not receive a phone call or an email.

Television:

Channel 7 (WSAW) – Wausau

Channel 9 (WAOW) – Wausau

Channel 13 (WEAU) – Eau Claire

Channel 18 (WQOW) – Eau Claire

Radio Stations:

95.5 FM (WIFC) – Wausau

99.3 (WKEB) – Medford

101.9 (WDEZ) – Wausau

104.5 (WAXX) – Eau Claire

Information is also posted on the District website.

Employees are encouraged to monitor these TV and radio stations.

District Building Office Numbers

COLBY ELEMENTARY & LITTLE STARS PRESCHOOL

202 WEST DOLF STREET, PO BOX 110

COLBY, WI 54421

715-223-3939

715-223-2123 (FAX)

COLBY MIDDLE SCHOOL

703 N. 2ND STREET, PO BOX 110

COLBY, WI 54421

715-223-8869

715-223-6754 (FAX)

COLBY HIGH SCHOOL

705 N. 2ND STREET, PO BOX 110

COLBY, WI 54421

715-223-2338

715-223-4388 (FAX)

COLBY SCHOOL DISTRICT OFFICE

705 N. 2ND STREET, PO BOX 110

COLBY, WI 54421

715-223-2301

715-223-4539 (FAX)

District Chain of Command

Used for Crisis Management / Emergency School Closing

Patrick Galligan
Superintendent
Office (715) 223-2301



Jim Hagen
Middle School Principal
Office (715) 223-8869



Jason Penry
Director of Spec. Education
Office (715) 223-3939



Brenda Medenwaldt
Elementary Principal
Office (715) 223-3939



Steve Wozniak
High School Principal
Office (715) 223-2338

District Academic Calendar

School Calendar: The school calendar shall be determined by the Board. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc. shall be at the discretion of the Board. The school calendar is available on the District website <http://www.colby.k12.wi.us/district/district-calendar.cfm>.



**PART I – PROVISIONS
APPLICABLE TO ALL
EMPLOYEES**

SECTION 1. PREAMBLE AND DEFINITIONS

1.01 About this *Handbook*

- A. Employees Covered: This *Handbook* is provided as a reference document for the Colby School District's (hereinafter referred to as "District") employees.
- B. Disclaimer: The contents of this *Handbook* are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The District reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time with or without notice. The language which appears in this *Handbook* is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guarantee of continued employment. Notwithstanding any provisions of this *Handbook*, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this *Handbook* or individual contract.

In case of a direct conflict between this *Handbook*, rules, regulations or policies of the Board and any specific provisions of an individual contract or collective bargaining agreement, the individual contract or collective bargaining agreement shall control.

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* should not be considered all inclusive. Copies of Board Policies and Administrative Procedures are available in each administrative office to all personnel and are on the Colby School District website. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Colby School Board.

1.02 Definitions

- A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. Casual Employees: Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
- C. Discipline: Specifically excludes oral and written reprimands, performance improvement plans, notice of expectations, required counseling, transfers/reassignments, and paid administrative leaves. Would include unpaid suspensions, disciplinary demotion and other disciplinary action impacting pay/wage. In addition, an employee who is involuntarily transferred or demoted due to poor performance and suffers a loss of wages, hours or other fringe benefit as a result of such transfer or demotion may also contest the transfer or demotion as discipline.
- D. Regular Employees: Regular Employees are defined as employees whom the District considers continuously employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee. A regular employee does not include casual, substitute or temporary employees as defined in this Section.
- E. Seasonal Employees: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District.
 - 1. If seasonal employment is available, the District may offer seasonal employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.
 - 2. The terms and conditions of employment for seasonal session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular

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 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.

2.03 Equal Opportunity Complaints

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

2.04 Fair Labor Standards Act and Wisconsin Administrative Code DWD 274.08

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

2.05 Family and Medical Leave and Wisconsin Bone Marrow and Organ Donation Leave

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

2.06 Immigration Law Compliance

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

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

2.07 Employee Harassment based on a Legally Protected Status

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

prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful 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:

1. Unwelcome sexual advances, comments or innuendos;
2. Physical or verbal abuse;
3. Jokes, insults or slurs based on any personal characteristic (*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*);
4. Taunting based on any personal characteristic described above in section 2.02; and/or
5. Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

- C. **Employee Responsibility:** All employees are responsible for ensuring that harassment and bullying do not occur. The District intends to comply with both the letter and spirit of the law in making certain that harassment and bullying do not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of harassment or bullying or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures ([Board Policy #512](#)). All reports regarding employee harassment or bullying shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee harassment and bullying. Actions that are determined to be harassment or bullying shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of alleged harassment or bullying to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of alleged harassment or bullying may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to harassment or bullying complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.

This policy and its accompanying procedures shall be published annually and distributed to all staff. Training shall be conducted annually on this policy for all staff in the District.

2.08 Bullying

- A. **Policy Statement:** The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of bullying and harassment prohibited by Wisconsin Criminal Statutes, e.g. Wis. Stats. 947.013 and 947.0125
1. **Bullying:** Bullying is defined as systematic or repeated infliction (or attempted or threatened infliction) of physical harm or psychological/emotional distress on one or more students, staff, or other persons. It involves purposeful or intentional written, spoken, nonverbal, or physical behavior, including but not limited to any threatening, intimidating, insulting, degrading, or dehumanizing conduct, gesture, or communication that has the effect of doing any of the following:
 - a. Substantially interfering with any employee's work or a student's education;
 - b. Substantially interfering with a person's ability to participate in or benefit from any school activity or program;
 - c. Endangering the health, safety, or property of the target(s) of the behavior;
 - d. Creating a threatening, intimidating, hostile, or offensive environment within any District school, activity, or program; or
 - e. Substantially disrupting the orderly operation of the school.

“Cyber-bullying” is defined as bullying that involves the use of digital technologies, including but not limited to, e-mail, cell phones, text messages, instant messages, chat rooms, and social media (e.g., Twitter™ or Facebook™). Cyber-bullying is prohibited and treated the same as all other types of bullying.

Bullying is deliberate/purposeful conduct, but intent/purpose may properly be inferred from the totality of the circumstances (e.g., where the behavior is persistent/repeated or where the responsible party reasonably should have been able to foresee the consequences of his/her actions and the manner in which his/her conduct would be likely to be perceived by the target(s) of the conduct).

Bullying can involve direct interaction between the aggressor-bully and the target(s), or it can be indirect (such as orchestrating others to engage in acts of bullying; facilitating bullying conduct by others; etc.).

Not all behaviors that (1) hurt another person’s feelings; (2) are a manifestation of an interpersonal conflict; or (3) are in some way unkind amount to acts of bullying. However, such negative behaviors are still a legitimate subject of concern and regulation within the school environment. Further, it shall be a goal of the District’s workplace and educational programs to help staff, students and others recognize and acknowledge that even one-time instances of, for example, name calling, negative teasing, put-downs, or excluding others (when inclusion was readily possible) are inappropriate and problematic for a number of reasons.

- B. Employee Responsibility: All employees are responsible for ensuring that harassment and bullying do not occur. The District intends to comply with both the letter and spirit of the law in making certain that harassment and bullying do not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of harassment or bullying or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures ([Board Policy #512](#)). All reports regarding employee harassment or bullying shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee harassment and bullying. Actions that are determined to be harassment or bullying shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of alleged harassment or bullying to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of alleged harassment or bullying may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to harassment or bullying complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.

This policy and its accompanying procedures shall be published annually and distributed to all staff. Training shall be conducted annually on this policy for all staff in the District.

SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

The District expects its employees to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents, and students. The District expects employees to comply with all applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

The District expects employees to comply with the standards of conduct set out in Board policies, this *Handbook*, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. Employees are expected to carry out the instructions and directives of supervisors and to refrain from insubordinate conduct toward a supervisor. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

The following delineation of employment practices is for informational purposes and is not intended to be an exhaustive list of all employment expectations that may be found in other applicable Board policies, work rules, job descriptions, terms of this *Handbook* and legal obligations.

3.02 Accident/Incident Reports

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted to the supervisor within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Handbook* on page 53.

3.03 Attendance

The District expects employees to make every effort to be present for work if the employee is fit for duty. Employees are expected to adhere to their assigned schedule. In order for the schools to operate effectively, employees are expected to perform all assigned duties and work all scheduled hours during each designated workday, unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as further specified in other parts of this *Handbook*. Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator.

Employees who are unable to report to work shall follow the applicable procedures for reporting his/her absence. Any time spent not working during an employee's scheduled day must be accounted for in Employee Access using the appropriate designated options. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

Employees who fail to provide adequate notice of tardiness using the notification procedures outlined above, and incur instances of unexcused tardiness as a result, will be subject to discipline up to and including discharge. "Tardiness" is defined as failing to report to work at the scheduled start time of an employee's shift or workday, including failing to report back to work on time after a scheduled lunch or break period, without having preapproval to report late from an immediate supervisor. Tardiness may also include any instances where an employee has punched in at the start of his or her scheduled shift or workday, but who is not prepared to actually begin working at that time. An employee who incurs 2 unexcused instances of tardiness without providing adequate notice to the district in any 120 day period may be terminated for excessive tardiness.

Employees who fail to provide adequate notice of absences using the notification procedures outlined above, and incur unexcused absences as a result, will be subject to discipline up to and including discharge. Absence is defined as failing to report to work for a scheduled shift or workday without having secured preapproved leave. An employee who incurs 2 or more unexcused absences without providing adequate notice to the district in any 120-day period may be terminated for excessive absenteeism.

The District reserves the right to waive enforcement of these rules in very limited circumstances as may be necessary to provide a reasonable accommodation for a qualified individual with a disability under the Americans with Disabilities Act.

***Special attendance provisions for employees who are volunteer fire fighters, emergency medical services practitioners, emergency medical responders, or ambulance drivers:**

In the following paragraphs, "emergency" is defined as "a fire, hazardous substance release, medical condition, or any other situation that poses a clear and immediate danger to life or health or a significant loss of property."

Notwithstanding the District's normal attendance and absence reporting requirements as identified above, the District will permit an employee who is a volunteer fire fighter, emergency medical services practitioner, emergency medical responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit

corporation to be late for or absent from work without pay if (a) the lateness or absence is due to the employee responding to an emergency that begins before the employee is required to report to work, and (b) the employee complies with the following requirements:

1. Within 30 days of becoming a member of volunteer fire department or fire company or becoming affiliated with an ambulance service provider, the employee must submit to the District a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider that notifies the District that the employee is a volunteer fire fighter, emergency medical services practitioner, emergency medical responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation.
2. When dispatched to an emergency, the employee must make every effort to notify the District that he/she may be late for or absent from work due to the employee's response to an emergency.
3. If an employee is late for or absent from work due to his/her response to an emergency, he/she must, upon request, provide a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider which certifies (a) that the employee was responding to an emergency during the time period that the employee was late for or absent from work and (b) the date and time of the response to the emergency.

If an employee is absent from work pursuant to these provisions, the employee may substitute accrued, paid leave time (e.g., sick/personal leave) to cover a period of absence due to the employee's response to an emergency.

3.04 Bulletin Boards

The Employer shall provide a bulletin board as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is consistent with District policy and applicable law. All distributed and posted materials shall always be professional in approach, shall not contain any derogatory comments about staff, parents, students or board members and shall not be in contravention of any District policy or law. The District Administrator will be provided a copy of all posted material at the time of the posting. The District Administrator and/or his/her designee shall be allowed to remove material from the bulletin board(s) at his/her discretion.

3.05 Child Abuse Reporting and Threats of School Violence Reporting

- A. Except as provided under Wisconsin Statute §48.981, sub. (2m), any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B. At all times, school employees shall make the report to county child protective services or law enforcement personnel as quickly as possible. Any delay is not in the best interests of the child and is not consistent with District policy.
- B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.
- C. District employees, including administrators, may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. School personnel are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel.

Threats of School Violence Reporting

- A. Any school employee who believes in good faith that there is a serious and imminent threat to the health or safety of any student, any school employee, or the public, based on a threat that has been made by an individual seen in the course of the employee's professional duties regarding violence in or targeted at a school, shall report the threat as required by state law and this handbook provision. In particular:

1. The facts and circumstance contributing to the belief that there is such a serious and imminent threat shall be reported immediately, by telephone or personally, directly to a law enforcement agency.
 2. The person making the report to law enforcement shall also immediately inform the Building Principal and/or District Administrator of the nature of the threat and circumstances. Such notice to a responsible administrator or supervisor in the District does not have to be given prior to contacting a law enforcement agency.
- B. The administration shall promptly evaluate and process known threats of school-related violence according to the District's school safety plan and under any other established procedures for responding to safety emergencies.
- C. The District shall not take any disciplinary action against a school employee, discriminate against an employee in regard to employment, or threaten an employee with any such treatment for making a report of threatened school violence in good faith under this handbook provision. School employees may be subject to District disciplinary action, as well as penalties under state law, for failure to report such threats.

3.06 Communications

District employees are expected to abide by the following rules when using information technology communication resources.

A. Electronic Communications:

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

B. User Responsibilities: Network/internet users (students and District employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the network/internet:

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.

4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
 5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.
 6. Employees will annually review the District's Acceptable Use Policy and have a signed form on file with the District.
- C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. The following definitions apply for purposes of this section on Electronic Communication with Students:

"Authorized Personnel" includes classroom teachers, counselors, principals, assistant principals, directors of instruction, coaches, athletic coordinators, athletic trainers, and any other employee designated in writing by the District Administrator or a building principal.

"Communicate" means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to District regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

"Electronic media" includes all forms of social media, such as, but not limited by enumeration to, the following: text messaging, instant messaging, electronic mail (email), web logs (blogs), electronic forums (chat rooms), video sharing websites (e.g., YouTube™), editorial comments posted on the Internet, and social network sites (e.g., Facebook™, Snapchat™, Twitter™, Instagram™, TikTok™), and all forms of telecommunication such as landlines, cell phones, and web-based applications.

- D. Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:
1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to virtual/distance learning, class work, homework, and tests).
 2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
 3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page ("professional page") for this purpose. The employee must enable administration and parents to access the employee's professional page.
 4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
 5. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.

6. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 - b. confidentiality of student records.
 - c. confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses.
 - d. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
 7. Upon receiving a complaint or written request from a parent, the administration may direct an employee to refrain from communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District's adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. <http://dpi.state.wi.us/lbstat/pdf/wi-rrssd.pdf>
- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. virtual/distance learning classes, surveillance videos, extracurricular activities, voicemail recordings.
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:
 1. Confidentiality of student records (Policy #347).
 2. Confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses ([Board Policy #526](#)).
 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law ([Board Policy #526](#)).
 4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
 5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 6. An employee may request an exception from the limitations in items one through three above by submitting a written request to his/her immediate supervisor or the individual required to maintain the confidentiality of said records.
- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website or app that purports to be an official/authorized website/app of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services

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

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

3.07 Confidentiality

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

3.08 Conflict of Interest

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

3.09 Contracts and Conflict of Interest

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

3.10 Copyright

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the LMC Director and referenced in [Board Policy #771.1](#).

3.11 Criminal Background Checks

Every applicant for a District position is required to file in writing, in advance of employment on forms provided by the District, a statement identifying whether the applicant:

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country;
- B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District's performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination.
- C. Has any pending criminal charges filed against him or her.
- D. Additionally, all persons applying for any position shall be required to:
 - 1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information; and
 - 2. Supply a fingerprint sample and submit to criminal history records checks as requested to be conducted by the District Administrator or designee.
- E. Employment may be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks. Knowingly falsifying information shall be sufficient grounds to withdraw an offer of employment or to terminate employment from the District.

3.12 Criminal Background Checks/Charges/Convictions for Active Employees - Obligation to Report Criminal Record

All District employees shall notify his/her immediate supervisor or administrator as soon as possible, but no more than three calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

- A. crimes involving school property or funds;
- B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- C. crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. a misdemeanor which involves moral turpitude [e.g. an act or behavior that gravely violates moral sentiments or accepted moral standards of the community]; or
- E. a misdemeanor which violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees.

An arrest or indictment shall not be an automatic basis for an adverse employment action. However, if the offense giving rise to the arrest or indictment is substantially related to the circumstances of the employee's job, and if the arrest or indictment relates to a pending criminal charge, the District may suspend the employee. Arrests or indictments for which criminal charges were dismissed shall not be the basis for adverse employment actions.

Conviction of a crime shall not be an automatic basis for an adverse employment action. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

- A. the nature and gravity of the offense or conduct;
- B. the time that has passed since the offense, conduct and/or completion of the sentence;
- C. the nature of the position to which the employee is assigned; and
- D. (for-non-felonious crimes only) the relationship between the offense and the position to which the employee is assigned.

Nothing herein shall prohibit the District from placing an employee on administrative leave based upon an arrest, indictment or conviction.

3.13 District Property

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Employees cannot take District property for personal use or gain. Theft, damage, destruction, or unauthorized removal of property belonging to the District or persons under the supervision of the District may result in discipline up to and including termination. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, for example, employee identification badges and the key fob for building entry. District equipment borrowed for short-term use should be returned the first workday after project completion.

3.14 Drug-, Alcohol-, and Tobacco-Free Workplace

A. Restrictions on Tobacco, Smoking,-Nicotine and Vaping Products

1. Tobacco and Nicotine Products: Employees shall not use tobacco and nicotine products except for nicotine products used as part of a smoking cessation program, as defined below, on District premises, in District vehicles, or in the presence of students at school or school-related activities. [Insert link to applicable local policy]. § 120.12(20), Wis. Stats. In addition, the District prohibits the use of vaping products regardless of whether such products contain tobacco or nicotine. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment.
2. Definitions: A "tobacco product" includes, for example, chewing tobacco, cigarettes, cigars, and snuff. A "nicotine product" means any product that contains nicotine and is not a tobacco product, a cigarette, or a product that has been approved by the U.S. Food and Drug Administration for sale as a smoking cessation product or for another medical purpose and is being marketed and sold solely for such an approved purchase (e.g., nicotine gum, nicotine skin patches). Nicotine products covered by this prohibition might include, for example, electronic cigarettes (e-cigarettes) with nicotine, nicotine vaporizers, and nicotine lollipops.

B. Drug-Free and Alcohol-Free Workplace

1. General Restrictions on Alcohol and Drugs: The District prohibits the following conduct by any person who is on District premises (i.e., property that is owned, leased, or controlled by the District); in a District vehicle; or participating in a District-sponsored activity:
 - a. The unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance (as defined under state or federal law, including all illegal drugs), a hazardous inhalant, or alcohol.
 - b. Being under the influence of a controlled substance (excluding the lawful and medically-appropriate use of medication), a hazardous inhalant, or alcohol in any manner that violates the law, violates a District policy, creates a disturbance, or jeopardizes safety.
 - c. The possession or distribution (including the purchase, sale, or transfer) of any substance that is represented as a controlled substance.
2. Additional Drug and Alcohol Restrictions Applicable to All Employees: District employees are subject to additional restrictions regarding alcohol and controlled substances. Specifically, except as otherwise required by law or specified in this policy, no District employee may possess, manufacture, distribute, dispense, use, or be under the influence of alcohol or a controlled substance, or use or be under the influence of a hazardous inhalant, when the employee is (1) on District-premises; (2) in any vehicle being used for District business; or (3) regardless of location, at any District-authorized activity, event, or function at a time when the employee is acting in the scope of his/her employment, responsible for District students, or otherwise acting as an agent of the District. For purposes of this provision, being under the influence of alcohol includes having a detectable alcohol concentration of 0.02 or higher.
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 spot during their 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.

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
 - Child
 - Sister
 - Brother
 - Grandparent
 - Grandchild
 - Aunt
 - Uncle
 - Niece
 - Nephew
 - First Cousin
 - Step-Parent
 - Step-Child
 - Parent-in-Law
 - Brother-in-Law
 - Sister-in-Law
 - Grandparent-in-Law
- 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.
 3. 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.

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 District 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 District 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.
- 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 three years hereafter, and (2) whenever otherwise required by law.
- C. Employee Reporting of Traffic Violations, Convictions, Accidents, and License Issues: Employees identified in Paragraph “A,” above, shall promptly notify their immediate supervisor or District Administrator 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 District Administrator.

- 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 at the current IRS rate for such business-related

travel. 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 the District Administrator 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: ****Employee Transportation of Students in Personal Vehicles is Strongly Discouraged****
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 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 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 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 for each personal vehicle that is used for that purpose.
- 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.
 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.

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.
- 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 statuses 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.

3.37 Student Code of Conduct and *Handbook*

The Student Code of Conduct and *Handbook* is available online at www.colby.k12.wi.us.

3.38 Teamwork

Providing a quality education for students and a quality work experience for employees involves teamwork among all employees in the District. Some important actions are:

- A. Getting to know co-workers and their capabilities.
- B. Helping to create a pleasant, caring and enjoyable work atmosphere.
- C. Making use of District technology to effectively communicate with all employees in the District.
- D. Making use of District technology in order to perform all job functions well.

Teamwork is demonstrated by showing respect, cooperation and leadership at all times. Serving as an effective team member is a key component in accomplishing the District's mission.

3.39 Wellness

- A. Educational Environment: District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The District encourages staff to use foods of a high nutritional value in fundraising activities and to create an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive should be kept to a minimum. Incentives shall be healthy food choices. The withholding of a meal as punishment is prohibited.
- B. Employee Wellness: The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees.

3.40 Employee (Whistleblower) Protection

- A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.
- B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

- C. **Anti-Retaliation:** An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

3.41 Work Made for Hire

"Materials" paid for by the District through the course of regular employment, assigned workload or additional assignment payment that are identified as services performed by the employee under the employee's contract or letter of assignment are owned by the District, except as the District may otherwise agree in writing. Such materials are considered to be "works made for hire" which are the sole property of the District (including all intellectual property rights thereto). Occasionally an employee has questions regarding the use of such materials to be included in books, shared on websites or included in other commercial materials. Such materials created by the employee during the course of employment may include lesson plans, staff development presentations or tests/test items. Any work prepared by an employee within the scope of the employee's employment is owned by the District unless the employee and the District have executed a separate agreement regarding ownership, use and distribution rights. As such, works made for hire should not be disseminated or retransmitted without the express written consent of the District. An employee with questions regarding ownership or copyrights on materials prepared within the scope of his/her employment should consult with his/her supervisor.

3.42 Workplace Safety

- A. **Adherence to Safety Rules:** All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:
1. Location of fire alarms;
 2. Location of fire extinguishers;
 3. Evacuation routes; and
 4. Whom to notify in case of fire
- Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.
- B. **Protection of Staff:** An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.
1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
 2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.
- C. **Notification of Safety and Health Standards:** Section § 101.055 of the Wisconsin statutes requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees

under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under the Part I, section 5 of this *Handbook* and [Board Policy #720](#) to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See WIS. STAT. § 101.055; Public Employee Safety and Health, available at <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

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

3.43 Violence in the Workplace

- A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.
- B. Definitions as Used Under this Section:
1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.
 2. Threat: A communicated intent to inflict physical or other harm on any person or property.
 3. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.
 4. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.
- C. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:
1. Assault or battery.
 2. Blatant or intentional disregard for the safety or well-being of others.
 3. Commission of a violent felony or misdemeanor.
 4. Dangerous or threatening horseplay or roughhousing.
 5. Direct threats or physical intimidation.
 6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
 7. Physical restraint, confinement.
 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.

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.

3.47 Residency

While the school board encourages all District employees to reside within the District in order to strengthen the ties between the school district and the communities it serves, school district applicants and employees are not required to live within the District.

3.48 Employee Use of Mobile Phone and/or Mobile Data Devices

The following paragraphs outline some of the District’s expectations for an employee’s use of a mobile phone and/or mobile data device. In addition to any other expectations not explicitly contained in this section, the District expects employees to comply with the District's policies, rules, and procedures with respect to creating, maintaining/retaining, and disclosing District records (including pupil records, electronic records, etc.), regardless of whether those records are created, maintained/retained, or disclosed on a district-issued mobile phone or data device or personal mobile phone or mobile data device.

Prior to using a District-issued or personal mobile phone or other mobile data device for a reason within the scope of an employee’s job duties or to conduct District business, the employee and the District Administrator or an administrative-level or supervisory-level designee shall discuss and make arrangements to address concerns with appropriate records management. Because of the challenges associated with both confidentiality and records management in these situations, arrangements involving the use of a personal mobile device for regular, non-emergency work-related purposes are strongly discouraged, except in connection with actual voice phone calls and/or accessing the official District email system through the device.

In all situations, employees are strongly discouraged from using a mobile phone or device to create, maintain/retain, or disclose pupil records and/or any other confidential information, especially with respect to text messages and other types of records that are not easily retained or that are not easily located or reproduced in response to a records request. An

employee who fails to comply with the District's records management requirements may be subject to discipline up to and including termination.

In the event the District determines that there is a non-compensatory business reason that is in the District's best interests, the District may issue a mobile phone and/or other mobile data device to a District employee or reimburse a District employee for approved use of a personal phone or other data device for District purposes. As to any such device:

A. Use of District-Issued Mobile Phone and/or Mobile Data Device

1. The device is owned by and remains subject to the District's monitoring, control policies and rules at all times; therefore, the device is not the personal property of the employee, and the employee shall have no expectation of privacy in his/her use of the device, except as otherwise required by law. The District retains the broadest allowable rights to take possession of the phone, monitor usage, and search the contents of any such device at its discretion.
2. The employee must adhere, at all times, to all aspects of the District policies, rules, and supervisory directives regarding appropriate use of District technology resources, including the District's security protocols for logging into and/or accessing the device;
3. As noted above, the employee must adhere, at all times to appropriate record-retention and confidentiality practices, especially with respect to pupil records. Due to the potential difficulties of locating and retaining records, employees are strongly encouraged to limit the use of text messaging for substantive work-related matters except in cases of emergency.
4. The device must be used primarily for District-related purposes.
5. Incidental personal use of the device is permitted provided that such use does not interfere with or detract from the employee's duties and provided that there are no additional costs to the District associated with such incidental personal use (e.g., long distance, out-of-network, per minute, or per message costs; exceeding data plan limits; etc.). In the event the District incurs any additional costs attributable to non-business use of the device, the employee shall reimburse the District for such costs. The employee shall have no expectation of privacy in his/her incidental personal use of the device, except as otherwise provided by law.
6. The employee must use reasonable care to avoid theft, loss, or damage to the District-provided device.
7. The employee is expected to return the mobile phone or mobile data device to the District Administrator or his/her designee (1) immediately upon request and (2) no later than the employee's last day of employment with the District, unless other arrangements have been made in advance with the District Administrator or his/her designee.

B. Use of Personal Phone or Other Data Device for District Purposes

In lieu of providing a District-owned mobile phone or other mobile data device to an employee, the District Administrator may approve reimbursement of certain costs for an employee's approved use of a personal phone or other data device for District purposes. Any such reimbursement must be arranged with the District Administrator or his/her designee in advance. In all such cases:

1. There shall be a substantial business justification for the reimbursement arrangement, other than a purpose of providing compensation to the employee;
2. The reimbursement amount must be reasonably calculated so as to be equal to or less than the lowest of the following amounts:
 - a. The reasonable cost of a plan that would be sufficient to meet the business-related needs for which reimbursement is being approved; or
 - b. The actual expenses the employee actually incurred in maintaining the device for the relevant time period; or
 - c. Except as otherwise directly approved by the School Board, an amount that does not exceed the equivalent of \$35 per month.
3. If an employee's use of the device has been approved for use and reimbursement, the employee shall provide the District Administrator or his/her designee with a copy of all invoices containing charges the employee believes is eligible for reimbursement within 30 days of the date contained on the invoice. For example, if an employee receives an invoice for charges incurred during the month of May, and the invoice is dated June 1, the employee must submit a copy of the invoice on or before July 1 to be eligible for reimbursement.

4. In any situation where a reimbursement arrangement is approved for the business use of a personal device for other than voice transmissions, the employee must adhere to appropriate records management and confidentiality practices, and the employee and the District Administrator or the District Administrator's designee shall discuss and make arrangements to address concerns with appropriate records management as noted above.
 5. The District is not responsible for the loss, theft, or damage to any personal mobile phone or mobile data device used for District business, and employees are encouraged to secure personal insurance for such phones or devices.
- C. Use of Any Mobile Phone and/or Mobile Data Device While Operating (1) a Motor Vehicle or (2) Mobile Equipment as Defined in Part I, Section 3.27 of this Handbook
1. Even if such actions are not already prohibited by applicable statutes or ordinances, District employees who are driving a vehicle or mobile equipment within the scope of their employment shall adhere to the following District rules and expectations:
 - a. **Unless** using a voice-operated, hands-free device/feature for which the driver uses their hands only for the purpose of initially activating or deactivating a function of the device, an employee-driver may **not**:
 - i. Compose, enter data for, or send any electronic text messages, electronic mail messages, or substantially equivalent electronic data communications (such as posts or messages within a communications application or web site) while driving.
 - ii. Except to report an emergency, use a cellular telephone or other mobile telephone **for any purpose** while **driving in** a location where persons engaged in work in a highway maintenance or construction area or in a utility work area are at risk from traffic.
 - b. An employee-driver may **not** read text messages, electronic mail messages, or substantially equivalent electronic data communications while driving in a manner that requires the employee to divert their visual attention to the device, subject to the following:
 - i. If a voice-operated, hands-free system is equipped to read such communications aloud to the driver (e.g., a text-to-voice capability), then such a feature may be used unless otherwise prohibited by law.
 - ii. Provided that the use does **not** result in inattentive driving and is otherwise lawful, this restriction does **not** apply to **receiving** information from any device that has a primary function of transmitting and receiving emergency alert messages and messages related to the operation of the vehicle, including the normal and intended receipt of information from a global positioning system or vehicle navigation system. However, any search, route, or destination data that needs to be entered into a navigation aid/system using means other than a voice command shall **not** be entered by an employee while the employee is driving.
 - c. Except to report an emergency to an emergency service provider, an employee-driver may **not** engage in any of the following activities using a hand-held mobile communications device while driving:
 - i. Place a voice call (including entering the number to be dialed or selecting a number or name from a contact list) in a manner that requires pressing more than a single button (whether the button is mechanical or virtual) on the mobile device.
 - ii. Conduct voice communication while using at least one hand to hold the device or any accessory connected to the device.
 - d. An employee-driver shall not, in a manner that would violate state law, operate or be in a position to directly observe any electronic device located within the vehicle that is activated and that is providing entertainment primarily by visual means (e.g., playing a video, browsing the Internet, engaging with a social or entertainment-focused application, etc.).
 2. **Application of Rules to the Use of District-Supplied Equipment:** If the District has supplied an employee with electronic equipment to use in connection with his/her employment, such as any District-supplied cellular phone, the employee may not use such District-supplied equipment while driving, at any time, to do any of the following: (1) compose, enter data for, send, or read any text message, electronic mail message, or substantially equivalent electronic data communications in a manner that would be a violation of this policy if the employee were driving within the scope of their employment; or (2) in a manner that would constitute a violation of an applicable law or ordinance of the jurisdiction in which the

employee is driving. The restrictions in this paragraph apply to any use of District-supplied equipment during any driving performed by the employee, **including when driving outside the scope of employment.**

3. **“Driving” Definition:** Except in any instance(s) where this section expressly limits a restriction to situations when the vehicle is in motion, the term “driving” within this section means exercising physical control over the speed and direction of a motor vehicle or mobile equipment while it is either in motion or temporarily stationary because of traffic, a traffic control device, or other momentary delay. “Driving” does not include operating a motor vehicle or mobile equipment with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

SECTION 4. MANAGEMENT RIGHTS

4.01 Delineation of Rights

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this *Handbook*/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited by enumeration to, the following rights:

- A. To direct all operations of the school system;
- B. To establish and require observance of reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees in positions within the school system;
- D. To suspend, discharge and take other disciplinary action against employees;
- E. To relieve employees from their duties because of lack of work or any other legitimate reason;
- F. To maintain efficiency of school system operations;
- G. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;
- H. To introduce new or improved methods or facilities;
- I. To select employees, establish quality standards and evaluate employee performance;
- J. To determine the methods, means and personnel by which school system operations are to be conducted;
- K. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- L. To determine the educational policies of the District; and
- M. To contract out for goods and services.

4.02 Sole Basis

This section does not describe any rights of the employee(s). Accordingly, the employee(s), may not base any charge of a *Handbook* violation under the District’s grievance process or any other forum solely on this section.

SECTION 5. GRIEVANCE PROCEDURE

5.01 Purpose

The purpose of this Section is to provide for the exclusive internal method for resolving grievances concerning discipline, termination and workplace safety. A determined effort shall be made to settle any grievance at the lowest possible level in the grievance procedure.

5.02 Definitions

A grievance is defined as a dispute or misunderstanding regarding the actions of School District officials with regard to only the following:

Employee Termination – Specifically excludes voluntary termination/quits, layoffs, retirement, non-renewals, job abandonment, and end of employment due to temporary employment and job transfers. ([Reference Part I, 1.02J](#))

Employee Discipline – Specifically excludes oral and written reprimands, performance improvement plans, notice of expectations, required counseling, transfers/reassignments, and paid administrative leaves. Would include unpaid suspensions, disciplinary demotion and other disciplinary action impacting pay/wage. ([Reference Part I, 1.02C](#))

Workplace safety – In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety ([Reference Part I, 3.42](#)). For purposes of that procedure, the following guidelines shall apply:

1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
2. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions.)
3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
4. The individual(s) filing the grievance must propose a specific remedy.
5. The issue and proposed remedy must be under the reasonable control of the District.

The non-renewal of an individual teacher contract issued pursuant to Section 118.21 and Section 118.24, Wis. Stats., are not subject to this procedure and are addressed solely under the timelines and procedures mandated by Section 118.22 and Section 118.24 of the Wisconsin Statutes, as applicable.

5.03 Time Limits

The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.

5.04 Grievance Procedure

Step 1: Prior to filing a written grievance, employees should discuss any problem or complaint with their Principal to see if the grievance can be resolved.

Step 2: If the grievance cannot be resolved at Step 1, the employee must file a written grievance with their Principal no later than ten (10) calendar days from the date the employee first became aware of the termination, discipline, or workplace safety condition causing the grievance. The Principal shall respond to the grievance in writing within seven (7) calendar days of receipt of the written grievance.

Step 3: If the grievance is not settled at Step 2, the employee must file a written request for a hearing before an impartial hearing officer. This request must be received by the Superintendent no later than fourteen (14) calendar days after the employee receives the Principal’s written response. The hearing on the issue addressed in the grievance shall be held at a mutually agreeable time.

Step 4: The Superintendent shall transmit the grievance and all responses to the Hearing Officer. As soon as is practicable thereafter, the Superintendent or designee shall schedule dates and secure a room for the hearing. All hearings shall be held in a public building. The Hearing Officer shall have the authority to administer oaths and issue subpoenas at the request of the parties and shall be responsible for the fair and orderly conduct of the hearing and the preservation of the record. Any party requesting a subpoena will be responsible for the fees associated with the subpoena. All testimony shall be taken under oath and shall be recorded by a court reporter under the supervision and control of the Hearing Officer. All cost associated with the court reporter and preparation of a transcript of the hearing shall be paid by the School District. The School District shall have the burden of proof to substantiate and justify the action taken against the employee by the preponderance of the evidence. The Hearing Officer may only overrule disciplinary action if the action taken by the School District was arbitrary and capricious. The Hearing Officer shall submit his or her decision affirming or reversing the action with the reasons therefore in writing to the Superintendent within thirty (30) calendar days of the

close of the hearing or the submission of the parties' briefs, if any, whichever is later. The Superintendent shall mail a copy of the Hearing Officer's decision to the last known address of each of the parties.

Step 5: Within fourteen (14) calendar days of the date the Hearing Officer's decision is mailed, either party may file with the Superintendent a written notice of appeal of the Hearing Officer's determination to the School Board. Any such appeal shall be on the written record, the preparation of which shall be the responsibility of the party seeking the appeal. The appealing party shall supply a copy of the written record to the other party without charge. The written record shall be filed with the Superintendent within twenty (20) calendar days of the notice of appeal. The School Board shall receive no further evidence on the matter but may request additional briefs of the parties on matters which were raised before the Hearing Examiner. The School Board shall have the right to secure outside counsel if necessary during the process.

Step 6: Within sixty (60) calendar days of the receipt of the written record, the School Board shall make and file its written decision with the Superintendent. The Superintendent shall within five (5) calendar days mail a copy of the decision to the last known address of the grievant. The Hearing Examiner's determination shall be affirmed if the School Board determines that credible evidence in the record and subsequent briefs support it. If the determination is not supported by a majority of the School Board, the Committee may reverse the determination or modify it to serve the best interest of the School District.

5.041 Hearing Officer

The School District may contract with a Hearing Officer to hear and determine appeals at Step 4. Any Hearing Officer so engaged shall not be a School District employee or entitled to any compensation or benefit other than those described herein:

A. **Hearing Officer List**

The Superintendent shall maintain a panel of at least five (5) individuals who have indicated a willingness to serve in such capacity and who are experienced in personnel matters or who are attorneys, or retired members of the judiciary.

B. **Compensation**

The Hearing Officer shall be compensated at the Hearing Officer's regular rate for the hearing and time spent composing the decision. Compensation for a Hearing Officer will be split evenly between the School District and the party appealing a disciplinary action.

5.042 Settlement of Grievance

A grievance shall be considered waived if not filed or appealed within the grievance timelines. A grievance shall be considered settled at the completion of any step in the procedure if all Parties concerned are mutually satisfied. All settlements shall be in writing and signed by the grievant and the Superintendent. Dissatisfaction is implied in recourse from one step to the next.

5.05 Grievances Filed by the District Administrator

In the event a grievance is filed by the District Administrator, it shall be initially filed with the Board President and Board Clerk according to the deadlines established within Step 1 of this grievance procedure, above, and the Board shall have the role and responsibilities of the District Administrator in Step 2 and elsewhere in the process. All other notices provided by the District Administrator acting as a grievant shall similarly be filed with the Board President and Board Clerk.

5.06 Grievant's Right to Representation

Any grievant may be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing.

5.07 Consolidation of Grievances

Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the Administration.

SECTION 6. PAY PERIODS

6.01 Annualized Payroll Cycle

A. School Year Employees:

1. Salaried Payroll: All school year employees covered under this provision shall have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the District-approved format.
 2. Hourly Payroll: For employees who are paid at an hourly rate, the payroll cycle shall be on a ten (10)-month basis and shall be placed on a twenty (20) payroll cycle.
- B. Calendar Year Employees: All employees scheduled to work the calendar year will be placed on a bi-weekly payroll cycle.

6.02 Payroll Dates

The payroll dates shall be bi-weekly on Friday. If a paid holiday falls on a Friday pay date, payroll deposits shall be issued on the preceding day. The first pay date of the school year for school year employees(salaried payroll) will be the last regular pay period in August.

6.03 Direct Deposit Payment Method

All employees shall participate in a direct payroll deposit plan. Direct deposit statements will be emailed to the employee's District email account on each pay day. Direct deposit changes may be made after giving thirty (30) calendar days notice in writing. Each non-exempt employee shall, with each electronic payroll deposit slip, receive information indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall, with each electronic payroll deposit slip, receive information on the employee's salary received. In addition to the above, each employee shall have access to electronic records indicating the number of accumulated leave days, and the number of vacation days to be taken and the number remaining.

6.04 Definitions for Payroll Purposes Only

- A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.
- B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.
- C. Pay Period: The pay periods are bi-weekly as defined in 6.04B.

6.05 Salary Deferrals –Tax Sheltered Annuities (TSA)

- A. The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle").
- B. The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or both of the following ways:
 1. Pre-tax dollars (salary reduction, also known as "regular" TSA contributions) or
 2. After tax dollars (also known as "Roth" TSA contributions).
- C. Employee will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District's plan document.
- D. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The District may ask for proof of vendor registration from the teacher to ensure a District-approved vendor has been chosen. If at any time there are no active employees contributing to a particular vendor, that vendor may be removed from the District-approved vendor list.
- E. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.
- F. If the vendor accepts electronic payments, the District will electronically transmit to the TSA vendor(s) the amount of the salary deferral elected by the employee if the vendor does not accept electronic payments, the District will make the payments by paper check. This new provision for transmitting to vendors will require the District to transmit the amount of salary deferral twice a month, if the vendor provides the District with an

invoice twice per month. The salary deferral will be transmitted on or about the date the money is deducted from the employee's paycheck, provided that the District receives the appropriate invoice from the vendor. In unforeseen circumstances, transmittals will be made no later than fifteen (15) business days following the end of the month in which the amount would have been paid to the participant.

- G. Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral (414(v)(2)(B)(i)), and the "catch up" provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.
- H. The salary reduction limits will be adjusted from time to time to conform to statutory limits.
- I. Catch-Up Contributions
 - 1. Documentation will only be required where the employee's total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.
 - 2. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee's TSA vendor within thirty (30) calendar days if requested by the District.
 - 3. The District agrees to provide the employee, upon written request, with timely information available from the District's records, which is necessary to enable the employee to make catch-up deferrals.
- J. General:
 - 1. The employee shall be permitted to change the TSA amount or vendor three (3) times per calendar year, unless otherwise permitted by the Finance Director or Superintendent, provided he/she provides the District with at least ten (10) business days notice prior to the second payroll date of the month. Stopping contributions does not constitute a change. Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the percentage or dollar amount of salary reduction withheld from compensation complies with the limits applicable to 403(b) TSA plan deferrals and does not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.
 - 2. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.
 - 3. New loans from the TSA plan are not permitted.
 - 4. Hardship withdrawals are permitted and IRS safe harbor standards with respect to estimating an immediate and heavy financial need [Treasury Section 401(k)-1(d)(3)(iii)(B) will be used]. Contact the vendor or plan administrator for further details if a hardship withdrawal is requested.
- K. Salary Reduction Agreement:
 - 1. Employees will be required to sign an agreement to authorize TSA deductions from salary. The current agreement is available from the Bookkeeper at the District Office. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable legal requirements. The District will provide the employee with reasonable notice concerning any such modification.
 - 2. The District will provide the employee with a dated and initialed copy of the authorized salary reduction agreement once the employer acknowledges receipt of the modified salary reduction agreement.
 - 3. A change in a beneficiary designation shall take effect when the election is accepted by the Vendor.
 - 4. By authorizing TSA deductions from his/her salary, the Employee acknowledges the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. Furthermore, the Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.
- L. Deferred Compensation: Employees may defer salary through the Wisconsin Deferred Compensation Plan (457). The plan limitations and salary deferral rights will be those permitted by the TSA unless the Deferred Compensation plan's rules are in conflict, in which case the Deferred Compensation rules shall apply.

SECTION 7. COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES

7.01 Mileage Reimbursement

The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District. Forms to be used to report mileage shall be available on the district website www.colby.k12.wi.us.

SECTION 8. WORKER'S COMPENSATION

8.01 Worker's Compensation Coverage and Reporting Responsibilities

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to the District Office prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall fill out an accident report form available on the district website www.colby.k12.wi.us.

8.02 Benefits While on Worker's Compensation

If any employee is injured while performing duties for the District, the District shall continue to provide worker's compensation insurance, and the employee will be compensated in the following manner:

- A. Up to and including the sixtieth (60th) day of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each work day the employee is absent from work while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive day of leave or as long as the employee has accumulated sick leave available, whichever occurs first.
- B. Day Sixty-One (61) and thereafter of Worker's Compensation Leave: The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

8.03 Injuries Not Covered by Worker's Compensation

Some types of injuries suffered while at work may not be covered by worker's compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:

- A. Injuries because of a self-inflicted wound
- B. Injuries sustained because of an employee's horseplay.
- C. Injuries sustained while an employee does an activity of a strictly private nature.

SECTION 9. SICK LEAVE

9.01 Sick Leave Earned

- A. Calendar Year Employees (260 Day): Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of twelve (12) days per contract year.
- B. Professional Exempt Employees (teachers): Each employee shall be credited with twelve (12) sick leave days per contract year.
- C. School Year Employees: Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of twelve (12) days per contract year.
 - 1. Employees working at least 220 days are considered 11 month employees.

2. Employees working at least 200 days are considered 10 month employees.
 3. Employees working less than 200 days are considered 9 month employees.
- D. Crediting of Sick Leave: Sick leave though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.
- E. Part-time Employees: Part-time employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

9.02 Sick Leave Use

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

9.03 Sick Leave Accumulation

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

9.04 Pay for Unused Sick Leave

- A. **Retirement**: Employees eligible (minimum of 5 years) 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 May 1 employees of the School District of Colby may designate that a contribution of from one to five sick days from any employee's personal sick leave account may be allocated to the District's Emergency Sick Leave Pool. By this donation, the employee relinquishes any and all subsequent claims to the sick days being designated to the District Emergency Sick Leave Pool and all employees will be eligible to access sick days from the Emergency Sick Leave Pool whenever they may qualify.

All employee contributors will sign a statement stipulating their voluntary contribution of one to five days to the Emergency Sick Leave Pool for the designated school year, and acknowledging that each day contributed is surrendered with full knowledge of the post-retirement benefit value and impact.

The days contributed to the pool will remain available for employees' emergency use and the pool of unused sick days available for emergency use by employees will be carried to the subsequent year. If, upon evaluation and recommendation of the Emergency Sick Leave Pool Review Committee, the number of sick leave days within the pool is deemed adequate for the school year, the Superintendent may declare a moratorium on contributions to the sick leave pool until such time as the unused sick days are depleted and a new contribution period is warranted.

The District's Administrative Assistant – Payroll maintains all employees' sick leave records and will also manage recordkeeping for the District's Emergency Sick Leave Pool. Annually by October 1, the Administrative Assistant-Payroll will report the number of accumulated days in the Emergency Sick Leave Pool to the District Bookkeeper.

If during the course of the school year, the Emergency Sick Leave Pool is depleted [no additional sick days are available for employees' emergency use], the Superintendent may declare a two-week period whereby employees who desire to contribute to the pool again may certify one to five additional days as a contribution to the Emergency Sick Leave Pool for the current school year.

When an employee is diagnosed with an illness or undergoes any accident, operation, or emergency circumstance for which sick leave would apply (excluding child rearing leave, unless other extenuating medical conditions are present) and for which the employee would be necessarily away from job tasks for ten days or more, the employee [or his designee] may make application for emergency sick days to the Superintendent who will forward this request to a meeting of the Emergency Sick Leave Pool Review Committee.

The person requesting days from the Emergency Sick Leave Pool must stipulate that all other leaves—personal leave, and sick leave—will have been exhausted by the date for which the emergency sick leave pool days are requested.

The committee will consist of three members, including one representative from the Colby Education Association appointed by the organization's president, one support staff member appointed by the superintendent, one principal appointed by the superintendent, and the school district bookkeeper, who will chair the review committee's deliberations.

The emergency sick leave pool review committee may allocate days from the emergency sick leave pool as requested by the employee until the employee qualifies for the district's long-term disability insurance.

The review committee will oversee all allocations of sick days from the emergency sick leave pool.

SECTION 10. JURY DUTY LEAVES

10.01 Jury Duty Leave

Subject to the provision on "Payment for Time Out on Jury Duty" (see below), a non-accumulative paid leave for as much time as is required will be provided to an employee to serve on a jury for which he or she is summoned by the court when such duty occurs during the employee's work hours. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days.

10.02 Employee Notice

An employee must notify his or her immediate supervisor as soon as notice of jury duty is received. Also, the employee is expected to contact his or her immediate supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty.

10.03 Payment for Time Out on Jury Duty

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

SECTION 11. BEREAVEMENT LEAVE

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

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

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

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

11.03 Additional Bereavement Leave

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

11.04 Bereavement Leave Increments

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

SECTION 12. PERSONAL LEAVE

12.01 Personal Days Provided

- A. Calendar Year Employees*: Employees shall be entitled to up to 2 days of personal leave each employment year. Such days shall be deducted from the employee's accumulated sick leave.
 - B. School Year Employees: Employees shall be entitled to up to 2 days of personal leave each employment year. Such days shall be deducted from the employee's accumulated sick leave.
- * Personal day benefit does not apply to employees covered under Part IV – Executive Support Staff.

12.02 Supplemental Personal Leave

An employee who has exceeded the maximum accumulation of sick days as defined in Part I, Section 9.03 and who is entitled to sick leave buy back (Part I, Section 9.04c) may request in writing to the District Administrator supplemental personal leave. If approved by the District Administrator, an employee may exchange four (4) unused sick days for one (1) personal day in lieu of the buyback option identified in Part I, Section 9.04c. Employees are required to use their current personal days prior to this request and these days may not be banked for future use. The intent of this provision is to provide additional flexibility to staff while not incurring an additional expense for the district.

12.03 Reasons for Personal Leave

Personal leave may be used for compelling personal obligations which cannot reasonably be conducted outside of the employee's workday. Hourly staff covered under Part III of the Handbook may utilize personal leave for days when school is cancelled.

12.04 Personal Leave Day Restrictions

The personal leave day will not be granted during the first or last week of a semester, on an open house day, on a parent-teacher conference day or on an in-service day. Personal leave during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee. In addition, personal leave shall not be used to attend Association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.

12.05 Approval of Personal Leave and the Total Number of Employees on Personal Leave

- A. The request to the Administrator shall be made as far in advance as possible, normally not less than five (5) days. Emergencies may delay the submitting of the request until the employee returns to work.
- B. The Administrator has the right to approve or disapprove all requests.
- C. No more than three (3) employees covered under Part II of the handbook and no more than two (2) employees covered under Part III of the handbook per building may take personal leave on any given day when school is in session, unless the District Administrator or his/her designee grants approval to exceed the five (5) total employee limit per building.

12.06 Part-time Employees

Part-time employees will receive personal leave on a pro-rated basis based upon the number of hours they are scheduled to work. The pro-rated amount shall be based on the assumption that a full-time employee works 2,080 hours per year.

12.07 Personal Leave Increments

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

SECTION 13. UNIFORMED SERVICES LEAVE

13.01 Uniformed Services Leave of Absence

The following paragraphs implement certain aspects of the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). While USERRA applies to most types of service within the "uniformed services," these

provisions are not intended to diminish any additional rights and benefits provided by other state and federal laws. Further, in limited situations where USERRA may not be applicable (e.g., for certain state-initiated call-ups of the National Guard that are for less than 14 days and not in response to a federally-declared national emergency or major disaster), other laws and/or District policies may apply and provide an employee different rights and benefits.

The “uniformed services” consist of the following [[38 U.S.C. 4303\(17\)](#)]:

- A. The United States Army, Navy, Marine Corps, Air Force, Space Force, and Coast Guard
- B. The Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Space Force Reserve (if applicable), and Coast Guard Reserve
- C. The Army National Guard and Air National Guard (when engaged in covered services)
- D. Intermittent personnel who are appointed into qualifying Federal Emergency Management Agency service or to train for such service (i.e., FEMA reservists)
- E. System members of the National Urban Search and Rescue Response System during a qualifying appointment for disaster relief and emergency assistance
- F. Commissioned Corps of the Public Health Service
- G. Commissioned Corps of the National Oceanic and Atmospheric Administration (NOAA)
- H. Any other category of persons designated by the President in time of war or emergency

Service performed in Civil Air Patrol and the Coast Guard Auxiliary are not protected by USERRA. If an employee notifies the District of a need for leave under these non-USERRA scenarios, the District will apply the relevant provisions of federal or state law (e.g., within Chapter 321 of the state statutes) or District policy. For example, section 321.66 of the state statutes provides some express rights and protections to member of the Civil Air Patrol.

13.02 Length of Service during Uniformed Services Leave

Employees shall continue to accrue length of service for wage/salary increments, if applicable, and all other purposes where length of service is a factor. The employee's absence shall not be construed as a break in service for any purpose.

Reemployment rights extend to persons who have been absent from a position of employment because of “service in the uniformed services.” “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:

- A. Active duty, active duty for training, initial active duty for training, and inactive duty training.
- B. Full-time National Guard duty.
- C. State active duty as a member of the National Guard of a State for a period of 14 days or more.
- D. State active duty as a member of the National Guard of a State, regardless of length, in response to a national emergency or major disaster declared by the U.S. President.
- E. Absence from work for the purpose of an examination to determine the fitness of the person to perform covered duty/service.
- F. Absence from work as a member of the National Urban Search and Rescue Response System due to an appointment into qualifying Federal service.
- G. Absence from work due to an appointment into qualifying service in the Federal Emergency Management Agency as intermittent personnel.
- H. Absence from work by an individual in the National Guard or in one of the reserve components of the Armed Forces who has been authorized/ordered to perform funeral honors.

13.03 Notice of Uniformed Services Leave

With limited exceptions, the employee, or an appropriate officer of the uniformed service in which his or her service is to be performed, must notify the district that the employee intends to leave the employment position to perform service in the uniformed services. The notice may be given either verbally or in writing and shall be submitted to the District Administrator or his/her designee.

The employee is required to give the notice of service in advance unless giving such notice is (1) prevented by military necessity, or (2) otherwise impossible or unreasonable under the circumstances. An employee is expected to provide the notice as far in advance as is reasonable under the circumstances. When it is feasible to give 30-days’ advance notice

prior to leaving employment, the district will consider at least 30-days' notice to be reasonable. Whenever possible, the request should be accompanied by a copy of the employee's military orders.

13.04 Returning to Work after a Uniformed Services Leave

Eligible employees returning from uniformed services leave will be promptly reemployed to an appropriate position, as required and determined by applicable law.

To be eligible for reemployment in this section, all of the following requirements typically apply:

- A. The employer received advanced notice of the leave as required by section 13.03 of this handbook and by applicable federal law;
- B. Subject to limited exceptions specified in federal law, the employee has no more than five years of cumulative uniformed service away from the district;
- C. The employee must not have received a disqualifying discharge or other-than-honorable separation from service. If requested by the district in connection with a period of service exceeding 30 days, the employee must provide the district with documentation that establishes the employee's entitlement to reemployment (provided such documentation is readily available); and
- D. The employee must return to work or apply for reemployment:
 1. For leaves of 1 to 30 days, return to work no later than the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest period.
 2. For leaves of 31 to 180 days, the employee must apply for reemployment (written or verbal) with the district no later than 14 days after the completion of service. If it is impossible or unreasonable for the employee to apply within 14 days through no fault of his or her own, he or she must submit the application no later than the next full calendar day after it becomes possible to do so.
 3. For leaves of more than 180 days, the employee must apply for reemployment (written or verbal) no later than 90 days after completion of service.
 4. The reporting or application deadlines are extended for up to two years for employees who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.

13.05 Wages/Salary During Uniformed Services Leave

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

- A. As part of maintaining an employee's rights and benefits while he or she is performing covered military service, if the District offers a form of paid leave that the District determines, under USERRA standards, is comparable to the period of uniformed services leave that is being taken, then the District must treat the uniformed services leave no less favorably than the most favorable form of comparable paid leave that might be applied. Key criteria for determining whether another form of leave is comparable for purposes of USERRA include the duration of the leave (including the frequency), the purpose of the leave, and the ability (or non-ability) of the employee to choose whether and/or when to take the leave (i.e., who controls the leave). See 20 C.F.R. §§1002.150(b) and 1002.153.
- B. If any or all of the leave must be treated as paid leave under any applicable state or federal law, other than USERRA, then the employee shall receive wages or salary in an amount determined under such law(s) for the applicable portion of the leave. See, e.g., [29 C.F.R. §541.602\(b\)\(3\)](#) (restricting partial-week pay deductions for military leave employees who are classified as exempt under the Fair Labor Standards Act (FLSA) and whose exempt status depends on the application of the FLSA's "salary basis" test).
- C. Leave shall be paid, or paid in part, to the extent the District Administrator or his/her administrative-level designee otherwise determines that treating any portion of an employee's uniformed services leave as paid leave is required to avoid unlawful discrimination against the employee under USERRA.

13.06 Benefits during Uniformed Services Leave

- A. Health Benefits: Employees with coverage under the district health benefit plan on a uniformed service leave of absence of 30 days or less will continue to receive health benefits with the employee contributing no more than he or she would have paid if still employed. For leaves exceeding 30 days, employees with coverage under the district health benefit plan may elect to continue coverage for up to 24 months. Employees electing to continue coverage will be required to pay 102% of the cost of the health benefit plan. Employees returning from leave who did not continue their health benefits or who took leave for more than 24 months will be reinstated in the health benefit plan upon reemployment, generally without any waiting periods or exclusions except for any service-related illnesses or injuries.
- B. Wisconsin Retirement System: Employees may receive service credit and Wisconsin Retirement System (WRS) contributions related to uniformed services leave when an employee leaves a WRS-covered position with the district for active military duty and returns to the district within a specific time frame specified in section 13.04 of this handbook.
 - 1. Upon reemployment, the employee is responsible for paying any missed WRS Employee-Required Contributions (EERC). The employee has the choice to make all, some, or none of the make-up EERC related to the military leave. The district will submit WRS Employer-Required Contributions (ERRC) to match the EERC the employee chooses to make. The district will also fund any additional obligations, including interest that would have accrued on the ERRC and EERC, once those contributions are remitted. USERRA allows for make-up EERC to the WRS to be made beginning with the date of reemployment and ending on the earlier of three times the period of military service or five years, provided the employee continues to be employed by the district. The required WRS contributions are based on the earnings the employee would have made had the employee not been absent from work to fulfill obligations in the uniformed services.
- C. Other Benefits During Leave: With respect to any other benefits, the District acknowledges that, to the extent required under USERRA, an employee who is on leave and engaged in covered uniformed service is entitled to such other rights and benefits not determined by seniority as the District generally provides to other employees having similar seniority, status, and pay who are on a leave of absence or furlough under a contract, agreement, policy, practice, or plan in effect at the commencement of such uniformed service or as may be established while such person performs such service. If such non-seniority benefits to which employees on furlough or leave of absence are entitled vary according to the type of leave, an employee who engaged in uniformed service covered by USERRA must be given the most favorable treatment accorded to any comparable form of leave that is applicable. See 38 U.S.C. §§4303(2) and 4316(b)(1); 20 C.F.R. §1002.150(b).

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. 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.
- 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, 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 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, 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 REGULAR 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 and dental expenses not covered by the insurance plan (IRC § 105) to the maximum amount of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year and,
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code. Annually an employee may designate, under the flexible reimbursement plan/cafeteria plan, up to the maximum amount of eligible dependent care expenses per plan year.

Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administrating agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§ 105, § 106, § 125 and § 129).

15.02 Health/Dental Insurance

The Board of education shall provide health insurance and may provide dental insurance to eligible employees. The District shall establish an annual budget for health and dental insurance for employees. The District's Health Insurance Committee shall negotiate rates, premiums and plan specifics with vendors and annually present this information to the Board. The Board will make the final decision and approval of the insurance plans. Plan specifics are available in [Appendix Part I – 15.02](#).

A. Eligibility.

1. **Minimum Hours for Any Board Contribution:** An employee hired prior to July 1, 2015, whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's insurance. For purposes of employees' eligibility for health insurance, full-time equivalency is defined as 35 hours per week during the school year. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
 - 1a. **Minimum Hours for Any Board Contribution:** Employees hired after July 1, 2015, whose individual contract has an assignment of at least 30 hours per week is eligible to participate in the District's insurance. For purposes of employees' eligibility for health insurance, full-time equivalency is defined as 37.5 hours per week during the school year.
 - 1b. Employees hired after July 1, 2015, whose assignments are less than 30 hours per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
 2. **Pro-ration of District Contributions:** An employee hired prior to July 1, 2015, whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
 3. **Both Spouses Employed by the District:** If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - a. Coverage under one family plan; or
 - b. Two single plans; or
 - c. HEALTH ONLY - One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier]; or
 - d. HEALTH ONLY - One single plan and one cash-in-lieu benefit
- 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 by August 1 and commit to this change to be effective the following September 1. In order to access the ABP benefit the employee must also provide reasonable evidence of (1) the employee declining to enroll in the employer-sponsored coverage and (2) the employee providing reasonable evidence that the employee and all other individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end in or with the employer's plan year to which the opt-out arrangement applies (employee's expected tax family) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through the Marketplace) during the period of coverage to which the opt-out arrangement applies.
- 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
 - 2. A cash payment equal to the amount listed in the applicable part of the *Handbook* covering such employees.
- F. Cash Compensation: The cash contribution dollar amount shall be equal to:

ABP Annual Amount
\$3,750.00

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year. Part-time employees who are employed at fifty percent (50%) or more of a full-time contract who select the cash compensation shall receive a pro-rated amount of the District's contribution based upon the part-time employee's percentage of full-time employment.

- G. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state and federal taxes deducted from the employee's payroll check.
- H. Where the employee chooses cash, the District shall facilitate the deferral of cash to a district approved tax-sheltered annuity (TSA) plan.
 - 1. An employee electing taxable cash in lieu of health insurance is deemed to request the District to pay the cash to a TSA vendor unless the employee requests in writing to have the cash paid to the employee.
 - 2. The District shall pay the cash to the TSA vendor on or about the normal payroll dates cash would have been paid. Amounts received as additional compensation, and deferred to a TSA vendor, shall be subject to all applicable payroll taxes, including FICA and Medicare.

Any employee whose TSA salary reduction amount exceeds the limitations of law is ineligible for additional deferrals to the TSA. The amount, which would have been contributed to the TSA except for the limitations of law, will be added to the employee's paycheck as taxable compensation subject to all applicable payroll taxes, including FICA and Medicare.

- I. **Beginning Eligibility Date for Alternative Benefit Plan Payments:**
 1. **New Employees.** Payments shall be based on the employee's eligibility date. For new employees, this constitutes the employee's first day of active service. Employees not electing health coverage must enroll in the cafeteria plan prior to the employee's first day of active service. Thereafter, an annual election must be made prior to the beginning of each cafeteria plan benefit year (January 1) However, the District will use the same rule for contributions as for health insurance payments; if the employee's first date of active service is after the 15th of the month, no ABP contributions is required in that month. If the employee's first date of active service is on the 1st through the 15th of the month, the District will contribute the payment.
 2. **Current Employees.** Current employees changing to the ABP when permitted by applicable Internal Revenue Code section 125 "cafeteria plan" rules are only eligible to waive coverage for the health insurance and begin the ABP on the first payroll of any month. Absent a mid-year (January through December) cafeteria section 125 exception [such as an employee getting married, loss of spouse coverage, etc.], employees must make a written annual cafeteria plan election prior to each January 1 to permit the election of the cash option in the next cafeteria plan year. Once the employee is eligible to begin ABP status, contributions will begin in that month.

15.04 Liability Insurance

The School Board shall carry liability insurance which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy. Employees may inspect the District's liability insurance policy upon request.

15.05 Long-Term Disability

The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

- A. **Eligibility:**
 1. **Minimum Hours for Any Board Contribution:** An employee whose individual contract has an assignment of at least 30 hours per week is eligible to participate in the District's long-term disability insurance. 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 to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 30 hours per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution. Individuals hired prior to September 21, 2015 are grandfathered at 17.5 hours for eligibility.
- B. **Commencement and Termination of Benefits.** Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The long-term disability 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. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30, his/her long-term disability insurance benefits shall terminate June 30th.
- C. **Premium Contributions:** The District shall pay 100% for long-term disability insurance. The benefits will be equal to 90% of the employee's monthly wages. Coverage shall begin after 60 consecutive calendar day of disability and continue until the employee is eligible to work or for 24 months or until employee reaches age 65.

15.06 COBRA Law Continuation of District Health Plan Participation

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District's health, dental and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.

- A. **Qualifying Events:** An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District -sponsored coverage is lost due to the occurrence of any of the following qualifying events:
1. Voluntary or involuntary termination of employment for any reason other than "gross misconduct."
 2. Death of the covered employee;
 3. Divorce or legal separation from the covered employee;
 4. Loss of "dependent child" status;
 5. Eligibility for Medicare entitlement;
 6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.
- B. **Period of COBRA Continuation:** In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.
- C. **COBRA Extension** [Second qualifying events]: A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:
1. The employee's death;
 2. Divorce or legal separation;
 3. The covered employee becomes eligible for Medicare;
 4. A child loses his or her "dependent child" status.
- *Note:* The second event can be a second *qualifying* event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.
- D. **Premium Cost & Payment:** The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.
- E. **Termination of Coverage:** Employee continuation coverage may be terminated automatically if:
1. The employee fails to make a monthly premium payment to the District on time;
 2. The employee obtains similar coverage through a different employer;
 3. The employee becomes eligible for Medicare and convert to an individual policy;
 4. The District terminates its health plan;
 5. The employee's guaranteed continuation period expires.

The employee or a qualified beneficiary have the responsibility to inform the District of a divorce, legal separation, or a child losing dependent status under the group health plan within sixty (60) days of the qualifying event. The District will then notify any other covered dependents that are affected by the event of their right to elect COBRA coverage.

COBRA participants must also notify the District if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.

- F. **Disability Extension** - If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and his or her family's qualified beneficiaries may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11)-month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from his or

her family is disabled and within the first eighteen (18) months of COBRA continuation coverage. (The cost of COBRA coverage will increase from 100% to 150% of total premium during this additional eleven (11)-month extension period.).


SECTION 16. WORK STOPPAGE

Employees of the District shall not engage in, condone, assist or support any strike, slowdown, or sanction, or withhold in full or in part any services to the District. In the event of a violation of this Section, the District may take whatever disciplinary action it deems appropriate up to and including discharge.

SECTION 17. CONFORMITY TO LAW

If any provision of this *Handbook*, or addendum thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any sections, or addendum thereto, should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby.

**PART II –
PROFESSIONAL/EXEMPT
NON-SUPERVISORY SALARIED
EMPLOYEES (TEACHERS)**

A decorative graphic element consisting of several overlapping, curved green shapes that form a stylized, abstract shape resembling a large 'X' or a series of intersecting paths. The shapes are in various shades of green and have a slight gradient and shadow effect.

Professional/Exempt Non-Supervisory Employees (Salaried)

Letter of Appointment

School District of Colby
Colby, WI

It is hereby agreed, by and between the Board of Education of the School District of Colby, Wisconsin, hereinafter referred to as the "Board", and "**EMPLOYEE NAME**", a teacher legally qualified to practice in the State of Wisconsin, hereinafter referred to as the "Teacher".

1. That said Teacher shall teach in the School District of Colby for 188 contract days during the "**2011-12**" school year for the sum of "**\$\$\$\$\$**", subject to the deductions required by law, payable in bi-weekly installments beginning with the pay period ending "date", providing that any pay will be withheld until all reports required by the Board, Superintendent of Schools, and other administrative personnel have been properly made and delivered when required.
2. That said Teacher possesses proper certification to teach from the State Department of Public Instruction and said certificate or license shall be recorded in the office of the Superintendent of Schools.
3. That said Teacher shall teach in such school building or buildings, and such classes, and at such times as the Board shall direct, beginning on or about "**DATE OF START OF SCHOOL**".
4. It is further agreed, that said Teacher, shall be entitled to benefits and leave as identified in the Employee Handbook.
5. It is further agreed, that said Teacher, when first employed and thereafter according to Board Policy, is required to submit a report of medical examination on forms furnished by the Board. This examination is to be paid for by the District and is to include those medical provisions as required by state law.
6. That said Teacher enters this contract subject to the laws of the State of Wisconsin and the rules and regulations of the pertinent State agencies, and subject to all the rules and regulations of the Board now in force or such as may hereafter be adopted, including the directions of the Superintendent of Schools and Principal of the building in which the Teacher is rendering his or her service, and said Teacher agrees to abide by the same.
7. That said Teacher enters into this contract with the full purpose and intent of teaching whatever classes may be assigned, including services as class advisor, hall duty, playground duty and any special duty in training or disciplining students which may be necessary for the welfare of the school, and said Teacher agrees to faithfully perform such duties.
8. It is further agreed, that in the event of destruction by fire or other means beyond the control of the parties hereto, of the school building in which the Teacher shall be employed, or in the event of the permanent inability of the Teacher to perform the service herein specified, this contract shall be deemed terminated on that day, and the Teacher shall be paid and receive, in full settlement of all claims hereunder, the proportionate part of the contract salary earned, plus accrued sick pay if applicable, provided that nothing shall be construed to require payment to be made for temporary loss of time by the Teacher, except holidays, provided by the statutes, or by the rules or order of the Board of Education.
9. It is further agreed, if this contract is breached during the term hereof, liquidated damages will be assessed to the offending party in the amount of \$1,000. If the contract is breached prior to the start of the school year the following amounts will be assessed: \$500 if notice is effective on or after July 1; \$750 if notice is effective on or after August 1 following the signing of the contract. Necessary attorney fees and court costs will also be borne by the offending party except that the Board may waive such forfeiture at its discretion.
10. This contract is subject to amendment by a subsequent collective bargaining agreement or board approved handbook procedures.

Please sign and return one copy of this contract by "**RETURN DATE**".

Dated this th day of "**DATE**".

By _____, Clerk
Board of Education, School District of Colby

I, the undersigned Teacher, represent to the School Board that I am not now under a contract of employment with another school district for any period covered by this contract. I hereby accept the provisions as set forth in this contract.

"**EMPLOYEE NAME**"

Date

Address

Extended Hours / Summer School / Community Education
Letter of Appointment
School District of Colby
Colby, WI

It is hereby agreed between the Board of Education of the School District of Colby, party of the first part, and **“EMPLOYEE NAME”**, party of the second part that said party of the second part shall perform the duties of **“POSITION”**, for **“NUMBER OF HOURS”** for the Summer of **“YEAR”** as the Board shall direct the sum of **“\$\$\$”** per hour, providing that any pay will be withheld until all duties required by the Board of Education, Superintendent of Schools, and other administrative personnel have been properly fulfilled as required.

It is Further Agreed by the party of the second part, that this contract is made subject to all the rules and regulations of said Board of Education now in force and such as may hereafter be adopted, including the directions of the Superintendent of Schools and other administrative personnel.

It is Further Agreed by the party of the second part, that wages shall begin at the time he or she reports for duty. The wages or salary shall be paid bi-weekly on such calendar dates as set by the Board of Education.

Please sign and return one copy of this contract by **“RETURN DATE”**.

Dated this th day of **“DATE”**.

By _____, Clerk
Board of Education, School District of Colby

“EMPLOYEE NAME”

Date

Address

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Nonrenewal for Teachers

- A. Probationary Employee: A probationary teacher may be non-renewed during their probationary period for any reason, and such nonrenewal will not be subject to the grievance provisions of this *Handbook* or in Part I, Section 5 unless such non-renewal is due to the employee's failure to meet the District's performance expectations. All other nonrenewals shall be exclusively subject to the provisions of section 118.22, Wis. Stats.
- B. Non-Probationary Employee: After completing the probationary period, the following procedure for nonrenewal applies:
 - 1. A non-probationary teacher who has not been placed on a plan of assistance under the District's evaluation procedures for all or part of three (3) consecutive semesters may only be non-renewed for just cause.
 - 2. A non-probationary teacher who has been placed on a plan of assistance under the District's evaluation procedures for all or part of three (3) or more consecutive semesters may be non-renewed for reasons that are not arbitrary or capricious.
- C. All teachers new to the District who possess a Tier I or Tier II license under Chapter PI 34 of the Wisconsin Administrative Code at the time of hire shall serve a three (3) year probationary period.

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."

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 overtime or flexible professional hours.

2.07 Emergency School Closures

In the event the District is closed or an individual building(s) is closed, full or partial day closures may be made up at the discretion of the District. The District will, at a minimum make up all hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements of the State of Wisconsin. Teachers shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

2.08 School Calendar

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

SECTION 3. PROFESSIONAL GROWTH

3.01 Requirement to Remain Current

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

3.02 Provisions for Graduate Study

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

- A. Courses must be considered of graduate difficulty unless taken to fill a definite need in the school curriculum as determined by the Board or its designee.
- B. Credits for courses and request for professional growth compensation must be approved by June 15th by the Board or its designee to be eligible for the following academic (fiscal) year (Appendix Part II – 3.02).
- C. A grade of "B" or better must be achieved or a grade acceptable for credit at the institution at which the teacher is studying must be achieved.
- D. Teachers completing six (6) graduate level credits approved by their building Principal and Superintendent shall be compensated \$1,250.00 annually upon completion.
- E. Teachers who have successfully completed three (3) consecutive years Professional Practice Goals (PPG's) as approved and documented by their supervisor shall be compensated \$1,000.00 annually FOLLOWING a Summative year.
- F. Teachers shall submit to the District Office a transcript of credit or PPG recognition request (that has been pre-approved by their immediate supervisor/principal and the superintendent) by January 31st to request professional growth compensation for the following fiscal year.
- G. Professional Growth compensation is paid in a lump sum in the initial year and added to salary in subsequent years.

SECTION 4. TEACHER SUPERVISION AND EVALUATION

4.01 General Provisions

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

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

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 observation and conference as noted were held and that the opportunity was available for attaching written clarification/objections at the time of signing."

 The response must be initialed by the evaluator. The preceding process and documentation may be accomplished through an electronic process.
- C. Copy of Evaluation Procedures: A copy of the evaluation forms are available upon request.
- D. Initial Educator Professional Development Plan: The individual teacher who holds an Initial Educator License is responsible for developing a Professional Development Plan (PDP). The PDP must demonstrate increased proficiency and professional development based on the Wisconsin Educator Standards. The Initial Educator is also responsible for initiating an annual review of the PDP by the Initial Educator’s Review Team (IERT) that is convened by the Initial Educator.
 - 1. Mentor for Initial Educator and a teacher new to the District (who holds a current Wisconsin teaching license)
 - a. An initial educator will be provided a qualified mentor by the District. Any continuing teacher interested in being considered for serving as a mentor must submit a letter indicating interest by April 1 of each year. When mentors are

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. 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.
- d. A teacher new to the District, but not an initial educator, may also be provided a qualified mentor by the District.
- e. 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.
- f. 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.
- g. 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.

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 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:
 - 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.
- D. Process for Resignation and Submission of Liquidated Damages
 - 1. The teacher must submit his or her resignation and amount of liquidated damages in accordance with the preceding provisions.
 - 2. The Board, at its discretion, may thereafter accept the teacher's resignation and liquidated damages and release him or her from the teaching contract.
 - 3. The Board retains the right to refrain from releasing the teacher from his/her contract until a suitable replacement has been hired.

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 to the District is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the said teacher.

5.03 Teacher Absence and Substitutes

When a regular teacher is to be absent from school and a substitute is needed, it is the responsibility of the teacher to call the designated substitute service. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 a.m. This will help to provide time for obtaining a substitute teacher.

5.04 Overload Assignments

Teachers assigned a teaching load that provides no preparation time during the student day shall be compensated according to the pay schedule [Appendix Part I](#).

5.05 Extended Contracts

Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Teachers shall be compensated for said days at their individual contracted per diem rates of pay for each of the extended contract days. Days may be scheduled in full or partial day increments.

5.06 Job Sharing

- A. Definition: Job sharing is defined as a voluntary program to provide the opportunity for two or more employees to share a position which will be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works. Job sharing may be allowed for reasons such as child rearing, health (member or member's family), continuing education, semi-retirement, transition to other employment, or any other reason deemed appropriate.
- B. Approval: Job sharing must be jointly approved by the District and the teachers who wish to participate.
- C. Eligibility: In order to be eligible to participate in the job sharing program, applicants must:
 - 1. Agree to sign a one-year contract for the shared position.
 - 2. Agree to return to full-time status, or to be non-renewed, at the option of the District, in the event the shared position is eliminated or if one of the participants in the shared job is unable to continue in the shared assignment.
 - 3. Be certified to teach those subjects/grade levels involved in the shared job.
- D. Assignment: Shared job holders shall be assigned specific job responsibilities at the time the job sharing contract is signed. The list of job responsibilities shall be appended to the individual contract and shall minimally include, but not be limited to:

1. A description of the job to be shared and the percent of full-time for which the contract is let, as well as the above provisions controlling salary, benefits, seniority, unemployment, etc.
 2. Allocation of preparation time and planning responsibilities between the job sharers.
 3. Grade reporting requirements (if different than normal).
 4. Faculty meeting and parent conference responsibilities.
 5. Extra-duty assignments and compensation.
 6. Any other unusual or unique working conditions which may be applicable.
- E. Insurance Benefits
1. The District shall pay insurance premiums for each job sharer in an amount prorated in accordance to their full-time equivalency subject to the eligibility rules of the insurance carrier. The total provided shall not exceed an amount equal to the benefits for one full-time employee.
 2. Job sharers may retain full fringe benefits purchased by payroll deduction of the difference between the District's prorated share of the premium and the full amount of the premium.

SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS

6.01 Reasons for Reduction in Force

In the event the Board determines to reduce the number of positions or the number of hours in any position, the provisions set forth in this section shall apply.

6.02 Notice of Reduction

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal and the right to a private conference under § 118.22, Wis. Stats.

6.03 Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction in force in accordance with the following steps:

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing a reduction in staff.
- B. Step Two - Volunteers: Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section must put his/her request in writing. Volunteers will be considered for non-renewal first. The District will provide the volunteer(s) with a nonrenewal notice if selected. Volunteers will be accepted by the District only if, in the District's opinion, the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District-directed nonrenewal under this section of the *Handbook*.
- C. Step Three - Selection For Reduction: The District shall select the employee in the affected grade level, department/certification area for nonrenewal.
 1. Grade Levels/ Departments/certification area for the purpose of this section shall be defined as:
 - a. Elementary (K-5) - Teachers from all buildings will be considered, not just the building in which the nonrenewal is necessary.
 - b. Middle and High School (6-12) - Teachers will be considered for nonrenewal from with the department (see definition c. below) in which the nonrenewal is

- deemed necessary. All teachers who teach two or more periods within that department will be considered for nonrenewal.
- c. Departments: The term "department" shall mean the subject area in which the teacher taught during the current school year. Examples of departments are math, English, history, science, etc. By enumeration no restriction is placed on the number or types of departments. The number and type of departments is at the discretion of the Board.
2. The District shall utilize the following criteria in order of application for determining the employee for nonrenewal:
 - a. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
 - b. Qualifications as Established by the Board: Including, but not limited to specific skills, certification [if applicable], training, District evaluations, etc.
 - c. Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences may include but not be limited to current and past assignment and practical experience in the area of need.
 - d. Performance of the Employees Considered for Nonrenewal: Performance of the employees under consideration as previously and currently evaluated. Greater weight may be given to more recent evaluations.
 - e. Length of Service of the Employee.
 - 1). Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
 - 2). Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
 - 3). Length of Service List: The District will annually produce a length of service list by September 30th. Employees will raise any objections to the proposed length of service list by December 1st.

6.04 Reduction in Hours Resulting in Nonrenewal

Employees who are non-renewed and such nonrenewal results in a reduction in hours shall not lose any benefits they have accrued. Benefits are defined as length of service and sick leave earned as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*.

6.05 Reemployment Process

The reemployment process is solely available to employees non-renewed underneath this section. It does not apply to employees non-renewed based upon performance as set forth in [Part II, Section 1](#).

- A. Reemployment Period: Employees non-renewed under this section shall retain the reemployment options set forth herein for a period of twenty-four (24) months after the employee's last day of work with the District.
- B. Reemployment Obligations – Employee: All employees non-renewed under this section shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employee failure to maintain current contact information at the District office voids this section. Employees on the reemployment list may apply for the vacant position according to the terms of this *Handbook*. The District will post vacancies in accordance with the terms of this *Handbook*.

6.06 Termination of Reemployment Opportunities

Reemployment opportunities shall end should an employee refuse reemployment to a position under Part II of this *Handbook*, except as provided below. Casual or substitute work with the District during the reemployment period shall not extend the reemployment period. Employees on the reemployment list may refuse reemployment to positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of the ability to apply to the next available position for which the employee is qualified. Employees on reemployment list shall not lose the ability to apply for an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.

6.07 Insurance Benefits Following Nonrenewal

Please see Part I, Section 15, COBRA, subsection 15.11 for a full explanation of insurance continuation options.

6.08 Accrued Benefits during Reemployment Period

Non-renewed employees shall suffer no loss of sick leave, or other accrued benefits if rehired. Sick leave days shall not accrue for an employee during the reemployment period.

6.09 In-Service and Other Training

The District may require teachers to attend in-service and other training, either of which may occur outside of employees' regular hours of work. Additional compensation (if any) for such training shall be determined by relevant law, District policy, and pertinent employment contracts.

SECTION 7. PROFESSIONAL COMPENSATION

7.01 Curriculum Planning Projects and Other Projects within the Scope of Employment

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract, the employee shall be paid according to the Extra-curricular Pay Schedule [Appendix Part I](#). The length of time and maximum number of hours for completion of the project shall be determined by the employee's immediate supervisor, in his/her sole discretion. In order to be compensated, teachers should submit on a bi-weekly basis the time they work on such projects. Other projects that are outside of the terms of the individual employee's contract and that are approved by the District Administrator (or designee) shall be paid at the curriculum projects rate.

7.02 National Board Certification

An employee who earns certification from the National Board for Professional Teaching Standards, or a Master Teacher designation if the National Board for Professional Teaching Standards is not available in the employee's certification area, shall have his/her salary increased by \$1,500 (minus applicable taxes and other deductions). This shall be a one-time increase in the employee's salary and shall immediately cease if the employee fails to retain such certification.

7.03 Wisconsin Retirement System (WRS) Contributions

The Board shall contribute the employer's share to the Wisconsin Retirement System for eligible employees. The employee will pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution.

SECTION 8. POST-EMPLOYMENT BENEFITS

8.01 Voluntary Early Retirement Benefit Program

A. Eligibility

Teachers will be eligible for the early retirement benefit provided for in this Article if they a) declare, in writing, to the Board of Education, their retirement intentions prior to February 1 of the calendar year in which they intend to retire from an employer contributing to the Wisconsin Retirement System, b) are WRS eligible for retirement and c) were hired prior to July 1, 2009.

B. Application and Limitation

Application for participation in the early retirement benefit provided for in this Article must be made by the teacher in writing and submitted to the School Board on or before February 1st of the last school year prior to retirement from an employer contributing to the Wisconsin Retirement System. No more than three (3) teachers shall be eligible to begin participation in the early retirement benefits provided for in this Article in the same year unless the School Board, at its sole discretion, approves a higher number. In the event there are more applicants than are eligible to participate, the most senior applicants, based on Colby School District experience, will be selected. If seniority is equal, the selection will be based on the order of receipt of the application.

C. Early Retirement Benefit Health Insurance

For Staff hired prior to July 1, 1986

Upon retirement, for an eligible teacher whose application has been approved, the District will credit up to three thousand dollars for each year of service (\$3,000 x years of service at the Colby School District) for the retiree for a premium only health reimbursement account (HRA) until the teacher becomes entitled to Medicare.

- 1) Each qualifying teacher shall have \$3,000, or such amount as proportional to the employment status of the teacher pursuant to his/her letter of appointment, designated in an HRA (Health Retirement Account) to be used for insurance premiums upon retirement.
- 2) In the event of death of the retiree, his or her spouse will be eligible to the above credits on the above basis as if the retiree was still living through the eligibility period reflected in this benefit offering had the employee survived.
- 3) There is no cash equivalency benefit available under this provision for the retiree or any surviving spouse.

For Staff hired after July 1, 1986, yet prior to July 1, 1992

Upon retirement, for an eligible teacher whose application has been approved, the District will credit up to three thousand dollars for each year of service (\$3,000 x years of service at the Colby School District, up to a maximum of \$100,000) for the retiree for a premium only health reimbursement account (HRA) until the teacher becomes entitled to Medicare.

- 1) Each qualifying teacher shall have \$3,000, or such amount as proportional to the employment status of the teacher pursuant to his/her letter of appointment, designated in an HRA (Health Retirement Account) to be used for health insurance premiums upon retirement. The HRA may be funded or unfunded as determined by the District unless otherwise required by law.
- 2) In the event of death of the retiree, his or her spouse will be eligible to the above credits on the above basis as if the retiree was still living through the eligibility period reflected in this benefit offering had the employee survived.
- 3) There is no cash equivalency benefit available under this provision for the retiree or any surviving spouse.

For Staff hired after July 1, 1992, yet prior to July 1, 2004.

Upon retirement, for an eligible teacher whose application has been approved, the District will credit up to three thousand dollars for each year of service (\$3,000 x years of service at the Colby School District, up to a maximum of \$75,000) for the retiree for a premium only health reimbursement account (HRA) until the teacher becomes entitled to Medicare.

- 1) Each qualifying teacher shall have \$3,000, or such amount as proportional to the employment status of the teacher pursuant to his/her letter of appointment, designated in an HRA (Health Retirement Account) to be used for health insurance premiums upon retirement. The HRA may be funded or unfunded as determined by the District unless otherwise required by law.
- 2) In the event of death of the retiree, his or her spouse will be eligible to the above credits on the above basis as if the retiree was still living through the eligibility period reflected in this benefit offering had the employee survived.
- 3) There is no cash equivalency benefit available under this provision for the retiree or any surviving spouse.

For Staff hired after July 1, 2004, yet prior to July 1, 2009.

Upon retirement, for an eligible teacher whose application has been approved, the District will credit up to three thousand dollars for each year of service (\$3,000 x years of service at the Colby School District, up to a maximum of \$50,000) for the retiree for a premium only health reimbursement account (HRA) until the teacher becomes entitled to Medicare.

- 1) Each qualifying teacher shall have \$3,000, or such amount as proportional to the employment status of the teacher pursuant to his/her letter of appointment, designated in an HRA (Health Retirement Account) to be used for health insurance premiums upon retirement. The HRA may be funded or unfunded as determined by the District unless otherwise required by law.
- 2) In the event of death of the retiree, his or her spouse will be eligible to the above credits on the above basis as if the retiree was still living through the eligibility period reflected in this benefit offering had the employee survived.
- 3) There is no cash equivalency benefit available under this provision for the retiree or any surviving spouse.

For Staff hired after July 1, 2009.

Upon employment, for an eligible teacher, the District will contribute \$500 annually (each year of service) to a premium only health reimbursement account (HRA) for utilization upon retirement from the Colby School District.

D. Payment of Benefit

1a) For Staff hired prior to July 1, 1986

Upon Board approval of the retirement date, a monthly benefit is determined by dividing the total benefit credit by the number of months until the employee becomes entitled to Medicare eligibility.

1b) For Staff hired prior to July 1, 2009

Upon Board approval of the retirement date, an annual benefit is determined by dividing the total benefit credit by 5.

2) Retired employees may use the HRA credit for premium only health reimbursement account from a third party vendor selected by the district.

3) Retired employees who return to work in any position which offers health insurance shall have their benefit suspended until they no longer work in a position that is eligible for health insurance, subject to the terms for participation eligibility. Upon termination of any health insurance qualifying post retirement employment, monthly benefits with the Colby School District will be recalculated as described in Part II, Section 8, D(1a) and D(1b).

4) Decisions made by the District in the interpretation and operation of this benefit offering shall be in its sole discretion and are final and binding. In the event of any review of a decision by a court of law, the reviewing tribunal shall give deference to the District's decision, confirming such decision, unless it is shown that the District acted in an arbitrary and capricious manner. The decision of the District on all issues under this offering shall be final.

E. Calculation of Benefit

- 1) Hire Date: In instances where there is a break in service, the hire date used to determine the maximum benefit allowed under Section 8 is the most recent date of hire.
- 2) Years of Service: In instances where there is a break in service, the years of service are the total years of service within the District to determine the maximum benefit allowed under Section 8.

**PART III - NON-EXEMPT HOURLY
EMPLOYEES (SUPPORT STAFF)**

A decorative graphic consisting of several overlapping, curved green shapes that create a sense of movement and depth. The shapes are in various shades of green, from a light lime green to a dark forest green. They are arranged in a way that suggests a stylized letter or a dynamic, abstract form. The graphic is positioned in the lower half of the page, extending from the left edge towards the right.

Non-Exempt Employees (Hourly)
Letter of Appointment

School District of Colby
Colby, WI

It is hereby agreed between the Board of Education of the School District of Colby, party of the first part, and “EMPLOYEE NAME”, party of the second part, shall perform the duties of “POSITION” for “HRS” hours per day for “DAYS” days during the “SCHOOL YEAR” school year in such buildings and at such times as the Board shall direct for the sum of “HRLY WAGE” per hour, payable in bi-weekly installments, providing that any month’s pay will be withheld until all duties required by the Board of Education, Superintendent of Schools, and other administrative personnel have been properly fulfilled as required.

1. It is Further Agreed by the party of the second part, that wages or salary shall begin at the time he or she reports for duty. The wages or salary shall be paid on such calendar dates as set by the Board of Education.
2. It is Further Agreed by the party of the second part, that this contract is made subject to all the rules and regulations of said Board of Education now in force and such as may hereafter be adopted, including the directions of the Superintendent of Schools.
3. It is Further Agreed by the party of the second part, when first employed and thereafter according to Board Policy, to submit a report of medical examination on forms furnished by the school board. This examination is to be paid for by the school district and is to include only those medical provisions as required by state law.
4. It is Further Agreed that the party of the second part shall be entitled to benefits and leave as identified in the employee handbook.
5. The School District shall provide and make payment for long-term Income Protection Insurance in case of disability. The Board of Education agrees to pay a portion of the employee’s current year’s salary into the Colby Public Schools, Trustee Account Pension Plan or Wisconsin Deferred Comp, Non-instructional Employees, provided the employee qualifies for and belongs to the plan; as defined in the employee handbook.
6. It is Further Agreed that either party may terminate this contract immediately following written notice.

In witness thereof the parties have executed this instrument this “DATE” day of “MONTH/YEAR”.

Board of Education, School District of Colby

By _____, Clerk

Please sign and return one copy of this contract to CDEC by “RETURN DATE”.

“EMPLOYEE NAME”

Date

Address

SECTION 1. BENEFIT SELECTION AND COMPENSATION OPTION

1.01 Eligibility and Options

Employees eligible for the benefit selection and compensation option shall have a minimum of 180-day calendar with a minimum of 30 hours per week (1080 hours).

Employees may select a “Benefit Option”, “Reduced Benefit Option” or “Benefit Opt Out” annually during the health insurance open enrollment period as identified by the District. Employees may only change between options at other times with a “qualifying event” as identified in the ACA regulations at times other than open enrollment.

Any change (by employee request) between the “Benefit Option”, “Reduced Benefit Option” or “Benefit Opt Out” shall return to the wage scale as identified as Base or Reduced Benefit Option, or Benefit Opt Out identified in Appendix Part III – 7.01. Employees do not carry incremental increases previously earned in any category into a new category.

Employees selection of a **Benefit Option** are entitled to all benefits applicable to their position as identified in the Handbook. Employees selecting the Benefit Options start at a Novice Pay rate on the pay schedule (Appendix Part III – 7.01) and move to the Base Pay rate after six months within the conditions provided in Handbook.

Employees selection of a **Reduced Benefit Option** are acknowledging that they are surrendering benefits as identified in order to earn a higher hourly wage. The employee must request, in writing, that they wish to exercise the Reduced Benefit Option and are knowingly surrendering:

Employee Handbook:

Part I, Sections 9.01 – Sick Leave Earned, 9.02 – Sick Leave Use, 9.03 – Sick Leave Accumulation, 9.04 – Pay for Unused Sick Leave, 9.05 – Sick Leave, 9.07 – Holidays during Sick Leave, 9.08 – Sick Leave Listing, 9.09 – Accessing Employee Emergency Sick Leave Pool Entirely

Section 9 – Sick Leave, is replaced with 1 day of PTO earned for each two months worked.

Sections 11 – Bereavement Leave and 12 – Personal Leave entirely – PTO is used for Bereavement and Personal Leave

Section 15.02 - Health/Dental Insurance, is the District’s portion of a single plan premium. Employees may elect to “buy up” to family plans at their own expense. Section 15.03 – Alternative Benefit Plan (ABP) in Lieu of Health Insurance.

Part III, Sections 1.03 – Benefits during Probation, 2.10 – Emergency School Closing Employee Options if the Day/Time is Not Made Up, 2.11 – Flexible Schedule, 3.08 – Insurance Benefits During Layoff, Sections 5 – Paid Vacation and 6 - Holidays Entirely

Section 7.07 – Retirement Contribution the District will match up to 4% of an employee contribution

8.02- License Renewal Reimbursement for Special Education Assistants Entirely

Employees selection of a **Benefit Opt Out Option** are acknowledging that they are surrendering benefits as identified in order to earn a higher hourly wage. The employee must request, in writing, that they wish to exercise the Benefit Opt Out Option are knowingly surrendering:

Employee Handbook:

Part I, Sections 9.01 – Sick Leave Earned, 9.02 – Sick Leave Use, 9.03 – Sick Leave Accumulation, 9.04 – Pay for Unused Sick Leave, 9.05 – Sick Leave, 9.07 – Holidays during Sick Leave, 9.08 – Sick Leave Listing, 9.09 – Accessing Employee Emergency Sick Leave Pool

Sections 11 – Bereavement Leave and 12 – Personal Leave Entirely

Section 15.02 - Health/Dental Insurance, Section 15.03 – Alternative Benefit Plan (ABP) in Lieu of Health Insurance.

Part III, Sections 1.03 – Benefits during Probation, 2.10 – Emergency School Closing Employee Options if the Day/Time is Not Made Up, 2.11 – Flexible Schedule, 3.08 – Insurance Benefits During Layoff, Sections 5 – Paid Vacation, and Section 6 – Holidays, 8.02- License Renewal Reimbursement for Special Education Assistants Entirely

Section 7.07 – Retirement Contribution (Remove District Portion Only)

SECTION 2. DISCIPLINE AND DISCHARGE

2.01 Length of Probationary Period

Length of Probationary Period: All newly hired employees shall be on probation for a period of one calendar year.

2.02 Standard for Discipline and Termination

- A. Probationary Employee: Probationary employees may be disciplined or terminated from employment by the District in its sole discretion. Such discipline or termination shall not be subject to the grievance procedure provisions of this *Handbook* [Part I Section 5.04](#).
- B. Non-Probationary Employee: A non-probationary employee may be disciplined or terminated for reasons that are not arbitrary or capricious. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook* [Part I Section 5.04](#).

2.03 Benefits during Probation

Except as expressed herein, all provisions of this Agreement shall apply to an employee as of the first day of employment. If an employee quits or is terminated during the probationary period, however, no accrued sick leave, vacation, or other benefits shall be due him or her. Employees eligible to receive insurance benefits shall receive initial coverage in accordance with the waiting periods, if any, contained in paid coverages without regard for the probationary period.

2.04 Representation

In the event any employee is called to a meeting with representatives of the Employer for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances that 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 shall be delayed until appropriate representation may be obtained. Nothing in this provision shall prevent an Employer from removing an employee from the work place if immediate action is required.

2.05 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 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 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.

- D. Pay Rate for “Out-of-Classification” Overtime: When overtime for an employee is a combination of hours worked in multiple pay rates or classifications with different rates, the overtime rate will be determined based upon a blended rate of all positions.
- Position Rate A(\$)
 multiplied by number of hours = total pay A
 Position Rate B(\$)
 multiplied by number of hours = total pay B
 Total pay for A + B divided by the total hours worked is the blended rate
 ALL hours over 40 are based on the blended rate multiplied by 1.5

3.06 Lunch Period

All employees who work six (6) hours or more per day will be entitled to a duty-free, unpaid half hour lunch period. Absent an emergency, an employee may not perform any work during a duty-free, unpaid lunch period without the prior written authorization of his/her immediate supervisor. Employees who perform work during a duty-free, unpaid lunch period without prior authorization may be subject to discipline.

3.07 Breaks

Employees scheduled to work at least four (4) hours per work day shall receive one (1) fifteen (15) minute paid break. Employees scheduled to work at least eight (8) hours per work day shall receive two (2) fifteen (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor.

Hours Worked	Break(s) and Lunch Period Scheduling
0 to 3.99 hours	0 minutes
At least 4.0 to 5.99 hours	15 minutes
At least 6.0 to 7.99 hours	15 minutes and 30 minute duty-free lunch
At least 8.0 or more hours	(2) 15 minutes and 30 minute duty-free lunch

3.08 Time Cards or other Form of Electronic Tracking of Hours Worked

Time cards or an electronic time card system shall be used by all employees. Employees will punch in only at such time as they are fully prepared to begin work. Employees are responsible for their own time cards and shall not punch in or out for another employee. Employees caught punching in or out for another employee will be subject to discipline up to and including discharge. If an employee leaves the premises for any personal reason, the time clock is to be used to punch out and punch in upon return.

3.09 Emergency School Closings

- A. All custodians are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible.
- B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency shall not be paid for that day. If the day is not rescheduled, the employee may elect one of the options listed in Section 2.10. Employees shall be required to make days up in the event that the District schedules make-up days.
- C. If employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked on such day.
- D. If employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked on such day those employees may elect one of the options in Section 3.10 for time lost due to the partial school closing.

3.10 Emergency School Closing Employee Options if the Day/Time is Not Made Up

The employee may select one of the following options if the District does not reschedule the day/time:

- A. The employee may come in to work or work an additional day/time at the end of the school year. The time set for makeup plus the regular assigned hours cannot exceed forty (40) hours per week.
or
- B. The employee may elect to not be compensated for the day/time school was closed.
or
- C. The employee may elect to use compensatory time off, vacation, or personal leave time if available.

The employee should notify the District on the next school day after the day school is closed, begins late or is dismissed early, for an emergency as to which option the employee wishes to select.

3.11 Flexible Schedule

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. All hours of work under a flexible work schedule agreement must be completed within one regular workweek as defined in section 2.03 above, and section 6.04 of Part I of the *Handbook*. 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 overtime.

3.12 Call-In Pay

Employees called in to work hours outside of their regular work schedule that are not contiguous with their regular work schedule, except as noted below, shall be paid no less than two (2) hours pay. The District may, at its discretion, require such employees to work the full two (2) hour period. Employees called in to open the building for a special event (e.g., use of school District facility by an outside agency or for co-curricular events) will be paid for the time that the employee is required to be at the District.

3.13 Attendance at Meetings

Employees required to attend meetings called or scheduled by the Employer shall be paid for all hours spent in attendance at such meetings.

SECTION 4. REDUCTION IN FORCE, POSITIONS & HOURS

4.01 Reasons for Reduction in Force

In the event the Board determines to reduce the number of positions or the number of hours in any position, the provisions set forth in this Article shall apply.

4.02 Notice of Reduction

The District will give at least thirty (30) calendar days notice of any reduction in force. The notice of reduction in force shall specify the effective date and; that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address.

4.03 Selection for Reduction – Steps

In the implementation of staff reductions under this section, individual employees shall be selected for full or partial reduction in force in accordance with the following steps:

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reductions.
- B. Step Two - Volunteers: Volunteers will be reduced first. The District will provide the volunteer(s) with a notice in accordance with section 3.02. Requests for volunteers will be sent to employees within each job category. An employee who volunteers will put his/her request in writing. Volunteers will be accepted by the District only if, in the District's opinion, the remaining employees in the job category are qualified to perform the remaining work.
- C. Step Three - Selection For Reduction: The District shall follow the guidelines below to select the employee in the affected job category for full or partial reduction in hours:
 - 1. Job categories for the purpose of this section shall be defined as:
 - a. Custodians
 - 1) Maintenance
 - 2) Custodian
 - 3) Housekeeping
 - b. Secretarys
 - c. Kitchen Staff
 - d. Instructional Aides (Regular and Special Education)
 - e. Media Aides
 - 2. The District shall utilize the following criteria in order of application for determining the employee for full or partial reduction in hours:
 - a. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
 - b. Qualifications as established by the Board: Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.
 - c. Qualifications of the Remaining Employees in the affected job category: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need; and
 - d. Length of Service of the Employee.
 - 1) Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
 - 2) Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
 - 3) Length of Service List: The District will annually produce a length of service list and provide it by September 30th. The employees will raise any objections to the proposed length of service list by December 1st.

4.04 Reduction in Hours

Employees who are reduced in hours shall not lose any benefits they have accrued. Benefits are defined as length of service, sick leave, and vacation earned as an employee. Reduced in time employees shall be treated as part-time employees under this *Handbook*. Any employee who is reduced in hours (partial layoff) may choose to be fully laid off.

4.05 Reemployment Process Period

Reduced-in-time employees shall retain the reemployment options set forth herein for a period of twenty-four (24) months either after the employee's last day of work with the District or from the time the employee received the notification of reduction in force, whichever is later.

Laid-off employees shall retain the option to be recalled for a period of twenty-four (24) months either after the employee's last day of work with the District or from the time the employee received the notification of layoff, whichever is later.

4.06 Reemployment Procedure

All reduced-in-time employees shall have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District shall first attempt to fill the position utilizing the vacancy and transfer language contained in this *Handbook*. Employee failure to maintain current contact information at the District office voids this section. Employees on the reemployment list may apply for the vacant position according to the terms of this *Handbook*. The District will post vacancies in accordance with the terms of this *Handbook*.

4.07 Termination of Reemployment Options

Reemployment options shall end should an employee refuse reemployment in a position in the job category, except as provided below. Casual or substitute work with the District during the reemployment period shall not extend the reemployment period. Employees on the reemployment list may refuse reemployment in positions with a substantially different full-time equivalency (FTE), substitute or temporary positions without loss of options to the next available position for which the employee is qualified. Employees on the reemployment list shall not lose reemployment options to an equivalent FTE position(s) if they accept a position with a different FTE level, a substitute appointment or a temporary appointment, with the District.

4.08 Insurance Benefits during Layoff

Please see [Part I, Section 15, COBRA, subsection 15.06](#) for an explanation of insurance continuation options.

4.09 Accrued Benefits during Layoff

Reduced-in-time employees shall suffer no loss of sick leave, vacation or other accrued benefits when rehired. Sick leave days, vacation, and length of service time shall not accrue while an employee is not working for the District.

4.10 Other Employment during Layoff

No employee on full or partial layoff shall be precluded from securing other employment while on layoff status.

SECTION 5. ASSIGNMENTS, VACANCIES AND TRANSFERS

5.01 Determination of Assignment

Employees will be assigned or transferred by the District Administrator of the District and/or his/her designee.

5.02 Job Posting

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of 5 working days, unless exigent circumstances as determined by the District require a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on the [District's website](#). The notice shall include the date of posting, the job

requirements, classification, a description of the position available, the tentative work hours of the position, the rate of pay for the position, and the qualifications required for the position.

5.03 Interviews

An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position, and, if qualified, may be awarded the position.

5.04 Selection Process

In the event two or more equally qualified District employees apply for a position, the most senior applicant will be selected.

5.05 District Ability to Select the Most Qualified Applicant

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.

5.06 District Ability to Determine Job Description

The District retains the right to determine the job descriptions needed for any vacant position.

5.07 Trial Period

A District employee who is selected for a vacancy, pursuant to sections 4.03 through 4.06 above, will serve a trial period in the new position. The trial period will be for 30 working days. Prior to the expiration of the trial period, either the employee or employer may declare the trial period unsatisfactory and the employee shall return to his/her former position. The decision to return the employee to his/her position is not subject to the grievance procedure.

5.08 Involuntary Transfers

When the District determines that an involuntary transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position according to the procedures set forth above in sections 4.02 through 4.06, the District reserves the right to 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 which will include the reasons for the 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.

SECTION 6. PAID VACATION

6.01 Notice

Each employee shall be notified of their total number of vacation days by July 15th of each year.

6.02 Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time and Part-Time Employees

Paid vacation is a day off with pay for the number of hours the employee normally works. Paid Vacation will be provided to Calendar Year Full-time and Calendar Year Part-time employees according to the following schedule:

Number of Years Worked	Vacation Days Earned
After one (1) year of service	5 days

After two (2) years of service	10 days
After seven (7) years of service	14 days
After twelve (12) years of service	18 days
After fifteen (15) years of service	20 days
Every Year in addition to fifteen (15)	½ day per year up to 25 days

“Years of Service” as set forth in this Article refers to years of service in the District in a position that is eligible for vacation under Part III. Eligible employees in the District shall receive the preceding vacation depending on years of service as measured each July 1st. For calculation purposes initial date of hire is considered year one. For new employees, vacation is prorated based on date of hire. For part-time employees, vacation pay shall be pro-rated based on the average number of hours worked per week during the previous year.

6.03 Scheduling of Vacation

Vacation time may be taken in full blocks, or in shorter blocks not less than one hour as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days notice may be approved by the District Administrator and/or his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period, but the District Administrator and/or his/her designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives.

6.04 Payment upon Termination/Transfer to a Position Not Eligible for Vacation

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her accumulation, as well as a pro-rated amount of the vacation that the employee would have received upon his or her next anniversary. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee's termination and will be remitted on the final paycheck.

6.05 Holidays during Vacation

Should a paid holiday fall during an employee's vacation period the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

SECTION 7. HOLIDAYS

7.01 Holidays Defined

A paid holiday is a day off with pay for the number of hours the employee normally works. Paid holidays will be provided to full-time and part-time employees according to the following schedule:

A. Employees working a full calendar year (260 work days)

January 1	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Good Friday	December 24
July 4	December 25
Labor Day	December 31

B. Employees working at least 220 days per calendar year, but less than 260 days per calendar year

January 1	Memorial Day
Labor Day	Thanksgiving Day
December 24	December 25
December 31	

C. Employees working at least 200 days per calendar year, but less than 220 days per calendar year

January 1	Memorial Day
Labor Day	Thanksgiving Day
December 24 (1/2 Day)	December 25
December 31 (1/2 Day)	

D. School Year Employees working less than 200 days per calendar year:

Labor Day	Thanksgiving Day
December 25	January 1
Memorial Day	

7.02 Holidays Falling on Weekends

If any of the holidays listed above, fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31st holiday and the preceding Friday shall be observed as the January 1st Holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday shall be declared the holiday unless the preceding Friday is a student contact day. If the preceding Friday is a student contact day, section 6.03 will apply.

7.03 Holidays Falling on Student Contact Days

If any of the holidays listed in section 6.01, above, fall on a student contact day, the employees shall work their regular hours that day, and shall instead receive a paid holiday on a date determined by the Administration.

7.04 Holidays during Vacation

If any of the above holidays fall within an employee's vacation period, the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

7.05 Eligibility for Holiday

In order to be eligible for holiday pay, an employee must work the employee's scheduled workdays immediately preceding and following the holiday, unless the employee is on an excused absence with pay which has been approved by the District Administrator and/or his/her designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

SECTION 8. WAGE COMPENSATION AND EXPENSES

8.01 Wage Schedule

[Part III - Appendix 7.01, Wage Schedule](#), shall be attached hereto.

8.02 New Employee Wage Schedule Placement

- A. New employee placement – New employees shall be placed on the wage schedule at the discretion of the District.
- B. Novice pay is the starting hourly rate. Novice pay rates are determined by the District in consultation with each supervisor and may be adjusted to reflect the employment market. After six months of employment and a performance evaluation by the immediate supervisor indicating knowledge of tasks, training opportunities, and performance satisfaction, a recommendation can be made for a raise to base pay, using the Staff Compensation Plan Adjustment Form ([Appendix Part III-7.03A](#)).

8.03 Support Staff Wage Adjustments

- A. Eligibility Requirements - Service Increment: An employee is eligible for the service increment when the anniversary year of the employee's date of hire will be divisible by 5. [For example, the eligible employee who was hired between January 1 - December 31 of 2004 would earn the service increment for payment beginning July 1 2009, having recorded five years of service since the anniversary year of his hire indicates his cumulative service to the District is divisible by 5.] The District records dates of hire for all employees. In the event of intervening employment, the last date of hire will be used to determine a service increment of \$.25 / hour.
- B. Appeals: An employee may appeal a decision of a supervisor/administrator regarding the application within two weeks of having been informed of the application not having been approved. The employee then has two weeks to file a letter of appeal with the person at the next decision level (principal, district administrator, or personnel committee of the Board of Education) requesting a meeting for reconsideration of the decision, and a decision will be rendered and communicated within a two-week period; two week deadlines for communicating a decision and filing subsequent appeals at all levels will be the expected practice. A hearing before the personnel committee of the Board of Education will constitute the final appeal remedy.
- C. An employee who has been denied a wage adjustment may re-apply for the ensuing fiscal year subsequent to a successful performance evaluation.

8.04 Food Service & Custodial Personnel – Extra Duty Pay

Food Service & Custodial personnel will receive a minimum hourly rate of \$20.00 per hour for cooking and/or food preparation, opening and closing building and custodial tasks above and beyond their regular scheduled hours when not district related. Pay rates for over 40 hours will be administered using Handbook Part III, Section 2.05 as a priority.

8.05 Out-of-Classification Pay

Any employee working in a higher paid classification shall receive the pay of that classification. Upon completion of the employee's assignment under the higher pay scale, the employee shall revert to his or her former classification and rate.

Should the total hours for work in both classifications result in overtime, the rate of pay shall be determined using a blended rate (Part III, Section 2.05 D).

8.06 Rate of Pay upon Promotion

Whenever an employee is promoted to a new higher paid classification, he or she will be placed at the wage that gives the employee the smallest wage increase. An employee who is voluntarily or involuntarily transferred to a lower paid classification shall retain her/his current wage. Upon voluntary transfer to a position in the same job classification, the employee shall retain her/his current wage.

8.07 Retirement Contributions

Employees who have worked over 1,000 hours in one fiscal year for the District are eligible to participate in the Wisconsin Deferred Compensation Program to which the employee contributes 4% and the District contributes 8% of the employee's annual salary.

8.08 Uniforms, Protective Clothing and Tools

A. Uniforms:

1. All food service and custodial employees of the District may, at the discretion of the District, be required to wear a District approved uniform while on the job. The uniforms may consist of a combination of jackets, hats, gloves, work shirts, work pants, work shorts and sweatshirts. The District shall furnish new uniforms on a schedule established by the District.
2. All employees shall be required to clean and maintain their work shirts and work/pants.
3. The Board shall determine a supplier of uniforms and all employees shall place their respective orders through this supplier.
4. The style, color, and type of fabric of said uniforms shall be determined by the administration.

B. Uniform for Food Service Staff: Every two years Food Service staff may order new uniforms (three tops each). With supervisor approval, if the employee feels that their tops are still in good condition, the employee may purchase shoes and the District will pay the costs of uniform tops towards the cost of one pair of shoes.

C. Uniforms for Custodial Staff: Custodians will be provided four (4) shirts annually upon request. Requests should be made by October 1st to the Director of Buildings/Grounds. With supervisor approval, if the employee feels that shirts are still in good condition, the District will pay the costs of uniform shirts toward the cost of one pair of shoes.

D. Personal Protective Equipment: The Board shall provide the protective clothing and equipment necessary for food service and custodial employees to perform their jobs. Such clothing and equipment shall be limited to the following items: nonprescription safety glasses, rain jacket, rain pants, boots, and overalls. The Board reserves the right to determine

the style and the type of protective gear to be used. Any employee who receives protective gear shall be responsible for such items and shall sign for receipt of the item in acceptable condition. All items of protective clothing shall remain the property of the Board and shall only be worn while working on an assigned school job. All issued items of protective clothing shall be inspected by the employee prior to each use. All damaged protective items and clothing must not be used and reported to the immediate supervisor and/or his/her designee.

- E. Protective Safety Glasses: The Board shall provide prescription safety glasses, only to custodial employees that need prescription glasses. No more than one pair per year shall be purchased for any individual employee. Quality of the safety glasses shall be determined by the School District.
- F. Tools: The District will furnish, without cost to the employees, tools considered necessary by the District for the employee to perform their normal duties. Any replacement of hand tools deemed necessary by the District will be furnished by the District without cost to the employee, except where loss due to negligence or willful destruction is apparent in which case the employee will be billed for the School District's replacement cost.

8.09 Expenses

Employees required, or approved, by the District to attend conferences, seminars, and inservice training sessions shall not receive reimbursement for travel, lodging, and registration unless prior approval has been received.

8.10 Substitutes for Teachers

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

SECTION 9. JOB RELATED TRAINING AND LICENSURE

9.01 In-Service Training

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

9.02 License Renewal Reimbursement for Special Education Assistants

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

SECTION 10. EMPLOYEE EVALUATIONS

10.01 Evaluation

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

10.02 Procedures and Instruments

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

10.03 Frequency

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

10.04 Receipt of Evaluation

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

10.05 Comments, Disputes

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

10.06 Evaluators


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

SECTION 11. RESIGNATION FROM EMPLOYMENT

11.01 Notice of Termination of Employment

Employees will give written notice of termination of employment, as soon as possible, but at least ten (10) working days prior to the effective date of resignation. If an employee has overused the holiday, sick or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from his or her last paycheck. The District's obligation to pay its share of the employee's insurance benefits will terminate at the end of the month in which the employee works his/her last day. Any employee who breaches this Article shall, at the District's discretion, forfeit any accrued benefits.

**PART IV - EXEMPT EXECUTIVE
SUPPORT, SPECIALISTS,
SUPERVISORY AND
ADMINISTRATIVE EMPLOYEES**

A decorative graphic element consisting of several overlapping, curved green shapes that form a stylized, abstract shape resembling a large 'X' or a series of intersecting paths. The shapes are in various shades of green and have a slight drop shadow effect.

Exempt Executive, Specialists, Supervisory Employees (Salaried)

Letter of Appointment

School District of Colby

Colby, WI

It is hereby agreed between the Board of Education of the School District of Colby, party of the first part, and "NAME", party of the second part, that said party of the second part shall perform the duties of "POSITION" for "DAYS" days during the "SCHOOL YEAR" school year in such buildings and at such times beginning on or about "CONTRACT YEAR" as the Board shall direct the sum of "SALARY" per year, payable in bi-weekly installments, providing that any month's pay will be withheld until all duties required by the Board of Education, Superintendent of Schools, and other administrative personnel have been properly fulfilled as required.

1. It is Further Agreed by the party of the second part, that wages or salary shall begin at the time he or she reports for duty. The wages or salary shall be paid on such calendar dates as set by the Board of Education.
2. It is Further Agreed by the party of the second part, that this contract is made subject to all the rules and regulations of said Board of Education now in force and such as may hereafter be adopted, including the directions of the Superintendent of Schools.
3. It is Further Agreed by the party of the second part, when first employed and thereafter according to Board Policy, to submit a report of medical examination on forms furnished by the school board. This examination is to be paid for by the school district and is to include only those medical provisions as required by state law.
4. It is Further Agreed that the party of the second part shall be entitled to benefits, leave and vacation as identified in the employee handbook.
5. It is Further Agreed that the School District shall provide and make payment for long-term Income Protection Insurance in case of disability.
6. It is Further Agreed that the Board of Education agrees to pay a portion of the employee's current year's salary into the Colby Public Schools, Trustee Account Pension Plan or Wisconsin Deferred Comp, Non-instructional Employees, or WRS provided the employee qualifies for and belongs to the plan; as defined in the employee handbook.
7. It is Further Agreed that either party may terminate this contract immediately following written notice. The employee is considered an "at will" employee of the School District.

In witness thereof the parties have executed this instrument this "DATE" day of "MONTH/YEAR".

Board of Education, School District of Colby

By _____, President

By _____, Clerk

Please sign and return one copy of this contract to CDEC by "RETURN DATE".

"EMPLOYEE NAME"

Date

Address

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.

SECTION 7. PAID VACATION

7.01 Notice

Each employee shall be notified of their total number of vacation days by July 15th of each year.

7.02 Calendar Year (two hundred and sixty (260) scheduled work days) Full-Time and Part-Time Employees

A paid vacation is a day off with pay for the number of hours the employee normally works. Paid Vacation will be provided to Calendar Year Full-time and Calendar Year Part-time employees according to the following schedule:

Number of Years Worked	Vacation Days Earned
After one (1) year of service	10 days
After three (3) years of service	12 days
After five (5) years of service	14 days
After seven (7) years of service	16 days
After nine (9) years of service	18 days
After eleven (11) years of service	20 days
Every Year in addition to eleven (11)	1 day per year up to 25 days

“Years of Service” as set forth in this Article refers to years of service in the District in a position that is eligible for vacation under Part IV. Eligible employees in the District shall receive the preceding vacation depending on years of service as measured each July 1st. For calculation purposes initial date of hire is considered year one. For new employees, vacation is prorated based on date of hire. For part-time employees, vacation pay shall be pro-rated based on the average number of hours worked per week during the previous year.

7.03 Vacation Accumulation

An employee may carry over a total of 10 vacation days from the prior year to the next year's vacation amount. Vacation days, in excess of the days carried over above, not used by the end of the applicable twelve month period, i.e. June 30th, shall be paid out at the daily rate.

7.04 Scheduling of Vacation

Vacation time may be taken in full blocks, or in shorter blocks not less than one hour as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days prior to taking such leave, however, vacation time requested with less than five (5) working days notice may be approved by the District Administrator and/or his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period, but the District Administrator and/or his/her designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives.

7.05 Payment upon Termination/Transfer to a Position Not Eligible for Vacation

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her accumulation, as well as a pro-rated amount of the vacation that the employee would have received upon his or her next anniversary. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee's termination and will be remitted on the final paycheck.

7.06 Holidays during Vacation

Should a paid holiday fall during an employee's vacation period the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

SECTION 8. HOLIDAYS

8.01 Holidays Defined

A paid holiday is a day off with pay for the number of hours the employee normally works. Paid holidays will be provided to full-time and part-time employees according to the following schedule:

A. Employees working a full calendar year (260 work days)

January 1	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Good Friday	December 24
July 4	December 25
Labor Day	December 31

8.02 Holidays Falling on Weekends

If any of the holidays listed above, fall on a Saturday, the preceding workday shall be observed as the holiday. If any of the above named holidays falls on a Sunday, the following workday shall be observed as the holiday. If January 1st falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday shall be observed as the December 31st holiday and the preceding Friday shall be observed as the January 1st Holiday. If December 24 and December 31 fall on a Sunday, the preceding Friday shall be declared the holiday.

8.03 Retirement Contributions

Exempt Executive and supervisory employees who have worked over 1,000 hours in one fiscal year for the District are eligible to participate in the Wisconsin Deferred Compensation Program, non-instructional employees, to which the employee contributes 4% and the District contributes 8% of the employee's annual salary.

Specialists who work 440 hours in one fiscal year for the District are eligible to participate in the Wisconsin Retirement System (WRS); any specialists hired after July 1, 2011 must work 880 hours in one fiscal year. The Board agrees to contribute the employer's share. The employee agrees to pay the employee's required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee's required WRS contribution.

SECTION 9. POST-EMPLOYMENT BENEFITS

9.01 Voluntary Early Retirement Benefit Program

A. **Eligibility**

Employees will be eligible for the early retirement benefit provided for in this Article if they declare, in writing, to the Board of Education, their retirement intentions no less than 90 days prior to the anticipated retirement date (unless a shorter period is approved by the Board of Education).

B. **Application and Limitation**

Application for participation in the early retirement benefit provided for in this Article must be made by the employee in writing and submitted to the School Board no less than 90 days prior to the anticipated retirement date. No more than three (3) employees shall be eligible to begin participation in the early retirement benefits provided for in this Article in the same year unless the School Board, at its sole discretion, approves a higher number. In the event there are more

applicants than are eligible to participate, the most senior applicants, based on Colby School District experience, will be selected. If seniority is equal, the selection will be based on the order of receipt of the application.

C. Early Retirement Benefit Health Insurance

For Staff hired prior to July 1, 1986

Upon retirement, for an eligible Part IV staff member whose application has been approved, the District will credit up to three thousand dollars for each year of service (\$3,000 x years of service at the Colby School District) for the retiree for a premium only health reimbursement account (HRA) until the employee becomes entitled to Medicare.

- 1) Each qualifying employee shall have \$3,000, or such amount as proportional to the employment status of the employee pursuant to his/her letter of appointment, designated in an HRA (Health Retirement Account) to be used for insurance premiums upon retirement.
- 2) In the event of death of the retiree, his or her spouse will be eligible to the above credits on the above basis as if the retiree was still living through the eligibility period reflected in this benefit offering had the employee survived.
- 3) There is no cash equivalency benefit available under this provision for the retiree or any surviving spouse.

For Staff hired after July 1, 1986, yet prior to July 1, 1992

Upon retirement, for an eligible employee whose application has been approved, the District will credit up to three thousand dollars for each year of service (\$3,000 x years of service at the Colby School District, up to a maximum of \$100,000) for the retiree for a premium only health reimbursement account (HRA) until the employee becomes entitled to Medicare.

- 1) Each qualifying employee shall have \$3,000, or such amount as proportional to the employment status of the employee pursuant to his/her letter of appointment, designated in an HRA (Health Retirement Account) to be used for health insurance premiums upon retirement. The HRA may be funded or unfunded as determined by the District unless otherwise required by law.
- 2) In the event of death of the retiree, his or her spouse will be eligible to the above credits on the above basis as if the retiree was still living through the eligibility period reflected in this benefit offering had the employee survived.
- 3) There is no cash equivalency benefit available under this provision for the retiree or any surviving spouse.

For Staff hired after July 1, 1992, yet prior to July 1, 2004

Upon retirement, for an eligible employee whose application has been approved, the District will credit up to three thousand dollars for each year of service (\$3,000 x years of service at the Colby School District, up to a maximum of \$75,000) for the retiree for a premium only health reimbursement account (HRA) until the employee becomes entitled to Medicare.

- 1) Each qualifying employee shall have \$3,000, or such amount as proportional to the employment status of the employee pursuant to his/her letter of appointment, designated in an HRA (Health Retirement Account) to be used for health insurance premiums upon retirement. The HRA may be funded or unfunded as determined by the District unless otherwise required by law.
- 2) In the event of death of the retiree, his or her spouse will be eligible to the above credits on the above basis as if the retiree was still living through the eligibility period reflected in this benefit offering had the employee survived.
- 3) There is no cash equivalency benefit available under this provision for the retiree or any surviving spouse.

For Staff hired after July 1, 2004, yet prior to July 1, 2009

Upon retirement, for an eligible employee whose application has been approved, the District will credit up to three thousand dollars for each year of service (\$3,000 x years of service at

the Colby School District, up to a maximum of \$50,000) for the retiree for a premium only health reimbursement account (HRA) until the employee becomes entitled to Medicare.

1) Each qualifying employee shall have \$3,000, or such amount as proportional to the employment status of the employee pursuant to his/her letter of appointment, designated in an HRA (Health Retirement Account) to be used for health insurance premiums upon retirement. The HRA may be funded or unfunded as determined by the District unless otherwise required by law.

2) In the event of death of the retiree, his or her spouse will be eligible to the above credits on the above basis as if the retiree was still living through the eligibility period reflected in this benefit offering had the employee survived.

3) There is no cash equivalency benefit available under this provision for the retiree or any surviving spouse.

For Staff hired after July 1, 2009

Upon employment, for an eligible employee, the District will contribute \$500 annually (each year of service) to a premium only health reimbursement account (HRA) for utilization upon retirement from the Colby School District

D. Payment of Benefit

1a) For Staff hired prior to July 1, 1986

Upon Board approval of the retirement date, a monthly benefit is determined by dividing the total benefit credit by the number of months until the employee becomes entitled to Medicare eligibility.

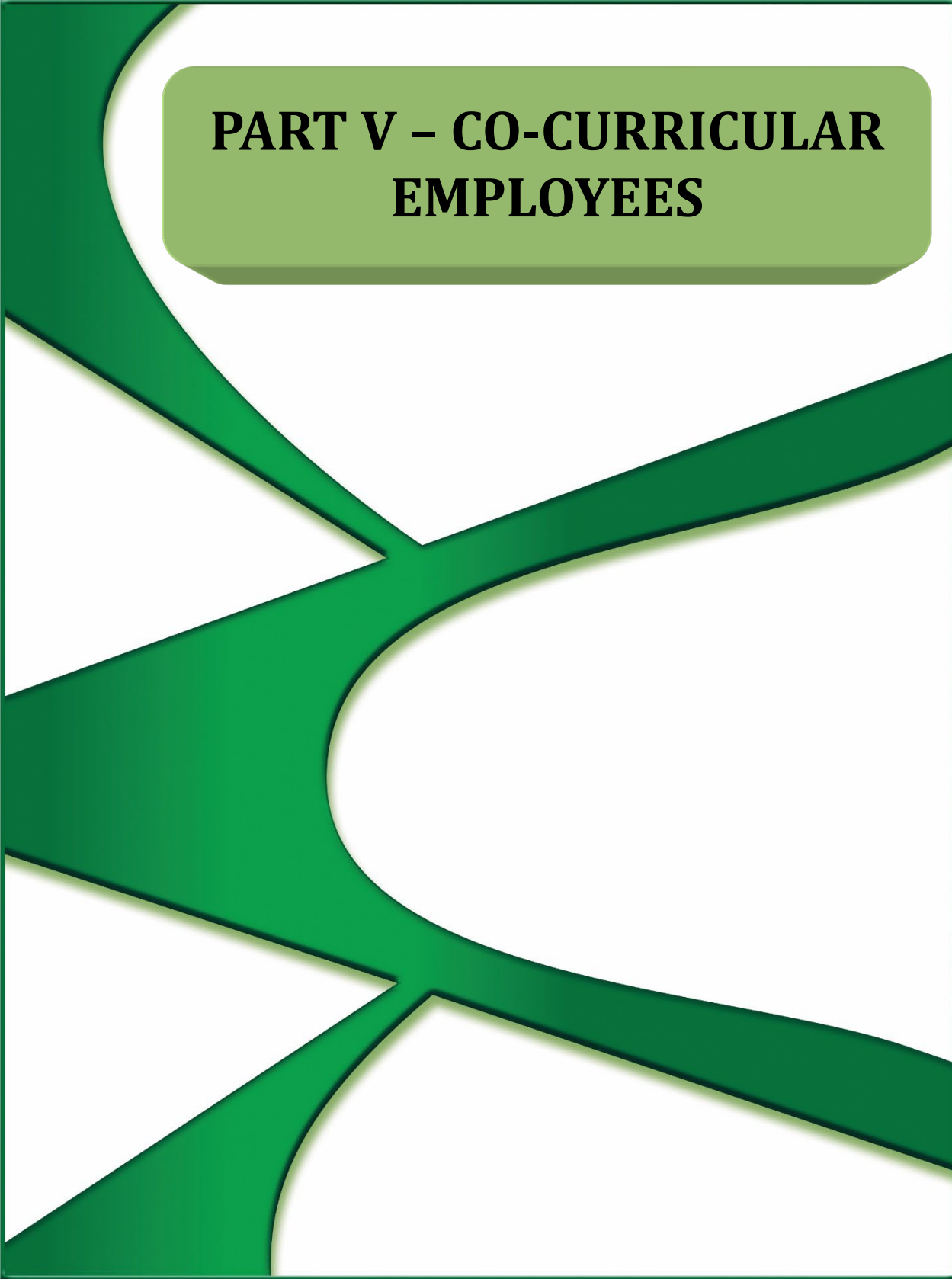
1b) For Staff hired prior to July 1, 2009

Upon Board approval of the retirement date, an annual benefit is determined by dividing the total benefit credit by 5.

2) Retired employees may use the HRA credit for premium only health reimbursement account from a third party vendor selected by the district.

3) Retired employees who return to work in any position which offers health insurance shall have their benefit suspended until they no longer work in a position that is eligible for health insurance, subject to the terms for participation eligibility. Upon termination of any health insurance qualifying post retirement employment, monthly benefits with the Colby School District will be recalculated as described in Part II, Section 9, D(1a) and D(1b).

4) Decisions made by the District in the interpretation and operation of this benefit offering shall be in its sole discretion and are final and binding. In the event of any review of a decision by a court of law, the reviewing tribunal shall give deference to the District's decision, confirming such decision, unless it is shown that the District acted in an arbitrary and capricious manner. The decision of the District on all issues under this offering shall be final.



**PART V – CO-CURRICULAR
EMPLOYEES**

Personnel Letter of Appointment

School District of Colby

Colby, WI

It is hereby agreed between the Board of Education of the School District of Colby, party of the first part, and **“EMPLOYEE NAME”**, party of the second part that said party of the second part shall perform the duties of **“POSITION”**, during the **“YEAR”** school year as the Board shall direct the sum of **“\$\$\$”**, providing that any pay will be withheld until all duties required by the Board of Education, Superintendent of Schools, and other administrative personnel have been properly fulfilled as required.

It is Further Agreed by the party of the second part, that this contract is made subject to all the rules and regulations of said Board of Education now in force and such as may hereafter be adopted, including the directions of the Superintendent of Schools and other administrative personnel.

It is Further Agreed by the party of the second part, when first employed and thereafter according to Board Policy, to submit a report of medical examination of forms furnished by the school board. This examination is to be paid for by the school district and is to include only those medical provisions as required by state law.

It is Further Agreed by the party of the second part, that wages shall begin at the time he or she reports for duty. The wages or salary shall be paid bi-weekly on such calendar dates as set by the Board of Education.

Please sign and return one copy of this contract by **“RETURN DATE”**.

Dated this th day of **“DATE”**.

By _____, Clerk
Board of Education, School District of Colby

“EMPLOYEE NAME”

Date

Address

SECTION 1. ATHLETIC AND ACTIVITY ASSIGNMENTS

1.01 Letter of Appointment

Employees shall assume responsibility for the supervision of the extra-curricular activities that are included in their letters of appointment. Such activities shall be governed according to the following guidelines:

- A. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. However, under no circumstances shall a Board member work as a coach, assistant coach, advisor, or assistant advisor to an extra-curricular activity (on a paid basis).
- B. The stipend for extra-curricular activities shall be specified in the letter of assignment.
- C. The letter of appointment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.

1.02 Payments

Payments for extra-curricular activities shall be made in accordance with District payroll procedures. However, wages earned shall be paid at least monthly, with no longer than 31 days between pay periods.

1.03 Work Schedule

Extra-curricular assignments may occasionally occur during part of an employee's regular workday in his/her other position(s) with the District (e.g., as a teacher). In such cases, the employee shall consult with the supervisor of his/her regular assignment to determine the appropriate course of action. In the supervisor's sole discretion, the employee may be (1) required to work a flexible schedule to make up time lost during his/her regular workday; (2) relieved from the requirement to make up the time lost; (3) required to re-schedule the extra-curricular activity; or (4) required to take any other action that the supervisor deems reasonable.

1.04 Evaluation of Extra-Curricular Appointments

Individuals holding extra-curricular appointments shall be evaluated in the manner and frequency that their supervisor deems appropriate. When determining the manner and frequency of evaluations, the supervisor may take into account such factors as (1) the individual's experience with the particular activity; (2) input received from participants, parents, and other stakeholders; (3) the extent to which an individual needs additional guidance or oversight; and (4) any other consideration that a supervisor, in his/or reasonable discretion, deems appropriate.

1.05 Volunteers


Upon approval from the head coach/advisor and the athletic director or principal, an individual may serve as a volunteer coach/advisor for an extra-curricular activity. The following guidelines apply to volunteers and can be found in the Volunteer Handbook – Administrative Procedure #549.2 and at www.colby.k12.wi.us:

- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They will be responsible for their own personal injuries(i.e., ineligible for worker's compensation);

- D. They must consent to a background check (background checks for school board member volunteers must be performed by the Wisconsin Department of Justice or the Federal Bureau of Investigation) and agree to have a tuberculin skin (TB) test;
- E. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
- F. They accept direct and indirect supervision of the head coach; and,
- G. They may be dismissed at any time without cause.

1.06 Extra-Curricular Pay Schedule

Extra-curricular employees shall be paid in accordance with the Extra Curricular Pay Schedule [[Appendix Part V – 1.06](#)].



**PART VI - SUBSTITUTE
EMPLOYEES**

SECTION 1. ALL SUBSTITUTE EMPLOYEES

1.01 Pre-Employment Requirements

All new substitute staff hires will have to meet all new staff requirements, including but not limited to a criminal background check as deemed necessary by administration.

SECTION 2. SUBSTITUTE TEACHERS

2.01 Licensure and/or Permit

All substitute teachers shall have the necessary license and/or permit required by state law to serve in the substitute teaching assignment.

2.02 Training and Evaluation

Suitable programs of training, orienting and evaluating the work of substitute teachers may be provided by the instructional staff and/or the District as appropriate.

2.03 Assignment and Professional Responsibilities

- A. Assignments: Substitutes shall be assigned at the discretion of the District.
- B. A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute. School Board policies will be available to the substitute on the District website.
- C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
 1. A substitute teacher may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute teacher list if the substitute demonstrates a pattern or practice of declining assignments.
 2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute who wishes to cancel an assignment on the current date must inform the building secretary by phone. Any substitute teacher who abuses the cancellation privilege, in the District's discretion, may have their name removed from the substitute list.
- D. Professional Responsibilities:
The professional responsibilities and duties of substitutes shall be consistent with the regular teacher's responsibilities and duties for whom they are substituting. When a substitute is employed as a long-term substitute teacher, or is employed at the end of the semester, and is expected to close out school records, do report cards, and inventories, he/she may be given up to one day to complete these tasks if deemed necessary by the principal. The substitute will be compensated at the applicable substitute rate.
- E. Long-Term Substitute Assignment
 1. When a substitute is assigned for more than ten (10) consecutive days in the same position, then the long-term rates apply, unless the long-term nature of the assignment is known in advance, in which case payment will begin on the first day. The substitute's hourly rate shall be computed based on the number of periods per day in a building (e.g. at elementary level – eight (8) hours).
 2. Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher.
- F. Substitute Teaching Day: substitute's teaching day shall be eight (8) hours, excluding the duty free lunch, when subbing for a full-time teacher who is absent for a whole day. If a

teacher does not have a full schedule of classes the time will be prorated. A substitute's teaching day may be less than eight (8) hours if the substitute is replacing a teacher on a partial absence.

2.04 Compensation

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

2.05 Dismissal/Removal from Substitute List

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

2.06 Miscellaneous Provisions

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

more than two (2) hours. Substitute teachers attending the in-service will not be compensated for their attendance.

- D. Online Services: Long-term substitutes will be provided district email accounts and network access.

SECTION 3. SUPPORT STAFF SUBSTITUTES

3.01 Licensure and/or Permit

All substitute support staff shall have the necessary license and/or permit required by state law to serve in the substitute assignment.

3.02 Training and Evaluation

Suitable programs of training, orienting and evaluating the work of substitute support staff may be provided by other district staff and/or the District as appropriate.

3.03 Assignment and Professional Responsibilities

- A. Assignments: Substitutes shall be assigned at the discretion of the District.
- B. Board Policies: A copy of the appropriate school policies shall be made available to the substitute upon request.
- C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
 1. A substitute may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute list if the substitute demonstrates a pattern or practice of declining assignments.
 2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute may also cancel an assignment using the automated system in advance of the current day without providing notification to the Secretary, District Substitutes. A substitute who wishes to cancel an assignment on the current date must inform the Secretary, District Substitutes by phone. Any substitute who abuses the cancellation privilege, in the District's discretion, will have their cancellation rights revoked.
- D. Responsibilities: The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.
- E. Substitute Day: The substitute's length of service will be determined by the District.

3.04 Compensation

Hourly Rate: Substitute employees shall receive compensation for services rendered as determined by the District. Substitutes shall be employed at the rate established by the District. Substitute employees shall be paid in accordance with the Substitute Pay Schedule [[Appendix Part VI – 3.04](#)].

3.05 Dismissal/Removal from Substitute List

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

3.06 Miscellaneous Provisions

- A. In-Service: Each per diem substitute may be required to participate in new employee orientation or in-service day programs in the schools. Substitutes shall be paid at their applicable hourly rate for in-service participation if the employer requires them to attend.
- B. Duty Free Lunch: All substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.

- C. In-service/Orientation: The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two (2) hours. Substitutes attending the in-service will not be compensated for their attendance.

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 K-4	\$1,654.00
Substitute Caller Grades 5-12	\$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
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	\$ 12.50 per hour
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
Study Team	\$27.00 per meeting (Certified Staff) Regular Rate of Pay w/OT as applicable (Hourly Staff)
Translation for PT Conferences	\$11.00 per hour (Sub Rate)
Event Supervisor (Crowd Control)	\$38.00 per event
Ticket Takers, Ticket Sellers, Timers, Scorekeepers, Yard Keepers, Down Keepers (per athletic event)	\$28.00 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 \$ 50.00 for any overnight trip**
** Does not apply to advisors/coaches already compensated through extra-curricular Letters of Appointment.	

APPENDIX

COLBY SCHOOL DISTRICT Seasonal Employee Wage Schedule

	First Season of Employment	Increase Every SECOND SEASON of Employment
Custodial	\$13.50/Hour	.25/Hour
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 Tech. Support	\$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.

Employment Posters and Related Information

POSTERS

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9116_p.pdf

Employee Protections Against Use of Honesty Testing Devices - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_10861_p.pdf

Equal Employment Opportunity is the Law

English http://www1.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf

Spanish http://www.eeoc.gov/employers/upload/eeoc_self_print_poster_spanish.pdf

“EEO is the Law” Poster Supplement

English http://www1.eeoc.gov/employers/upload/eeoc_gina_supplement.pdf

Spanish http://www.eeoc.gov/employers/upload/eeoc_gina_supplement_spanish.pdf

Fair Employment Law - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_4531_s_p.pdf

Fair Labor Standards Act - Federal

<http://www.dol.gov/whd/regs/compliance/posters/wh1385State.pdf>

Family and Medical Leave Act - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_s_p.pdf

Family and Medical Leave Act – Employee Rights and Responsibilities - Federal

English <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

*Information about the federal Family and Medical Leave Act also must be in your employee handbook.

Hazardous Chemicals in the Workplace?

English <http://dsps.wi.gov/sb/docs/sb-PubSectSafHazardousPoster6894.pdf>

Public Employee Safety and Health

English <http://dsps.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>

Hours and Times of Day Minors May Work in Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_p.pdf

Spanish https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9212_s_p.pdf

Chinese <http://www.dwd.state.wi.us/dwd/publications/erd/doc/ERD-9212-Chinese-P.doc>

Lao <http://www.dwd.state.wi.us/dwd/publications/erd/doc/ERD-9212-Lao-P.doc>

Job Loss? Important Information Workers Need to Know to Protect their Health Coverage and Retirement Benefits

<http://www.dol.gov/ebsa/pdf/joblossposter2.pdf>

Notice to Employees About Applying for Wisconsin Unemployment Benefits

English <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7e.pdf>

Spanish <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7s.pdf>

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 <https://www.dol.gov/sites/dolgov/files/VETS/files/USERRA-Poster.pdf>

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.

Employee Rights and Responsibilities

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV



U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WHD Publication 1420 Revised January 2009

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 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.

ASPIRUS HEALTH PLAN		
Deductible period=July-June	SINGLE (July 2023)	FAMILY (July 2023)
DISTRICT COST:		
District <u>Yearly Deductible HRA Reimbursement</u> (Employee Pays zero Deductible Signature Plan) (Employee Pays First \$250 single, \$500 family of Deductible Freedom Plan)	\$2,000.00	\$4,000.00
District <u>Monthly Premium:</u> #1-Aspirus Signature Plan #2-Aspirus Freedom Plan	\$922.98 \$1079.88	\$2095.16 \$2451.33
EMPLOYEE COST:		
Employee <u>Monthly Contribution (12%):</u> #1-Aspirus Signature Plan #2-Aspirus Freedom Plan	\$110.76 \$129.59	\$251.42 \$294.16
Employees <u>Cost per Check - #1-Aspirus Signature</u> Year Round/Teacher-26 pay periods (24 Payroll Deductions) Teachers- 23 pay periods (21 Payroll Deductions) Hourly - 9 month staff (19 Payroll Deductions)	\$55.38 \$63.29 \$69.95	\$125.71 \$143.67 \$158.79
Employees <u>Cost per Check - #2-Aspirus Freedom</u> Year Round/Teacher-26 pay periods (24 Payroll Deductions) Teachers- 23 pay periods (21 Payroll Deductions) Hourly - 9 month staff (19 Payroll Deductions)	\$64.79 \$74.05 \$81.84	\$147.08 \$168.09 \$185.79

DELTA DENTAL

	SINGLE (July 2023)	FAMILY (July 2023)
DISTRICT COST:		
District <u>Yearly</u> Premium	\$483	\$1402.92
District <u>Monthly</u> Premium	\$40.25	\$116.91
EMPLOYEE COST:		
Employee <u>Monthly</u> Contribution (20%)	\$8.05	\$ 23.38
Employee <u>Cost per Check</u> :		
Year Round/Teacher-26 pay periods (24 Payroll Deductions)	\$4.02	\$11.69
Teachers- 23 pay periods (21 Payroll Deductions)	\$4.60	\$13.36
Hourly - 9 month staff (19 Payroll Deductions)	\$5.08	\$14.76

Vision Insurance Contributions- 12 months

Vision Insurance Contributions	Monthly Rate	Yearly
Employee	\$ 5.22	\$ 62.64
Employee/Spouse	\$ 10.44	\$ 125.28
Employee/Child(ren)	\$ 10.66	\$ 127.92
Family	\$ 15.88	\$ 190.56

September 2019-August 2020 (12 months)	Employee Only	Total
Year Around Staff (24 deductions)	\$ 2.61	\$ 62.64
Teacher- 26 (24 deductions)	\$ 2.61	\$ 62.64
Teacher- 23 (21 deductions)	\$ 2.98	\$ 62.64
School Year Support Staff (19 deductions)	\$ 3.30	\$ 62.64

September 2019-August 2020 (12 months)	Employee/Spouse	Total
Year Around Staff (24 deductions)	\$ 5.22	\$ 125.28
Teacher- 26 (24 deductions)	\$ 5.22	\$ 125.28
Teacher- 23 (21 deductions)	\$ 5.97	\$ 125.28
School Year Support Staff (19 deductions)	\$ 6.59	\$ 125.28

September 2019-August 2020 (12 months)	Employee/Child(ren)	Total
Year Around Staff (24 deductions)	\$ 5.33	\$ 127.92
Teacher- 26 (24 deductions)	\$ 5.33	\$ 127.92
Teacher- 23 (21 deductions)	\$ 6.09	\$ 127.92
School Year Support Staff (19 deductions)	\$ 6.73	\$ 127.92

September 2019-August 2020 (12 months)	Family	Total
Year Around Staff (24 deductions)	\$ 7.94	\$ 190.56
Teacher- 26 (24 deductions)	\$ 7.94	\$ 190.56
Teacher- 23 (21 deductions)	\$ 9.07	\$ 190.55
School Year Support Staff (19 deductions)	\$ 10.03	\$ 190.55

School District of Colby

Application for Recognition of Graduate Credit or Professional Development Plan

All Professional Growth must be submitted for prior approval to receive compensation.

Name: _____ Date: _____

GRADUATE CREDIT

Full Title of Course: _____ Course Number: _____

Number of Credits: _____ Name of College/University: _____

- Undergraduate
 Graduate

Course will be taken (Choose One):

- In residence
 By Extension
 By Correspondence
 Online

Course will begin on: _____ And terminate on: _____

Will the district, in any way, provide financing for this course, i.e., room, board, fees, etc? If so, please indicate below:

*Requests for credits must be approved before June 15th AND Official Transcripts must be submitted prior to January 31st for payment in the current fiscal year.

PROFESSIONAL PRACTICE GOAL COMPLETION

Brief Description/Activities: _____

Summative Evaluation Completion Date: _____ * Requests for PPG must be made before June 15th

Administrative Approval:

I have reviewed individual/department/building goals. The professional growth aligns with written professional practice goals.

Supervisor/Principal's Signature: _____ Date: _____

Comments:

Superintendent's Signature: _____ Date: _____

- This course request aligns with my professional practice goals, or building/department goals.
 This course/PPG will qualify me for an annual compensation increase of \$750.

Wage Schedule

NON-EXEMPT (HOURLY) STAFF NOVICE PAY/ BASE PAY

Novice pay is the starting hourly rate. After six months of employment and a performance evaluation by the immediate supervisor indicating knowledge of tasks, training opportunities, and performance satisfaction, a recommendation can be made for a raise to base pay.

Reduced Benefit option allows an employee to voluntarily elect to receive a higher wage in lieu of reduced benefits as identified in Handbook, Part III

Benefit Opt Out option allows employees to voluntarily elect to receive a higher wage in lieu of benefits as identified in Handbook, Part III

Employee Group	Novice Pay	Base Pay	Reduced Benefit Option	Benefit Opt Out
Food Service – Cooks	\$15.00	\$15.25	\$18.00	\$22.75
Instructional Aides *	\$15.00	\$15.25	\$18.00	\$22.75
Media Aides	\$15.00	\$15.25	\$18.10	\$22.85
Secretaries	\$15.00	\$15.25	\$18.10	\$22.85
Non-benefit Positions (<30 hours)	\$17.50	\$18.00		

* Instructional Aides that possess a valid Wisconsin Teaching License shall be compensated an additional \$5.00/per hour based on pay scale.

Colby School District
Support Staff Compensation Plan Adjustment

Date: _____

Employee: _____

Date of Application: _____

Position: _____

Date of Hire: _____

.....
Current Compensation Scale Placement:

\$ _____ Novice Pay Rate: \$ _____ /Hr. to Base Pay Rate \$ _____

\$ _____ Current Pay Rate + \$ _____ Performance Increment = \$ _____ /Hr. = \$ _____ /Hr.

.....
 EMPLOYEE APPLICATION FOR CONSIDERATION FOR ADDITIONAL COMPENSATION

SUPERVISOR'S RECOMMENDATION FOR CONSIDERATION FOR COMPENSATION PLAN ADJUSTMENT

 ___ Base Level – **Evaluation Attached**

 ___ Performance Level – **Evaluation Attached**

 ___ Service Increment - **Automatically Adjusted by District Payroll Office**

 ___ Other (Change in Job Classification to: _____)

 ___ Other (Change in Hours to: _____)

 ___ Other (Please Specify: _____)

SIGNED: _____

.....
RATIONALE:

Approved

Not Approved

SIGNED: _____

Supervisor

DATE: _____

Colby School District
Support Personnel – Additional Training Record

Employee _____ Date Submitted _____

TRAINING REQUESTED: Workshop/Activity Description

Offered By: _____

Dates of Attendance/Study: _____ to _____

Number of Hours _____ [Attach Documentation of Hours Devoted to Activity/Study]

Payment: \$ _____ by Colby School District

\$ _____ by Participant*

.....
APPROVAL FOR TRAINING:

- Enrollment for Training is Authorized
 Training Qualifies for Salary Enhancement Upon Completion*
(See "Certification – Completion of Training" Below)

Supervisor

Date

.....
CERTIFICATION - COMPLETION OF TRAINING

I hereby certify that I have completed the approved training program authorized above and have presented completion certification to my supervisor. Documentation of workshop/training activity is attached.

Signature of Employee

Date

Training qualifies for salary schedule enhancement.

Supervisor's Signature

Date

.....
FOR OFFICE USE ONLY - [To Be Recorded Upon Completion of Approved Training]:

Number of Hours Eligible for Salary Schedule Enhancement: _____

Date Recorded: _____

Colby School District Extra-curricular and Co-curricular Wage Schedule

	POINTS	\$105.00 PER POINT VALUE
FOOTBALL		
Varsity Head Coach	26	\$2,730.00
Varsity Assistant Coach	23	\$2,415.00
Varsity Assistant Coach	23	\$2,415.00
Ninth Grade Coach	21	\$2,205.00
Ninth Grade Coach	21	\$2,205.00
Middle School Head Coach	15	\$1,575.00
Middle School Assistant Coach	11	\$1,155.00
Middle School Assistant Coach	11	\$1,155.00
CROSS COUNTRY		
Head Coach	22	\$2,310.00
Assistant Coach	17	\$1,785.00
Middle School Head Coach	15	\$1,575.00
VOLLEYBALL		
Varsity Head Coach	22	\$2,310.00
Varsity Assistant Coach	19	\$1,995.00
Ninth Grade Coach	16	\$1,680.00
Middle School Head Coach	14	\$1,470.00
Middle School Assistant Coach	10	\$1,050.00
SWIMMING-GIRLS		
Varsity Head Coach	22	\$2,310.00
Varsity Assistant Coach	19	\$1,995.00
Middle School Coach	14	\$1,470.00
Middle School Assistant Coach	10	\$1,050.00
BASKETBALL - BOYS		
Varsity Head Coach	26	\$2,730.00
Varsity Assistant Coach	21	\$2,205.00
Ninth Grade Coach	19	\$1,995.00
Middle School Head Coach	13	\$1,365.00
Middle School Assistant Coach	9	\$945.00
BASKETBALL - GIRLS		
Varsity Head Coach	26	\$2,730.00
Varsity Assistant Coach	21	\$2,205.00
Ninth Grade Coach	19	\$1,995.00
Middle School Head Coach	13	\$1,365.00
Middle School Assistant Coach	9	\$945.00
WRESTLING (COOP W/ABBOTSFORD)		
Varsity Head Coach	26	\$2,730.00
Varsity Assistant Coach	21	\$2,205.00
Assistant Coach	19	\$1,995.00
Middle School Head Coach	13	\$1,365.00
Middle School Assistant Coach	9	\$945.00
TRACK - BOYS & GIRLS		
Varsity Head Coach	20	\$2,100.00
Varsity Assistant Coach	17	\$1,785.00

Varsity Assistant Coach	17	\$1,785.00
Varsity Assistant Coach	17	\$1,785.00
Middle School Head Coach	13	\$1,365.00
Middle School Assistant Coach	9	\$945.00
BASEBALL		
Varsity Head Coach	22	\$2,310.00
Varsity Assistant Coach	19	\$1,995.00
GOLF		
Varsity Head Coach	17	\$1,785.00
Varsity Assistant Coach	13	\$1,365.00
SOFTBALL		
Varsity Head Coach	22	\$2,310.00
Varsity Assistant Coach	19	\$1,995.00
Varsity Assistant Coach	19	\$1,995.00
CO-CURRICULAR		
Educators Rising	7	\$735.00
FBLA Head Advisor	7	\$735.00
FBLA Assistant Advisor	6	\$630.00
FCCLA Advisor	7	\$735.00
FFA Advisor	8	\$840.00
Assistant FFA Advisor	6	\$630.00
Newspaper Advisor	10	\$1,050.00
Pep Band Instructor	10	\$1,050.00
Show Choir Advisor	10	\$1,050.00
Show Band Advisor	9	\$945.00
Skills USA Advisor	7	\$735.00
Skills USA Ass't	6	\$630.00
EXTRA-CURRICULAR		
Annual Advisor	13	\$1,365.00
Annual Assistant Advisor	6	\$630.00
Cheerleading/Pom Pon/Dance Advisor - per season	5	\$525.00
Chess Team Advisor *	5	\$525.00
Drama Advisor	13	\$1,365.00
Assistant Drama Advisor	10	\$1,050.00
Musical Instrumental Director	5	\$525.00
Musical Vocal Director	5	\$525.00
Foreign Language Advisor	7	\$735.00
Forensics Advisor	11	\$1,155.00
Forensics Assistant Advisor	5	\$525.00
Madrigal Director	5	\$525.00
Math Team Advisor *	5	\$525.00
NHS Advisor - HS	5	\$525.00
NHS Advisor - MS	3	\$315.00
Prom Head	3	\$315.00
SADD Advisor	5	\$525.00
Special Olympics - Head Coach - per season	5	\$525.00
Special Olympics - Ass't Coach - per season	3	\$315.00
Student Advisor - Academic Competition *	5	\$525.00
Student Council Advisor - HS	8	\$840.00
Student Council Advisor - MS	3	\$315.00

Water Ballet Head	8	\$840.00
Water Ballet Assistant	3	\$315.00
* Interscholastic Competition		

Point Value=\$105, IF Position Points Value is:
 Greater than 18, then 1 pt. for every 2 years of service
 9-17, then 1 pt. for every 3 years of service
 1-8, then 1 pt. for every 4 years of service

Colby School District

Teacher Substitute Pay Schedule

CATEGORY	WAGE
Short-Term Per Diem Substitute (School Lunch Included)	\$125/Day
AFTER 20 Days (In a School Year)	\$135/Day
AFTER 40 Days (In a School Year)	\$145/Day
Long-Term Per Diem Substitute (If employee works more than ten (10) days in the same position, then the long-term rate applies beginning with the first day, unless the nature of the assignment is known in advance, in which case payment will begin on first day.)	\$203.95/Day
6 th -12 th Grade Teacher Substituting in a Classroom	\$13.50/1-30 Minutes \$27/31-60 Minutes
PreK-5th Grade Teacher Substituting in a Classroom* *Teacher doubles up classrooms with additional students for staff absences when a sub is unavailable.	\$27/More than 30 Minutes \$54/More than 4 Hours
Homebound or Alternative Site Instruction	\$27/Hour
Voluntary Assignment During Lunch Period	\$18/Hour

Colby School District

Support Staff Substitute Pay Schedule

CATEGORY	HOURLY RATE
Food Service – Computer/Server	\$14.00
Food Service – Cook	\$14.00
Instructional Aides	\$14.00
Media Aides	\$14.00
Secretaries	\$14.00

The District will compensate support staff (hourly) substitutes with an additional lump sum “bonus” of \$150.00 following each 10 days worked for the school district.