

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.

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

1.02 Standard for Discipline and Termination

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

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.

SECTION 1. DISCIPLINE AND DISCHARGE

1.01 Length of Probationary Period

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

1.02 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*.

1.03 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.

1.04 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.

1.05 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 2. HOURS OF WORK AND WORK SCHEDULE

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 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.

COLBY SCHOOL DISTRICT

Extra Duty Wage Schedule

Carl Perkins Staff Coordinator	\$ 450.00
Chemical Hygiene Coordinator	\$ 652.80
Steering Committee - Elementary, MS, HS	\$ 489.60
Substitute Caller Grades K-4	\$1,575.00
Substitute Caller Grades 5-12	\$2,100.00
Sustainability Coordinator	\$ 652.80
Teacher Mentors	\$ 510.00
Wellness Coordinator	\$ 652.80
Instructional Technology District Coordinator	\$2,500.00
Instructional Technology High School, Middle School, or Elementary Support	\$1,500.00
After School Study Club Coordinator	\$1,000.00
Teacher Overload Assignment	\$1,000/semester
Curriculum Study	\$ 12.50 per hour
Summer School	\$ 24.00 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)
Weight Room Supervision	\$24.00 per hour (Certified Staff) Regular Rate of Pay w/OT as applicable (Hourly Staff)
Detention	\$24.00 per hour (Certified Staff) Regular Rate of Pay w/OT as applicable (Hourly Staff)
LEA Rep. for IEP Meetings	\$24.00 per hour (Certified Staff) AND Approval of SPED Director
Study Team	\$24.00 per hour (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)	\$ 36.00 per event
Ticket Takers, Ticket Sellers, Timers, Scorekeepers, Yard Keepers, Down Keepers (per athletic event)	\$ 27.00 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.	

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
Maintenance	\$15.00	\$15.25	\$18.25	\$22.25
Custodians	\$12.00	\$12.25	\$15.25	\$19.25
Housekeeping	\$10.00	\$10.25	\$13.25	\$17.25
Food Service – Cooks	\$10.10	\$10.35	\$14.50	\$19.25
Food Service – Computer/Server	\$9.25	\$9.50	\$13.75	\$18.00
Instructional Aides	\$10.10	\$10.35	\$14.50	\$19.25
Media Aides	\$10.20	\$10.45	\$14.60	\$19.35
Secretaries	\$10.20	\$10.45	\$14.60	\$19.00

NON-EXEMPT HOURLY EMPLOYEES (SUPPORT STAFF)

PART III, SECTION 1 BENEFIT SELECTION AND COMPENSATION OPTION

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)