

## 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.
  - 1. ~~Regular Full-time Employee: Regular full-time employees are defined as one who works 35 or more hours per week for a school year (180 days) or more per year.~~
  - 2. ~~Regular Part-time Employee: Regular part-time employees are defined as one who works a school year or more, but less than 35 hours per week, or less than 180 days.~~
  - 3. ~~Exclusions: A regular full-time or regular part-time 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 persons 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. 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, 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.

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.



Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with District Policy [Policy #511](#) and [Rule #511](#).

### 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 Act

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

### 2.06 Immigration Law Compliance

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

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

### 2.07 Harassment and Bullying

- 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 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. **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:

1. Substantially interfering with any employee's work or a student's education;
2. Substantially interfering with a person's ability to participate in or benefit from any school activity or program;
3. Endangering the health, safety, or property of the target(s) of the behavior;
4. Creating a threatening, intimidating, hostile, or offensive environment within any District school, activity, or program; or
5. 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.

D. **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. District staff will be required to sign an acknowledgment of receipt of the policy and procedure on an annual basis. Training shall be conducted annually on this policy for all staff in the District.

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of harassment and bullying. The District shall not tolerate harassment based on any personal characteristic described above in section 2.02. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

- C. ~~Unwelcome sexual advances, comments or innuendos;~~
- D. ~~Physical or verbal abuse;~~
- E. ~~Jokes, insults or slurs based on any personal characteristic described above in section 2.02 (Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks);~~
- F. ~~Taunting based on personal characteristics described above in section 2.02; and/or~~
- G. ~~Requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.~~

~~“Bullying” includes, but is not limited to, physical intimidation or assault, extortion, oral or written threats, teasing, name calling, put-downs, threatening looks, false rumors, false accusations, retaliation for reporting harassment or bullying, and similar activities.~~

~~All employees are responsible for ensuring that harassment and bullying do not occur. It is the intent of the District 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 potential harassment or alleged harassment to their immediate supervisor or designated equal employment officer. Employees who fail to report incidents of potential harassment or alleged harassment, as described above, may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to harassment complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal.~~



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.

### 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



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 All applying for a position are 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; and
- 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. Knowingly



~~falsifying information shall be sufficient grounds for termination of employment.~~

- C. **Has any pending criminal charges filed against him or her.**
- D. Additionally, all persons applying for any position **shall** ~~may~~ 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** ~~will~~ 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. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited by enumeration: employee identification badges and the key fob for building entry. District equipment borrowed for short term use should be returned the first work day after project completion.

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

The District seeks to provide a safe drug-free workplace for all of its employees.

- A. Prohibited Acts - Drugs and Alcohol: Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.
- B. Tobacco 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, nor in the presence of students at school or school-related activities except as provided for below. ([Board Policy #522.1](#)) Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. §120.12(20), Wis. Stats.  
A "tobacco product" includes, for example, chewing tobacco, 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 (i.e., 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.
- C. Drug-Free Awareness Program: The District shall distribute drug-free awareness information to employees regarding the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. ([Board Policy #522.1](#)) and 41 U.S.C. § 702(a) (1).
- E. Reasonable Suspicion Testing: All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable suspicion cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A trained supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- E. Consequence for Violation: Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District's policies and rules is mandatory and is a condition of employment.
- F. Notification of Conviction: As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate



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. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity or consanguinity to another employee or applicant shall not participate in any decision to hire, retain, promote, evaluate or determine the salary of that person.
- B. Definition: For the purposes of this *Handbook*, a "relationship by affinity" is defined as one that includes, but is not limited to, a relationship which an individual has with his or her spouse, designated partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling, adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-dependent [for example sharing the same place of residence]. A "relationship by consanguinity" is defined as a relationship which an individual has with a blood relative that extends to first cousin. The phrase "decision to hire" includes every aspect of the hiring process.
- C. Employee Reporting Requirements: Should a District employee be called upon to participate in a decision to hire, retain, promote, evaluate, or determine the salary of a person related to him or her by affinity or consanguinity, as defined above, the employee shall refrain from participating in such decision and shall instead delegate his or her decision making authority regarding that person to the District Administrator or his or her designee. Should the District Administrator be called upon to participate in a decision to hire, retain, promote, evaluate or determine the salary of a person related to him or her by affinity or consanguinity as defined above, he or she shall refrain from participating in such decision and shall instead delegate his or her decision making authority in regard to the employment status of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another employee of the District.

### 3.25 Operators of District Vehicles, Mobile Equipment and Persons Who Receive Travel Reimbursement

- A. Allowances or Mileage Reimbursement: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement may be requested to undergo an annual driver's license record check. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, pallet jacks, trenchers, and golf carts. Mileage reimbursement amounts are set forth in [Part I, Section 7.01](#). It is expected that employees drive a school vehicle when applicable, and all planned mileage reimbursements should be preapproved by administration.
- B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisors immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the District Administrator. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.
- C. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. *See* WIS. STAT. § 121.52(2).
- D. Personal Transportation Utilized for School Use

***\*Employee Transportation of Students in Personal Vehicles is Strongly Discouraged\****

#### 1. Car Insurance

**Editor's Note: § 121.555(2)(a) requires insurance coverage with at least \$10,000 in property damage coverage, \$25,000 in bodily injury coverage for each person and \$50,000 total limit for each accident. The minimum insurance requirements specified below exceed the minimum required by state law.** Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability, \$250,000/\$500,000 bodily injury and \$100,000 property damage. A minimum of private car transportation will be utilized.



Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle. . *See Wis. Stats. § 121.555.*

2. Operator Requirements. Employees who transport students in a motor vehicle transporting 9 or less passengers in addition to the operator or who transport students in a motor vehicle described in § 121.555(1)(b) shall be subject to the following operator requirements:
  - a. The operator shall possess a valid operator's license from Wisconsin or any state other than Wisconsin and includes the District of Columbia, the commonwealth of Puerto Rico and any territory or possession of the United States, any federal military installation located within the territorial boundaries of Wisconsin and any province of the Dominion of Canada.
  - b. The operator shall be at least 18 years of age.
  - c. The operator shall have sufficient use of both hands and the foot normally employed to operate the foot brake and foot accelerator. *[Editor's Note: § 121.555 (2)(cm) allows a school board to waive this operator requirement for operators who pass a special driving examination conducted by the Department of Transportation.]*
  - d. The operator shall submit at least once every three years a statement from his or her health care provider stating that the operator is not afflicted with or suffering from any mental or physical disability or disease such as to prevent the operator from exercising reasonable control over a motor vehicle.
3. Personal Vehicle Reimbursement

Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion, provided the District's maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of five hundred dollars (\$500.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.
4. All transportation will be done in accordance with Board policy.

### **3.26 Outside Employment**

Outside employment is regarded as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. The School Board expects employees to devote maximum effort to the position in which employed. An employee will not perform any duties related to an outside job during regular working hours or for professional employees during the additional time that the responsibilities of the District's position require; nor will an employee use any District facilities, equipment or materials in performing outside work. When the periods of work are such that certain evenings, days or vacation periods are duty free, the employee may use such off-duty time for the purposes of non-school employment.

### **3.27 Personal Appearance/Staff Dress Code**

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

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

### **3.28 Personal Property**

- A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to



safeguard them. The District is not liable for vandalism, theft or any damage to cars parked on school property.

- 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



- 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.

## **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;



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, applicable emergency 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 comptroller, 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.

### **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.



## SECTION 13. UNIFORMED SERVICES LEAVE

### 13.01 Uniformed Services Leave of Absence

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this *Handbook*.

The “uniformed services” consist of the following [20 CFR § 1002.5(o)]:

- A. Army, Navy, Marine Corps, Air Force and Coast Guard
- B. Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve
- C. Army National Guard and Air National Guard
- D. Commissioned Corps of the Public Health Service
- E. Any other category of persons designated by the President in time of war or emergency

### 13.02 Seniority/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 and active duty for training
- B. Initial active duty for training
- C. Inactive duty training
- D. Full-time National Guard duty
- E. Absence from work for an examination to determine a person’s fitness for any of the above types of duty
- F. Funeral honors duty performed by National Guard or Reserve members
- G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). *See* 42 U.S.C. § 300hh-11(d).

### 13.03 Request for Uniformed Services Leave

When time permits, the request for a reserve military leave should be as far in advance as possible so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the District Administrator or his/her designee.

## SECTION 14. UNPAID LEAVES OF ABSENCE

### 14.01 Medical Leave

- A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the date that other available leave (FMLA, accumulated sick leave, etc.) would be exhausted. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose. The request must be accompanied by a physician’s statement attesting to the medical condition(s), work limitations, and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year from the date the employee last performed work for the District. ~~unless the employee is eligible for long-term disability benefits as provided for under [Part I, Section 15.05](#). If the employee is eligible for long-term disability benefits at the time any request for unpaid medical leave is being evaluated, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months. Unpaid~~



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 «First\_Name» «Last\_Name», an «Position» 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 «FTE» FTE for «DaysYear» contract days during the 2014-15 school year for the sum of \$«Salary», subject to the deductions required by law, payable in bi-weekly installments beginning with the pay period ending August 22, 2014, 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 August 27, 2014.
4. It is further agreed, that said Teacher, shall be entitled to benefits and leave as identified in the Employee Handbook (prorated based on FTE).
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 officer, faculty counselor, 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. It is further agreed, the teacher must submit his or her resignation and amount of liquidated damages in accordance with the preceding provisions. The Board, at its discretion, may thereafter accept the teacher's resignation and liquidated damages and release him or her from the teaching contract. The Board retains the right to refrain from releasing the teacher from his/her contract until a suitable replacement has been hired.
11. 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 September 26, 2014.

Dated this 17th day of September 2014.

By [Signature] 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.

«First\_Name» «Last\_Name»

Date

Address



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 shall**, at a minimum make up all **days**/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (**days and hours**) 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.



## 4.02 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator will be certified by the DPI. The administrator may be a District employee or a non-District employee who is a certified administrator. Prior to the first student contact day, the District will provide the employees with their placement within the supervision and evaluation rotation cycle. The District may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.

## 4.03 Evaluation Process – Conditions for All Employees

### A. Basic Requirements

1. A new employee shall be formally evaluated at least two time(s) during the first year of employment. The first evaluation shall consist of a pre-conference, observation and post-conference. The first two evaluations must be completed prior to February 15.
2. A continuing employee shall be formally evaluated every school year, every second school year, or every third school year at the discretion of the District.
3. All required observations must be completed by May 31st.
4. All formal observations will be followed by a conference with the administrator. This conference will take place as soon as practical following the actual observation.
5. Assistance, recommendations and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.

- B. Acknowledgement of Receipt and Response: The teacher will acknowledge receipt of all documents related to supervision and evaluation by signing and dating the document within ten (10) school days. The teacher shall have the right to attach a report with any remarks concerning the document(s). Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument to be placed in the personnel file. A teacher may attach a response to any document related to this process after the teacher's receipt of the evaluation document(s) listed above. The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content. The following statement shall be part of the instrument:

*"The signatures do not indicate agreement or disagreement but merely certify that the 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 supervisor. **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 in the Administrative Procedures Manual #538 or on the website at [www.colby.k12.wi.us](http://www.colby.k12.wi.us).
- 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



according to the procedures set forth above may, at its discretion, transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator and/or his/her designee which will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. An employee who is involuntarily transferred and 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, 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 1<sup>st</sup>, but before August 1<sup>st</sup>.
    - b. Seven hundred and fifty dollars (\$750.00) if the employee's resignation is effective on or after August 1<sup>st</sup>, 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 15<sup>th</sup>, or whose resignation is tendered and effective after the end of the school year, but before July 1<sup>st</sup>.
  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.



### **3.10 Other Employment during Layoff**

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

## **SECTION 4. ASSIGNMENTS, VACANCIES AND TRANSFERS**

### **4.01 Determination of Assignment**

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

### **4.02 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.

### **4.03 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.

### **4.04 Selection Process**

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

### **4.05 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.

### **4.06 District Ability to Determine Job Description**

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

### **4.07 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.

### **4.08 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 5. PAID VACATION**

### **5.01 Notice**

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

### **5.02 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:

<b>Number of Years Worked</b>	<b>Vacation Days Earned</b>
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 1<sup>st</sup>. 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.

### **5.03 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.

### **5.04 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.

### **5.05 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.



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 Colby School District Employee Pension Plan or 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. prior to February 1 of the calendar year in which they intend to retire from an employer contributing to the Wisconsin Retirement System.

#### 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. 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) 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



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**

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) to serve as a credit for the retiree for use in the payment of the premium for health insurance / medical expenses through the District until the employee becomes entitled to Medicare.

- 1) Effective with the 2011-12 school year, 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 benefits upon retirement. The HRA may be funded or unfunded as determined by the District unless otherwise required by law.
- 2) The HRA benefit shall accrue to the employee (subject to the terms of this provision) at the completion of the employee's sixth full year of service in the Colby School District. Full year is defined as "full time" (1.0 FTE) and prorated based on FTE specified in the employee's letter of appointment with the District.
- 3) 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.
- 4) There is no cash equivalency benefit available under this provision for the retiree or any surviving spouse.

### **D. Payment of Benefit**

- 1) 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.
- 2) Retired employees may use the HRA credit to receive reimbursement for qualifying health insurance through the District or to receive reimbursement of qualifying health insurance / medical expenses 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 1) above Part II, Section 8, D(1).
- ~~4) Any retiree who fails to provide notice to the District as provided in Part II, Section B within twelve (12) months of their retirement, shall forfeit this benefit.~~
- 5) The District reserves the right to modify this benefit offering at any time or cease it in its entirety including for retirees in pay status. 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.



# COLBY SCHOOL DISTRICT

## Extra Duty Wage Schedule

Carl Perkins Staff Coordinator	\$ 450.00
Chemical Hygiene Coordinator	\$ 652.80
Coursework Completion System District Coordinator	\$1,200.00
Little Stars Preschool Center Lead	\$3,500.00
Steering Committee - Elementary, MS, HS	\$ 489.60
Student Information System District Coordinator	\$1,600.00
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
WSLS/ISES District Coordinator	\$1,200.00

Teacher Overload Assignment	\$1,000/semester
Curriculum Study	\$ 12.50 per hour
Homebound Instruction	\$ 12.50 per hour
Summer School	\$ 24.00 per hour
Teacher Substituting in a Class	\$7.50 FOR 1-30 minutes \$15.00 for 31-60 minutes
Volunteer Assignment During Lunch Period	\$ 15.00 per hour
Event Supervisor (Crowd Control)	\$ 9.00 per hour
Ticket Takers, Ticket Sellers, Timers	\$ 9.00 per hour
Scorekeepers, Yard Keepers, Down Keepers (per athletic event)	

Chaperones	\$ 20.00 per trip for 0 – 60 miles
(for any approved bus trip at a time other than during regular school hours)	\$ 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.**



## COLBY SCHOOL DISTRICT Seasonal Employee Wage Schedule

	First Season of Employment	Third Season of Employment	Fifth Season of Employment	Seventh Season of Employment
<b>Custodial</b>	\$8.95/Hour	\$9.20/Hour	\$9.45/Hour	\$9.70/Hour
<b>Lifeguard*</b>	\$9.50/Hour	\$10.00/Hour	\$10.50/Hour	\$11.00/Hour
<b>Summer Recreation Community Ed.** Licensed Teacher Non-Licensed</b>	\$24/Hour \$14-20/Hour	\$25/Hour \$15-21/Hour	\$26/Hour \$16-22/Hour	\$27/Hour \$17-23/Hour

\* Lifeguards must hold proper certification and be eligible for a work permit.

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.