

SCHOOL DISTRICT OF COLBY EDUCATION CENTER

DR. STEVEN KOLDEN, SUPERINTENDENT

FINANCIAL AFFAIRS COMMITTEE MEETING

**MONDAY, SEPTEMBER 17, 2012
7:00 PM
COLBY DISTRICT EDUCATION CENTER**

OPEN MEETING

AGENDA

- 1) Review Invoices & Receipts

Committee Members Include: Todd Schmidt, Chair
Eric Elmhorst
Seth Pinter

SCHOOL DISTRICT OF COLBY EDUCATION CENTER

STEVEN KOLDEN, SUPERINTENDENT

REGULAR SCHOOL BOARD MEETING

Monday, September 17, 2012 – 7:30 PM

Colby District Education Center

MEETING NORMS

- *The Board President will actively monitor our interactions.*
- *We will actively listen and not interrupt others.*

AGENDA:

1. CALL TO ORDER / ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. NOTICE OF POSTING
4. PUBLIC PARTICIPATION
5. BOARD COMMENDATIONS
5.01 –Laurie Heggard, National School Lunch Week
6. INFORMATION ITEMS:
 - 6.01 Correspondence
 - 6.02 Student Representative’s Report – Nathaniel Underwood
 - 6.03 Superintendent’s Report – Steve Kolden [Verizon; Ruder Ware 09/12/12; WIAA Officials Commendation; Elementary Principal Duties; Race To The Top Federal Grant; Ice Machine in Weight Room; HS Study Hall Supervision; Spice Work]
7. CONSENT AGENDA
 - 7.01 Minutes from the August 20, 2012 Regular Meeting
 - 7.02 Requests for Out-of-State Travel (If Any)
 - 7.03 Approve Board Member Attendance at Meetings Other Than Regular, Special or Committee Meetings
 - 7.03-1 Ruder Ware – September 26, 2012
 - 7.03-2 WASB Fall Regional Meeting – September 27, 2012
 - 7.04 Approve Board Member Expenses for Travel Outside the District
 - 7.04-1 Ruder Ware – Wausau, WI
 - 7.04-2 WASB Fall Regional Meeting – Rothschild, WI
 - 7.05 Staff Resignations/Retirements/Leave Requests
 - 7.05-1 Elissa Trautlein, Colby Elementary Special Education Teacher (Effective when a suitable replacement is found.)
 - 7.06 Personnel – Transfers / New Hires
 - 7.06-1 Barb Soback, Colby Elementary Lunch Server
 - 7.06-2 Lilia Hernandez, .5 FTE Little Stars ELL Paraprofessional
8. REGULAR BUSINESS – CONSIDERATION OF:
 - 8.01 Agenda Items Moved From Consent Agenda
 - 8.02 Recommendation of Finance Committee
9. DISCUSSION INFORMATION
 - 9.01 Consideration of Reports of Board Members’ Attendance at Seminars and Workshops
 - 9.02 2012-13 Preliminary Budget
 - 9.03 Neillsville Update
 - 9.04 ACT Scores
 - 9.05 Annual Meeting – Agenda Revisions

10. ACTION INFORMATION
 - 10.01 Sale of Neillsville Property (May be moved to closed session.)
 - 10.02 Employee Handbook Revisions
 - 10.03 First Reading Policy #110 – Educational Philosophy
 - 10.04 Approve Bid for Replacement of Carpet in Neillsville
 - 10.05 RTTT Memo of Understanding
11. CONVENE TO CLOSED SESSION PER WISCONSIN STATUTES 19.85 (1) FOR THE PURPOSES OF:
 - c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
 - d) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

The Board will consider:

 - 11.01 Agenda Items Moved From Consent Agenda
 - 11.02 Sale of Property (if moved from open session)
 - 11.03 Transportation Contracts
 - 11.04 Individual Staff Performance
 - 11.05 Superintendent Evaluation
 - 11.06 Reconvene in Open Session
12. THE BOARD WILL RECONVENE IN OPEN SESSION IMMEDIATELY UPON COMPLETING THE CLOSED SESSION TO TAKE ACTION, IF NECESSARY, ON SELECTED MATTERS DISCUSSED IN CLOSED SESSION.
13. IDENTIFY ITEMS FOR NEXT AGENDA
 - 13.01 Schedule Meetings:
 - 13.01-1 Financial Affairs Committee Meeting – October 15, 2012 @ 7 PM
 - 13.01-2 Regular Board of Education Meeting – October 15, 2012 @ 7:30 PM
 - 13.01-3 Facilities and Transportation Committee Meeting – ?
 - 13.01-4 Personnel Committee Meeting – ?
 - 13.01-5 Policy and Curriculum Committee Meeting – ?
 - 13.01-6 Annual Meeting – September 24, 2012 @ 8 PM, HS Theater
14. ADJOURNMENT

Date: August 20, 2012
To: School District Administrators
From: Tony Evers, PhD, State Superintendent *TE*
Subject: National School Lunch Week – October 15-19, 2012

I am pleased to present the enclosed proclamation recognizing October 15-19, 2012, as National School Lunch Week. The proclamation recognizes the significant contributions of school nutrition staff and the importance of a nutritious, well-balanced school lunch to the health, well-being, and education of children.

The proclamation may be used in conjunction with other activities to promote National School Lunch Week and may be accessed on the Department of Public Instruction website at <http://dpi.wi.gov/fns/nslp1.html>. You may also visit the School Nutrition Association's website at www.schoolnutrition.org/Level2_NSLW2012.aspx?id=16976 to learn more about how to celebrate.

jcp

Enclosure

WISCONSIN DEPARTMENT OF PUBLIC INSTRUCTION

A Proclamation

Whereas The National School Lunch Program plays an important role in helping to ensure that every child in the nation starts school ready to learn, because a hungry or undernourished child is less likely to be an eager and attentive student; and

Whereas The National School Lunch Program has demonstrated a national commitment to the promotion of our children's health and well-being, allowing children to concentrate on graduating with the skills and knowledge they need to be successful in the workplace or toward further studies, a primary goal of Every Child a Graduate; and

Whereas In Wisconsin, 2,500 public and private schools serve more than 556,000 lunches each school day; and

Whereas The success of this effort is due largely to resourceful and creative local food service administrators, managers, and staff working in cooperation with parents, teachers, community groups, government personnel, and students; and

Whereas In recognition of the contribution of the National School Lunch Program, Congress has designated the week beginning with the second Sunday in October of each year as National School Lunch Week and has requested the President to issue an annual proclamation calling for an appropriate observance;

Therefore, be it resolved that I, Tony Evers, State Superintendent of Public Instruction, do hereby proclaim October 15-19, 2012, as

NATIONAL SCHOOL LUNCH WEEK

IN THE STATE OF WISCONSIN, AND I COMMEND THIS OBSERVATION TO ALL CITIZENS.



A handwritten signature in black ink that reads "Tony Evers".

State Superintendent of Public Instruction



September
Band Packet

August 30, 2012

Mr. Kolden and the Colby School Board:

Attached is a letter from Joan Winkler, Meet Referee for the May 2012 Regional Track and Field Meet that was hosted at Colby High School. It appears that Joan was extremely happy and impressed with the facility and a huge thanks goes out to meet manager Tami Seefluth for organizing and running the meet.

Colby will once again be hosting the regional track and field meet in the spring of 2013.

Jim Hagen
Colby Middle School Principal/Activities Director



WISCONSIN INTERSCHOLASTIC ATHLETIC ASSOCIATION

5516 Vern Holmes Drive • Stevens Point, WI 54482-8833
Phone: 715-344-8580 • Fax: 715-344-4241 • Email: info@wiaawi.org • Web site: www.wiaawi.org

TO: Regional & Sectional Track & Field Tournament Managers
FROM: Marcy Thurwachter, Assistant Director
DATE: June 21, 2012
SUBJECT: Evaluation of Regional/Sectional Meets

Please find enclosed a copy of the evaluation form submitted by the Meet Referee from last spring's regional and/or sectional track meet. I hope that you will find this information helpful for your regular home track meets as well as future WIAA meets that you might host.

On behalf of the WIAA, I would like to express our appreciation of your efforts in making this past track season a success. I truly hope that you will continue your interest in hosting either the regional or sectional meets in the future.

DAVE ANDERSON
EXECUTIVE DIRECTOR
danderson@wiaawi.org

WADE LABECKI
DEPUTY DIRECTOR
wlabecki@wiaawi.org

DEBRA HAUSER
ASSOCIATE DIRECTOR
dhauser@wiaawi.org

TOM SHAFRANSKI
ASSISTANT DIRECTOR
tshafranski@wiaawi.org

MARCY THURWACHTER
ASSISTANT DIRECTOR
mthurwachter@wiaawi.org

TODD CLARK
COMMUNICATIONS DIRECTOR
tclark@wiaawi.org

Attn: Sheila

Fax# 715 344 4241

2012 Track & Field Regional/Sectional Facility & Administrative Evaluation

Host Site: Colby
 Meet Referee: Joan Winkler

Facility Evaluation		EXCELLENT	ACCEPTABLE	NEEDS IMPROVEMENT
Pole Vault				
	Runway	X		
	(Surface, Length)	X		
	Box Collar	X		
	Landing System	X		
	Additional Padding	X		
	Standards	X		
High Jump				
	Apron	X		
	(Surface, Size)	X		
	Landing System	X		
	Additional Padding	X		
	Standards	X		
Long/Triple Jump				
	Runway	X		
	(Surface/Length)	X		
	Take-Off Board	X		
	Pit (Quantity/Quality of Sand)	X		
Shot Put				
	Ring Surface	X		
	Toe Board	X		
	Sector Markings	X		
	Landing Area (easy to mark)	X		
Discus				
Landing area slopes downhill - not level -	Cage		X	
	Ring Surface	X		
	Sector Markings	X		
	Landing Area (easy to mark)		X	
Running Track				
	Surface	X		
	(allows 1/4" spikes, drains well, no patching)	X		
	Marking	X		
Equipment				
	Hurdles	X		
	Starting Blocks	X		
	Scale for implements	X		
	Tape measures		X	
	Brooms, rakes, shovels	X		
Bleachers		X		
Restrooms		X		
PA System		X		

Host Site: Colby
 Meet Referee: Joan Winkler

Administrative Evaluation	EXCELLENT	ACCEPTABLE	NEEDS IMPROVEMENT
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Meet Manager	EXCELLENT	ACCEPTABLE	NEEDS IMPROVEMENT
Communication	X		
Organization	X		
Overall	X		

Clerk of Course	EXCELLENT	ACCEPTABLE	NEEDS IMPROVEMENT
Knowledge of rules	X		
Thoroughness	X		
Efficiency	X		
Overall	X		

Announcer	EXCELLENT	ACCEPTABLE	NEEDS IMPROVEMENT
	X		

Event Officials	EXCELLENT	ACCEPTABLE	NEEDS IMPROVEMENT
Pole Vault	X		
High Jump	X		
Long/Triple Jump	X		
Shot Put			X
Discus	X		

Umpires	EXCELLENT	ACCEPTABLE	NEEDS IMPROVEMENT
	X		

Scorer	EXCELLENT	ACCEPTABLE	NEEDS IMPROVEMENT
PT timing	X		

Timers/Finish Judges	EXCELLENT	ACCEPTABLE	NEEDS IMPROVEMENT
PT timing	X		

Any additional comments on the facility or administration of the meet: the facility was certainly ready for the Regional Meet & well-maintained - Tami (Meet Manager) was fabulous to work with

Recommend returning to facility (circle one): Yes No

REGULAR MEETING MINUTES
BOARD OF EDUCATION – SCHOOL DISTRICT OF COLBY
MONDAY, AUGUST 20, 2012
COLBY DISTRICT/EDUCATION CENTER

The Regular School Board Meeting on August 20, 2012, was called to order at 7:35 p.m. at the Colby District Education Center by Board President, William Tesmer. Members present were, Eric Elmhurst, Todd Schmidt, Seth Pinter, Dennis Engel and William Tesmer. Also present were Superintendent Steven Kolden and Kristen Seifert. Donna Krueger and Cheryl Ploeckelman were absent.

The meeting notice was posted according to the requirements of the open meeting law.

Mr. Tesmer recognized Chris Thieme with a plaque for her 49.5 years of service to the Colby School District.

The District received a thank you from the William Young, Jr. family.

No student report.

Dr. Kolden reviewed a letter from DPI regarding sequestration and how this will impact the Colby School District. Mr. Kolden then gave an update on the PLC conference staff attended in Minneapolis and a book available to the board titled “PLC School Board Fieldbook-Leading with Vision”. There is an upcoming PLC conference available to the board in Cadott on Monday, August 27. The Board received information regarding two upcoming seminars being held by Ruder Ware in Wausau. Mr. Kolden invited the Board to the Welcome Back Inservice for all staff on Wednesday, August 29. Mr. Kolden reviewed a letter received from DPI stating that Colby School District meets the requirements of Part B of IDEA. The District received a letter that the Summer Food Service Program Corrective Action Summary was received and approved.

Motion by Mr. Engel, seconded by Mr. Elmhurst to approve the Consent Agenda as follows:

Move agenda item 7.01; 7.05-1; 7.06-4 to regular business.

Board member attendance and payment of expenses at the PLC Presentation at Cadott on August 27 and Ruder Ware Seminars on September 12 and 26.

Resignation of Lori Thieme, Elementary Lunchroom Server

Resignation of Cody Meyers, Freshman Boys Basketball Coach

Hire of Aime Long, High School Social Studies Teacher

Hire of Keith Pugh, .5 FTE Study Hall Supervisor

Hire of Tiffany Bruesewitz, .63 FTE Food Service Secretary

Hire of Jimmy Flink, Freshman Football Coach

Voice vote – Motion carried.

Motion by Mr. Engel, seconded by Mr. Schmidt to approve the minutes of the July 16, 2012 Regular Meeting. Roll call vote – Motion carried 4-0-1; Yes-Mr. Elmhurst, Mr. Schmidt, Mr. Pinter, Mr. Engel, No-None, Abstain-Mr. Tesmer.

Motion by Mr. Engel, seconded by Mr. Pinter to accept the resignation of Mary Wussow, Middle School Guidance Counselor. Roll call vote – Motion carried 5-0; Yes-Mr. Elmhurst, Mr. Schmidt, Mr. Pinter, Mr. Engel, Mr. Tesmer, No-None, Abstain-None.

Motion by Mr. Schmidt, seconded by Mr. Elmhurst to approve the hire of Melissa Wavrunek, Middle School Guidance Counselor. Voice vote – Motion carried.

Motion by Mr. Schmidt, seconded by Mr. Pinter to approve the receipts and invoices as presented. Voice vote – motion carried.

Financial Report

July Receipts #589006-589043	\$ 226,493.47
Mid Wisconsin Bank Wires #1412-1435	110,950.25
Community Bank Regular Checks #29218-29242	19,096.89
Direct Deposit #9046746-9046833	44,212.68
Direct Deposit #9046834-9046928	67,862.48
Direct Deposit #9046929-9047009	45,873.51
Advantage Bank Checks #62990-63209	209,418.58

Mr. Schmidt attended and reported the Clark County Board Meeting was beneficial and they are working on organizing an Education Summit for February 2013.

Mr. Kolden reviewed the 2012-13 preliminary budget numbers. The Finance Committee will meet again before the September board meeting to review the budget in greater detail.

Mr. Kolden explained the current process for staffing at Little Stars Preschool and the potential need to hire an additional teacher.

Mr. Kolden reviewed with the Board the options for covering the additional .5 FTE high school study hall supervisor position.

The Board discussed the Listing Contract with Mike Krohn for the Neillsville property and directed Mr. Kolden to pursue other realtor options.

Motion by Mr. Elmhorst, seconded by Mr. Schmidt to approve the second reading of policy #751 to eliminate the fees for student transportation within the city limits. Voice vote – Motion carried.

Motion by Mr. Elmhorst, seconded by Mr. Schmidt to approve the bid from JWC building of \$6,926.17 for materials and labor for the repair of the elementary school gym divider. Voice vote – Motion carried.

Motion by Mr. Elmhorst, seconded by Mr. Pinter to approve the 66:0301 agreement with Loyal for a shared Technology Education Instructor. Voice vote – Motion carried.

Motion by Mr. Engel, seconded by Mr. Elmhorst to approve the utilization of capital projects funds for pool cover expenses. Voice vote – Motion carried.

Motion by Mr. Engel, seconded by Mr. Schmidt to approve the CEA Master Agreement for 2012-13. Roll call vote – Motion carried 5-0; Yes-Mr. Elmhorst, Mr. Schmidt, Mr. Pinter, Mr. Engel, Mr. Tesmer, No-None, Abstain-None.

Motion by Mr. Elmhorst, seconded by Mr. Schmidt to approve the milk bid for 2012-13 from Morning Glory Dairy. Voice vote – Motion carried.

Motion by Mr. Elmhorst, seconded by Mr. Schmidt, to convene in closed session per Wisconsin Statutes 19.85 (1) c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Superintendent Evaluation. Roll call vote – Motion carried 5-0. Yes-Mr. Elmhorst, Mr. Schmidt, Mr. Pinter, Mr. Engel, Mr. Tesmer, No-None, Abstain-None.

Motion by Mr. Engel, seconded by Mr. Elmhorst, to move from closed session and to reconvene in open session as previously announced. Voice vote - motion carried.

Scheduled Board of Education Meetings:

Financial Affairs Committee Meeting – September 5, 2012, 7:00 PM - CDEC
Financial Affairs Committee Meeting – September 17, 2012 – 7:00 PM CDEC
Regular Board of Education Meeting – September 17, 2012 – 7:30 PM CDEC
Annual Meeting – September 24, 2012 – 8:00 PM @ HS Theater

Motion by Mr. Engel, seconded by Mr. Elmhorst to adjourn the meeting. Voice vote - motion carried.
Meeting adjourned at 9:34 PM.

Respectfully Submitted:

Todd Schmidt, Clerk

Kristen Seifert, Reporting Secretary

September 10, 2012

Dear Mrs. Penry:

I am writing this letter in order to inform you of my resignation as a special education teacher at Colby Elementary School. I have recently been offered a position in the town in which I reside. While I appreciate having had the opportunity to work for Colby School District, I feel that it is in the best interest of my family to work in the town that we live in.

Thank you,

Elissa Trautlein

Elissa Trautlein

SCHOOL DISTRICT OF COLBY EDUCATION CENTER

Dr. Steven Kolden, Superintendent

Request To: Hire Transfer Expand Employment
(Please check appropriate assignment)

Purpose: To request approval for persons who have been transferred to a new position, have current assignment expanded, or tendered employment. In order to insure compliance with federal and state laws, clearance must be obtained from the human resources director prior to the person reporting to work.

Soback Barbara
Employee's Name: Last, First

Food Server CEL.
Position and Building Location

Continuing Position? Yes No
(IF no, Start and End Dates) _____ through _____

Administrator; Continuing Teacher; Emergency Teacher; Long Term Sub; Instructional Aide Clerical;
 Maintenance; Food Service; Coach; Other: _____

Work schedule for hourly staff (to include scheduled lunch break) 10:15 a.m. to 1:15 p.m.

Desired start date: aug. 29th 2012 Is this a support staff position? Yes No If yes, please attach work calendar. Does this position require a substitute? Yes No

Indicate all account number(s) and percent of time for each account number to charge wages to (including grant accounts)

Hire Requested by:

Laurie Hesgard
Immediate or Program Supervisor's Signature

8-21-12
Date

S. Kolden
Superintendent's Signature

8-22-12
Date

Reason for position vacancy:

Lori left for new job.

Person vacating position:

Lori Thieme

Date position was vacated:

Recruitment area: Food Service

Number of candidate files: 5

Person(s) doing screening:

Laurie Hesgard

Number of candidates after screening: 2

Person(s) doing interviewing:

Laurie Hesgard

Number of candidates interviewed: 2

Candidate Biography / Resume & Application Attached

SCHOOL DISTRICT OF COLBY EDUCATION CENTER

Dr. Steven Kolden, Superintendent

Request To: Hire Transfer Expand Employment
(Please check appropriate assignment)

Purpose: To request approval for persons who have been transferred to a new position, have current assignment expanded, or tendered employment. In order to insure compliance with federal and state laws, clearance must be obtained from the human resources director prior to the person reporting to work.

Employee's Name: Last, First Hernandez, Lilia Position and Building Location Little Stars Para/Translation

FTE: .5 Continuing Position? Yes No

(If no, Start and End Dates) _____ through _____

Administration Teacher Long Term Sub Instructional Aide Clerical Maintenance Food Service Coach
 Other: _____

Work schedule for hourly staff (to include scheduled lunch break) _____ a.m. to _____ p.m.

Desired start date: 8/29/12 Is this a support staff position? Yes No If yes, please attach work calendar.

Does this position require a substitute? Yes No Work Permit Attached (If Needed) Yes No

Indicate all account number(s) and percent of time for each account number to charge wages to (including grant accounts)

Hire Requested by:
Samantha Perry
 Immediate or Program Supervisor's Signature

8/28/12
 Date

Steven Kolden
 Superintendent's Signature

8-28-12
 Date

Reason for position vacancy:
needed position

Person vacating position:
none / repositioning a clerical position

Date position was vacated:
N/A

Recruitment area:
Instructional aid

Number of candidate files:
2

Person(s) doing screening:
Samantha Perry

Number of candidates after screening:
2

Person(s) doing interviewing:
Samantha Perry

Number of candidates interviewed:
2

Candidate Biography / Resume & Application Attached

Candidate needs the following:
 Web Page Access Email Phone Extension

OFFICE USE ONLY

SALARY: _____

CODE: _____

PAYROLL

BOOKKEEPER

ACCT. PAYABLE

**FINANCIAL REPORT
BOARD OF EDUCATION MEETING
September 17, 2012**

TOTAL REVENUE -
August \$ 960,990.67

MID.WISCONIN BANK-
BANK WIRES - FEDERAL w/SS 1436-1442 \$ 63,856.85

COMMUNITY BANK-
REGULAR CHECKS 29243-29272 \$ 14,155.64
DIRECT DEPOSITS 9047010-9047060 \$ 33,756.42
9047061-9047167 \$ 108,695.94

ADVANTAGE BANK-
REGULAR CHECKS 63210-63241 \$ 27,296.02
63242-63250 \$ 173,070.60
63251-63332 \$ 237,071.32

TOTAL CHECKS TO BE APPROVED \$ 657,902.79

BATCH	DESCRIPTION	FISCAL YEAR	POST DATE	BATCH ORIGIN	STATUS
August	August Revenue	2012-2013	09/11/2012	Batch Entry	Batch

BANK	LINE	NAME/PROJ	DESCRIPTION/REFERENCE	ADD'L DESCRIPTION	ACCOUNT	RECEIPT#	ENTRY DT	DEBIT AMOUNT	CREDIT AMOUNT
BNK2	1		Western WI Cares	August Rent	10 R 900 293 500000 000		08/03/12	0.00	3,135.00
BNK2	2		Nationwide Fellowship Churches	Rent of facilities	10 R 800 293 500000 000	589034	08/03/12	0.00	1,811.25
BNK2	3		Vlaska Blaha	August Health Insur	10 L 000 000 811631 000	589035	08/03/12	0.00	77.81
BNK2	4		Clark County	Neillsville daycare	10 R 900 293 500000 000	589036	08/03/12	0.00	1,050.00
BNK2	5		Barbara Johnson Hamamoto	Rent	10 R 900 293 500000 000	589037	08/03/12	0.00	225.00
BNK2	6		Jaclyn Currier	Rent	10 R 900 293 500000 000	589038	08/03/12	0.00	225.00
BNK5	7		Burnett	Supplies/envelopes	10 R 800 269 500000 000	589039	08/03/12	0.00	15.00
BNK5	8		Swim	Swim Lessons	80 R 800 271 300000 000	589040	08/01/12	0.00	1,810.00
BNK5	9		Swim	Rec Swim	80 R 800 271 300000 000	589041	08/03/12	0.00	311.47
BNK5	10		Student Fine		10 R 800 297 500000 000	589042	08/01/12	0.00	25.00
BNK2	11		Education Jobs Bill		10 A 000 000 715600 000	589044	08/10/12	0.00	60,708.68
BNK2	12		City of Colby	Mobile July Tax	10 R 800 213 500000 000	589045	08/13/12	0.00	278.19
BNK2	13		Dole	rebate	50 E 800 415 257220 000	589046	08/13/12	0.00	15.00
BNK2	14		CESA 10	Medicaid Reimburse	10 A 000 000 715420 000	589047	08/13/12	0.00	34,434.95
BNK2	15		John Sterzinger	Swim Suit	10 R 800 269 500000 000	589048	08/13/12	0.00	25.00
BNK2	16		Sale of Non cap item		10 R 800 269 500000 000	589049	08/13/12	0.00	35.00
BNK2	17		Focus of Energy	Light Bulb Replacem	10 R 800 660 500000 000	589050	08/15/12	0.00	150.00
BNK2	18		Swim Meet	Entry Fee - Clinton	10 R 800 271 162000 000	589051	08/17/12	0.00	125.00
BNK2	19		Gemini Cares	Rent	10 R 900 293 500000 000	589052	08/17/12	0.00	350.00
BNK2	20		Royal Credit Union	Calendar donation	10 R 800 291 500000 000	589053	08/17/12	0.00	200.00
BNK2	21		Clark County	Tax Revenue	10 A 000 000 713112 000	589054	08/17/12	0.00	441,342.27
BNK2	22		Sale of Supplies		10 R 800 269 500000 000	589055	08/17/12	0.00	5.00
BNK2	23		Purchase of Non cap		10 R 800 269 500000 000	589056	08/17/12	0.00	5.00
BNK2	24		Pittsville SD	Cross Country entry	10 R 800 271 162000 000	589057	08/21/12	0.00	130.00
BNK2	25		Jan Mueller	Meal at conference	24 E 800 342 221300 000	589058	08/23/12	0.00	10.00
BNK2	26		Diane Hanson	Meal at conference	24 E 800 342 221300 000	589059	08/23/12	0.00	10.00
BNK2	27		Marathon County	Tax Revenue	10 A 000 000 713112 000	589061	08/20/12	0.00	395,249.40
BNK2	28		Sharon Archambo	meal at conference	24 E 800 342 221300 000	589062	08/27/12	0.00	10.00
BNK3	29		Mid Wis Bnk	July Interest	30 R 800 280 281000 000	589063	08/27/12	0.00	5.68
BNK2	30		Colby HS	Paint for Football	10 E 800 411 254200 000	589064	08/30/12	0.00	40.98
BNK2	31		Wittenberg Birnamwood	Swim meet entry fee	10 R 800 271 162000 000	589066	08/30/12	0.00	125.00
BNK2	32		NTC	Youth Apprecticeshi	10 R 800 515 130000 605	589067	08/30/12	0.00	500.00
BNK2	33		Messerli & Kramer PA	overpayment of garn	10 L 000 000 811680 000	589068	08/30/12	0.00	327.94
BNK2	34		Land O Lakes	Rebate	50 E 800 415 257220 000	589069	08/30/12	0.00	50.00
BNK5	35		Aug Food Service Revenue	lunch money	50 R 800 251 257220 000	589070	08/30/12	0.00	1,958.75

BATCH	DESCRIPTION	FISCAL YEAR	POST DATE	BATCH ORIGIN	STATUS
August	August Revenue	2012-2013	09/11/2012	Batch Entry	Batch

BANK	LINE	NAME/PROJ	DESCRIPTION/REFERENCE	ADDT'L DESCRIPTION	ACCOUNT	RECEIPT#	ENTRY DT	DEBIT AMOUNT	CREDIT AMOUNT	
. . . CONTINUED										
BNK5	36		Swim	Rec. Swim	80 R 800 271 300000 000	589071	08/30/12	0.00	124.00	
BNK5	37		Students	Swimming Atheletic	10 R 800 292 162000 000	589072	08/30/12	0.00	650.00	
BNK5	38		Students	CC Athletic Fees	10 R 800 292 162000 000	589073	08/30/12	0.00	500.00	
BNK5	39		Students	FB Athletic fees	10 R 800 292 162000 000	589074	08/30/12	0.00	3,320.00	
BNK5	40		Students	VB Athletic fees	10 R 800 292 162000 000	589075	08/30/12	0.00	1,430.00	
BNK5	41		Tractor Safety	Summer School Ag	10 R 800 292 131000 000	589076	08/30/12	0.00	540.00	
BNK5	42		Student fee	rebinding book	10 R 800 297 500000 000	589077	08/30/12	0.00	15.00	
BNK5	43		Student fee	book damage	10 R 800 297 500000 000	589078	08/30/12	0.00	22.00	
BNK2	44		Mid Wisc Bank	Interest - Aug	10 R 800 280 500000 000	589079	08/31/12	0.00	160.67	
BNK0	45		Advantage Community Bank	August interest	10 R 800 280 500000 000	589080	08/31/12	0.00	20.41	
BNK3	46		Mid Wisc Bank	August interest	30 R 800 280 281000 000	589081	08/31/12	0.00	3.05	
BNK5	47		August Revenue	Lunch money	50 R 800 251 257220 000	589083	08/31/12	0.00	8,811.70	
BNK5	48		Mid Wisc Bank	August interest	10 R 800 280 500000 000	589084	08/31/12	0.00	0.37	
BNK2	49		Sale of Non cap	Sales from coin mac	10 R 800 269 500000 000	589085	08/21/12	0.00	198.10	
BNK5	50		Milk Money		50 R 800 251 257220 000	589086	08/21/12	0.00	418.00	
50 LINE ENTRIES FOR BATCH NUMBER August								TOTALS FOR BATCH	0.00	960,990.67
								BATCH TOTAL DIFFERENCE	0.00	-960,990.67
50 LINE ENTRIES FOR 1 BATCH								GRAND TOTALS	0.00	960,990.67
								GRAND TOTAL DIFFERENCE	0.00	-960,990.67

***** End of report *****

CHECKS PROCESSED - MID WISCONSIN BANK/COMMUNITY BANK

1436	Employee Benefits Corp - Flex	337.49	08/10/12 Payroll
1437	Mid WI Bank (FED/FICA Withheld)	10,889.31	08/10/12 Payroll
1438	WEA Trust Advantage	334.51	08/10/12 Payroll
1439	WI Dept. of Revenue (State Tax Withheld)	2,056.16	08/10/12 Payroll
1440	Mid WI Bank (FED/FICA Withheld)	39,384.48	08/24/12 Payroll
1441	WEA Trust Advantage	1,924.78	08/24/12 Payroll
1442	WI Dept. of Revenue (State Tax Withheld)	8,930.12	08/24/12 Payroll
29243-29251	PAYROLL REGULAR CHECKS	1,829.45	08/10/12 Payroll
29252	WI Support Collections Fund	65.00	08/10/12 Payroll
29253-29264	PAYROLL REGULAR CHECKS	7,305.01	08/24/12 Payroll
29265-29266	September Payroll	-	09/07/12 Payroll
29267	Great West	1,245.51	08/10/12 Payroll
29268	AFLAC	516.18	August Premiums
29269	Colby Public Sch. Pension Plan	1,502.26	August Contributions
29270	Great West	1,466.19	08/24/12 Payroll
29271	IDEA Foundation of Colby	35.00	08/24/12 Payroll
29272	Messerli & Kramer P.A.	191.04	Personal Deduction
9047010-9047060	PAYROLL DIRECT DEPOSIT	33,756.42	08/10/12 Payroll
9047061-9047167	PAYROLL DIRECT DEPOSIT	108,695.94	08/24/12 Payroll
Total		220,464.85	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
63210	KATHY BAY	08/28/2012	MILEAGE	CVTC - CRAY ACADEMY	0	155.40	155.40
10 E 400 342 221300 000			GENERAL FUND/INST. STAFF SERV. - TRAINING/EMPLOYEE TRAV			155.40	
63211	CESA #10	08/28/2012	53881	MATH ADD+VANTAGE SESSION -- MEDENWALDT & WILCOX	0	990.00	990.00
24 E 800 342 221300 000			FEDERAL HANDICAPPED PROJECTS/INST. STAFF SERV. - TRAINI			990.00	
63212	CHARTER COMMUNICATIONS	08/28/2012	ADAMS ST HOUSE	09/01/12-09/30/12	0	6.31	6.31
10 E 800 358 266000 000			GENERAL FUND/TECHNOLOGY COORD/PROJECTS/ON-LINE COMMUNIC			6.31	
63213	COLBY PUBLIC SCHOOLS	08/28/2012	BURNETT	ADDITIONAL CHARGE ON DISTRICT MAILING	0	13.00	284.92
10 E 800 353 263300 000			GENERAL FUND/PUBLIC INFORMATION/POSTAGE			13.00	
10 E 800 353 263300 000			NEWSLETTER	DISTRICT MAILING	0	271.92	
10 E 800 353 263300 000			GENERAL FUND/PUBLIC INFORMATION/POSTAGE			271.92	
63214	POSTMASTER	08/28/2012	MAILING	COMMUNITY ED BROCHURES	0	532.19	681.15
80 E 800 353 232200 000			COMMUNITY SERVICE FUND/COMMUNITY RELATIONS/POSTAGE			532.19	
10 E 800 353 263300 000			MAILING.	LUNCH STATEMENTS	0	148.96	
10 E 800 353 263300 000			GENERAL FUND/PUBLIC INFORMATION/POSTAGE			148.96	
63215	COMPLETE CONTROL, INC.	08/28/2012	SRVCE019234	POOL PUMP MAINTENANCE	0	467.86	467.86
10 E 800 320 254300 000			GENERAL FUND/MAINTENANCE-BUILDINGS/PROPERTY SERVICE			467.86	
63216	DEMCO	08/28/2012	4658722	DATE DUE SLIPS, REIFORCED TAPE, BOOK TAPES, BOOKMARKS, CORRECTION TAPE, LABEL PROTECTORS	2001213005	115.41	115.41
10 E 400 411 222200 000			GENERAL FUND/LMC - INST SERVICE/GENERAL SUPPLIES			115.41	
63217	THE DIRKS GROUP, LLC	08/28/2012	8569	1 YR INSTANT SSL CERTIFICATE	2011213005	80.00	3,868.95
10 E 800 480 266000 000			GENERAL FUND/TECHNOLOGY COORD/PROJECTS/NON-INSTRUCT COM			80.00	
10 E 800 480 266000 000			8575	MAIN BACKUP: SHADOWPROTECT VIRTUAL & SHADOWSTREAM LICENSE	0	3,788.95	
10 E 800 480 266000 000			GENERAL FUND/TECHNOLOGY COORD/PROJECTS/NON-INSTRUCT COM			3,788.95	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
63218	EDUCATIONAL DEVELOPMENT CORPOR	08/28/2012	2660318	7 Touchy Feely Books	6001213036	69.04	69.04
24 E 100 411 152000 347				FEDERAL HANDICAPPED PROJECTS/EARLY CHILDHOOD/GENERAL SU		69.04	
63219	EDUCATION WEEK	08/28/2012	RENEWAL	EDUCATION WEEK SUBSCRIPTION ~ STEVEN KOLDEN	0	84.94	84.94
10 E 800 411 232100 000				GENERAL FUND/OFFICE OF SUPERINTENDENT/GENERAL SUPPLIES		84.94	
63220	TUMARK PRINTING	08/28/2012	24050	COMMUNITY ED FLYERS - FALL	0	675.00	675.00
80 E 800 354 232200 000				COMMUNITY SERVICE FUND/COMMUNITY RELATIONS/PRINTING & B		675.00	
63221	FRONTIER (PAYMENTS)	08/28/2012	CD/EC	8/16/12-9/15/12	0	132.18	132.18
10 E 800 355 263300 000				GENERAL FUND/PUBLIC INFORMATION/TELEPHONE		132.18	
63222	HARTMAN'S VARIETY STORE	08/28/2012	KRISTEN SEIFERT	WELCOME BACK MEAL 2012	1011213017	1,175.00	1,175.00
10 E 800 415 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/FOOD		1,175.00	
63223	HAWKEYE DAIRY STORE INC	08/28/2012	1496	NEW STAFF 'CHEESE' BOXES & CURDS FOR NEW STAFF LUNCH	1011213015	127.92	152.92
10 E 800 411 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/GENERAL SUPPL		112.00	
10 E 800 415 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/FOOD		15.92	
			1542	SCHOOL TO WORK CHEESE & SAUSAGE BASKET	0	25.00	
10 E 800 411 139000 401				GENERAL FUND/OTHER VOC.EMPLOYABILITY SKILLS/GENERAL SUP		25.00	
63224	IMPACT APPLICATIONS ACCOUNTS R	08/28/2012	20125085	1 YEAR SUBSCRIPTION - ONLINE - PKG	0	500.00	500.00
10 E 800 435 162001 000				GENERAL FUND/ATHLETICS-GENERAL/PROGRAMMED COMPUTER SOFT		500.00	
63225	Vendor Continued Void	08/28/2012					0.00
63226	J & L UNIFORMS LLC	08/28/2012	40499-2	3 FOODSERVICE TOPS ~ DAWN HEBDA	1011213012	67.20	451.50
50 E 800 440 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/NON-CAPITA		67.20	
			40515-2	3 FOODSERVICE TOPS ~ MAUREEN BAUMGARTNER	1011213012	41.40	
50 E 800 440 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/NON-CAPITA		41.40	
			40518-2	3 FOODSERVICE TOPS ~ DARLENE FROME	1011213012	70.70	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
50 E 800 440 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/NON-CAPITA		70.70	
			40525-2	3 FOODSERVICE TOPS ~ DEBBIE KILTY	1011213012	67.90	
50 E 800 440 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/NON-CAPITA		67.90	
			40530-2	3 FOODSERVICE TOPS ~ LORI HOLTZHEIMER	1011213012	58.80	
50 E 800 440 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/NON-CAPITA		58.80	
			40531-2	3 FOODSERVICE TOPS ~ JEANNE MORRISON	1011213012	84.00	
50 E 800 440 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/NON-CAPITA		84.00	
			40537-2	3 FOODSERVICE TOPS ~ LINDA VOGEL	1011213012	61.50	
50 E 800 440 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/NON-CAPITA		61.50	
63227	J H LARSON COMPANY	08/28/2012	S100180264.001	THEATER STAGE LIGHTS	0	60.22	60.22
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		60.22	
63228	JUNIOR LIBRARY GUILD	08/28/2012	156945	OUTSTANDING BOOK COLLECTIONS -- HIGH SCHOOL LMC	2001213026	1,026.00	1,026.00
10 E 400 432 222200 000				GENERAL FUND/LMC - INST SERVICE/LIBRARY BOOKS		1,026.00	
63229	JUNIOR LIBRARY GUILD	08/28/2012	157124	OUTSTANDING BOOK COLLECTIONS - MIDDLE SCHOOL LMC	2001213015	1,197.00	1,197.00
10 E 200 432 222200 000				GENERAL FUND/LMC - INST SERVICE/LIBRARY BOOKS		1,197.00	
63230	MEDIA MANAGEMENT & MAGNETICS	08/28/2012	INV020572	CD/DVD STORAGE CASES, UNIVRSAL CARD READER	2001213025	48.67	48.67
10 E 400 413 222200 000				GENERAL FUND/LMC - INST SERVICE/COMPUTER SUPPLIES-UNPRO		48.67	
63231	NATIONAL COUNCIL TEACHER MATH	08/28/2012	RP20912	PREK-8 SCHOOL MEMBERSHIP	0	173.00	173.00
10 E 200 940 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/DUES & FEES		173.00	
63232	ODYSSEYWARE	08/28/2012	31138666	ONLINE RENEWAL	1011213013	4,650.00	4,650.00
10 E 800 358 120000 000				GENERAL FUND/REGULAR CURRICULUM/ON-LINE COMMUNICATIONS		1,860.00	
24 E 400 358 158100 000				FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP		1,860.00	
10 E 200 358 120000 000				GENERAL FUND/REGULAR CURRICULUM/ON-LINE COMMUNICATIONS		930.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
63233	PCI EDUCATIONAL PUBLISHING	08/28/2012	INV851310	NOVEL SETS, MATH BINDER, UNITED STATES GAME & WORKSHEETS, LIFE SKILLS BINDERS	6001213056	893.99	893.99
24 E 400 411 158100 000				FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP		339.43	
24 E 400 432 158100 000				FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP		303.84	
24 E 400 440 158100 000				FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP		250.72	
63234	QUILL CORPORATION (REMITTANCE)	08/28/2012	5224816	LATEX GLOVES	0	219.80	1,622.75
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		219.80	
			5228821	FILE FOLDERS, TAGBOARD, TAPE, FILE POCKETS, DRAWING PAPER	0	1,012.81	
10 E 100 411 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/GENERAL SUPPLIES		1,012.81	
			5262119	BOOKTAPE, PENS	0	334.96	
10 E 100 411 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/GENERAL SUPPLIES		334.96	
			5264031	FILE POCKETS	0	55.18	
10 E 800 411 232100 000				GENERAL FUND/OFFICE OF SUPERINTENDENT/GENERAL SUPPLIES		55.18	
63235	R & R FLOORING	08/28/2012	NONE	CARPET 2 MS ROOMS & 1 ROOM AT CDEC	0	5,625.00	5,625.00
10 E 800 411 254300 000				GENERAL FUND/MAINTENANCE-BUILDINGS/GENERAL SUPPLIES		5,625.00	
63236	RIESTERER & SCHNELL INC	08/28/2012	398193	JOHN DEERE TRACTOR REPAIRS	0	705.98	705.98
10 E 800 320 254490 000				GENERAL FUND/REPAIR OTHER EQUIP/PROPERTY SERVICE		705.98	
63237	TDS TELECOM (REMITTANCE)	08/28/2012	NEILLSVILLE	SECURITY/ELEVATOR	0	104.86	104.86
10 E 900 355 263300 000				GENERAL FUND/PUBLIC INFORMATION/TELEPHONE		104.86	
63238	PAT THIES	08/28/2012	INS. RETIRED	MEDICAL EXPENSE	0	63.72	63.72
10 E 800 241 291000 000				GENERAL FUND/EARLY RETIREMENT/MEDICAL		63.72	
63239	VERIZON WIRELESS	08/28/2012	2787360753	IPAD LINE ACCESS	0	377.30	377.30
10 E 800 355 263300 000				GENERAL FUND/PUBLIC INFORMATION/TELEPHONE		377.30	
63240	WBCA MEMBERSHIP	08/28/2012	PREPAID	MEMBERSHIP - PAUL KNETTER	0	40.00	40.00
10 E 800 940 221300 916				GENERAL FUND/INST. STAFF SERV. - TRAINING/DUES & FEES		40.00	
63241	XCEL ENERGY	08/28/2012	AUTO PROTECT LIGHTS	07/15/12-08/14/12	0	41.53	896.95
10 E 800 336 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/ELECTRICITY OTHER T		41.53	
			NEILLSV ADMIN BLDG	7/17/12-8/1512	0	855.42	
10 E 900 336 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/ELECTRICITY OTHER T		855.42	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				32 Computer	Check(s) For a Total of		27,296.02

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
63242	CHARTER COMMUNICATIONS	09/05/2012	OPTICAL ETHR INTRA	09/01/12-09/30/12	0	252.20	252.20
10 E 800 358 266000 000			GENERAL FUND/TECHNOLOGY COORD/PROJECTS/ON-LINE COMMUNIC			252.20	
63243	DECKER AUTOMOTIVE LLC	09/05/2012	15867	OIL CHANGE / SUPPLY VAN	0	45.48	45.48
10 E 800 320 254500 000			GENERAL FUND/MAINTENANCE-VEHICLES/PROPERTY SERVICE			45.48	
63244	K & B REFRIGERATION	09/05/2012	17815	SERVICE WALK IN FREEZER	0	217.95	217.95
50 E 800 320 257220 000			FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/PROPERTY S			217.95	
63245	GAIL KESTLER	09/05/2012	COLBY ELEM	PLAYGROUND RUBBER CHIPS	0	1,850.00	1,850.00
10 E 800 411 254200 000			GENERAL FUND/MAINTENANCE-SITES/GENERAL SUPPLIES			1,850.00	
63246	PAUL KNETTER	09/05/2012	REIMBURSEMENT	WINNING HOOPS MAGAZINE SUBSCRIPTION	0	44.95	44.95
10 E 800 434 162205 000			GENERAL FUND/BOYS BASKETBALL/PERIODICALS			44.95	
63247	SECURITY HEALTH PLAN	09/05/2012	501698 - Sept	Health Insurance	0	58,514.43	167,504.96
10 L 000 000 811631 000			GENERAL FUND/HEALTH INSURANCE			58,514.43	
			604890 - Sept	Health Insurance	0	15,274.85	
10 L 000 000 811631 000			GENERAL FUND/HEALTH INSURANCE			15,274.85	
			606490 - Sept	Health Insurance	0	3,002.93	
10 L 000 000 811631 000			GENERAL FUND/HEALTH INSURANCE			3,002.93	
			890391 - Sept	Health Insurance	0	90,712.75	
10 L 000 000 811631 000			GENERAL FUND/HEALTH INSURANCE			90,712.75	
63248	SHOPKO (REMITTANCE)	09/05/2012	5734	AWARDS AND SUPPLIES	6001213024	311.20	311.20
24 E 100 411 158100 000			FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP			311.20	
63249	VEOLIA ES SOLID WASTE MIDWEST,	09/05/2012	AUGUST 2012	GARBAGE PICK UP	0	1,622.86	1,622.86
10 E 800 320 253300 000			GENERAL FUND/OPERATION OF BUILDINGS/PROPERTY SERVICE			1,622.86	
63250	TEAM SPORTING GOODS INC	09/05/2012	AAG012075-AH06	ATHLETIC MEDICAL SUPPLIES	5021213031	1,221.00	1,221.00
10 E 800 411 162001 000			GENERAL FUND/ATHLETICS-GENERAL/GENERAL SUPPLIES			1,221.00	

9 Computer Check(s) For a Total of 173,070.60

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
63251	A TO Z TOWN AND COUNTRY LLC	09/17/2012	469911	SUPER GLUE	0	1.69	78.30
10 E 800 411 254300 000				GENERAL FUND/MAINTENANCE-BUILDINGS/GENERAL SUPPLIES		1.69	
			470180	DRILL BITS	0	8.68	
10 E 800 411 254300 000				GENERAL FUND/MAINTENANCE-BUILDINGS/GENERAL SUPPLIES		8.68	
			470887	PAINT THINNER, CONTACT CEMENT PAINT PAD REFILL, BRUSH, TRAY LINER, ENAMEL	0	9.17	
10 E 800 411 254300 000				GENERAL FUND/MAINTENANCE-BUILDINGS/GENERAL SUPPLIES		9.17	
			470890	PAINT PAD REFILL, PAINT PAD	0	0.80	
10 E 800 411 254300 000				GENERAL FUND/MAINTENANCE-BUILDINGS/GENERAL SUPPLIES		0.80	
			471289	LATEX GLOVES	0	4.98	
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		4.98	
			473135	ADAPTER & NOZZLE	0	12.47	
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		12.47	
			473223	FURNITURE TIPS	0	12.95	
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		12.95	
			473428	SPRAY PAINT	0	11.99	
10 E 800 411 254200 000				GENERAL FUND/MAINTENANCE-SITES/GENERAL SUPPLIES		11.99	
			474583	WINDOW/SCREEN REPAIR	0	2.40	
10 E 800 411 254300 000				GENERAL FUND/MAINTENANCE-BUILDINGS/GENERAL SUPPLIES		2.40	
			474729	UPS CHARGE	0	11.38	
10 E 800 353 263300 000				GENERAL FUND/PUBLIC INFORMATION/POSTAGE		11.38	
			475003	SINGLE CUT KEY	0	1.79	
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		1.79	
63252	ABEGGLEN LANDSCAPE CONSTRUCTIO	09/17/2012	336994	REMOVE STUMP, REPAIR LAWN	0	100.00	100.00
10 E 800 320 254200 000				GENERAL FUND/MAINTENANCE-SITES/PROPERTY SERVICE		100.00	
63253	A.C. HOLTZHAUSEN & SONS INC	09/17/2012	NONE	MIDDLE SCHOOL WORK	0	562.23	2,992.73
10 E 800 320 254300 000				GENERAL FUND/MAINTENANCE-BUILDINGS/PROPERTY SERVICE		562.23	
			NONE.	ELEMENTARY SCHOOL - UPPER RELIGHTING	0	2,430.50	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				PROJECT			
10 E 800 320 254300 000				GENERAL FUND/MAINTENANCE-BUILDINGS/PROPERTY SERVICE		2,430.50	
63254	ALL AMERICAN SPORTS CORP.	09/17/2012	60197813	(2) FOOTBALL HELMETS	0	275.30	275.30
10 E 200 420 162210 000				GENERAL FUND/FOOTBALL/APPAREL		275.30	
63255	ALL GREEN CORPORATION 923	09/17/2012	700054	HIGH SCHOOL FALL WEED CONTROL/FERTILIZER	0	222.40	222.40
10 E 800 320 254200 000				GENERAL FUND/MAINTENANCE-SITES/PROPERTY SERVICE		222.40	
63256	BADGER SPORTING GOODS CO, INC.	09/17/2012	80696	PRACTICE PANTS & JERSEYS, GIRLDES, BEANIES, KNEEPADS, MOUTHGUARDS, FOOTBALLS, PYLONS, MARKERS, PADS, LETTERS	5021213054	3,079.72	3,079.72
10 E 800 411 162210 000				GENERAL FUND/FOOTBALL/GENERAL SUPPLIES		1,984.39	
10 E 800 420 162210 000				GENERAL FUND/FOOTBALL/APPAREL		1,095.33	
63257	SYSKO BARABOO	09/17/2012	208230609	FOOD & STRAWS, NAPKINS, MOP HEAD	0	2,321.30	3,398.21
50 E 800 415 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/FOOD		1,984.83	
50 E 800 419 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/OTHER SUPP		336.47	
			208241839	MOP HEAD	0	24.75	
50 E 800 419 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/OTHER SUPP		24.75	
			208300804	FOOD	0	1,052.16	
50 E 800 415 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/FOOD		931.56	
50 E 800 415 257225 000				FOOD SERVICE FUND/BREAKFAST PROGRAM/FOOD		120.60	
63258	BRODHEAD GARRETT	09/17/2012	204100053905	WELDER TIPS, OIL, GLUE, BRUSHES, SANDING DISKS	5021213069	156.31	1,571.39
10 E 800 411 136000 000				GENERAL FUND/TECH ED/GENERAL SUPPLIES		156.31	
			304100008842	RULERS, CLAMPS, ERASERS, DOTS, BLADES, TAPE MEASURES, POLY MINWAX, FUNNEL, PENETRANT, PLIERS, PUNCH & CHISEL KITS, SOLDERING IRON, SCREW DRIVER KIT,	5021213168	1,415.08	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				NITRILE GLOVES, SQUEEGES, SPATULAS			
10 E 800 411 136000 000				GENERAL FUND/TECH ED/GENERAL SUPPLIES		489.48	
10 E 800 440 136000 000				GENERAL FUND/TECH ED/NON-CAPITAL EQUIPMENT		925.60	
63259	TOM BUCHANAN	09/17/2012	REIMBURSEMENT	T15 LP MINI MULTIPACK	0	9.99	9.99
10 E 800 411 126000 000				GENERAL FUND/SCIENCE/GENERAL SUPPLIES		9.99	
63260	BURNETT TRANSIT, INC.	09/17/2012	30 ST. 176 MI	HS SWIM	0	445.11	1,618.78
10 E 800 341 256743 000				GENERAL FUND/ATHLETIC PUPIL TRANSPORTATION/PUPIL TRAVEL		445.11	
			30 ST. 270.6 MI	HS SWIM	0	604.29	
10 E 800 341 256743 000				GENERAL FUND/ATHLETIC PUPIL TRANSPORTATION/PUPIL TRAVEL		604.29	
			40 ST. 123.6 MI	V-BALL TOURNAMENT W/ABBY	0	417.17	
10 E 800 341 256743 000				GENERAL FUND/ATHLETIC PUPIL TRANSPORTATION/PUPIL TRAVEL		417.17	
			45 st. 52.9 mi	BAND TO ATHENS PARADE	0	152.21	
10 E 800 341 256742 000				GENERAL FUND/CO-CURRICULAR PUPIL TRANSPORTA/PUPIL TRAVE		152.21	
63261	BURNETT TRANSIT, INC.	09/17/2012	3472	6 BUSES - OCTOBER 2012	0	37,613.94	37,613.94
10 E 800 341 256710 000				GENERAL FUND/FLEET PUPIL TRANSPORTATION/PUPIL TRAVEL		37,613.94	
63262	CEC	09/17/2012	BILL122202	TECH SERV LABOR/TRIP CHARGE	0	995.00	995.00
10 E 800 320 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/PROPERTY SERVICE		995.00	
63263	CESA #10	09/17/2012	53824	SERVICE BILLING #1	0	52,037.40	52,037.40
10 E 100 386 241000 000				GENERAL FUND/OFFICE OF PRINCIPAL/PAYMENT TO CESA		506.25	
10 E 400 386 241000 000				GENERAL FUND/OFFICE OF PRINCIPAL/PAYMENT TO CESA		716.25	
10 E 800 386 221200 000				GENERAL FUND/CURRICULUM DEVELOPMENT/PAYMENT TO CESA		2,564.40	
10 E 800 386 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/PAYMENT TO CE		2,526.00	
10 E 800 386 222300 000				GENERAL FUND/A.V. MEDIA TECH,MATH,SCIENCE/PAYMENT TO CE		1,114.50	
10 E 800 386 223710 000				GENERAL FUND/VOCATIONAL ED. ADMINISTRATION/PAYMENT TO C		895.80	
10 E 800 386 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/PAYMENT TO CESA		3,169.20	
10 E 800 386 258100 000				GENERAL FUND/ANCILLARY SUPPORT-INTERNAL SER/PAYMENT TO		264.00	
10 E 800 386 258300 000				GENERAL FUND/DELIVERY SERVICE-CESA/PAYMENT TO CESA		414.00	
10 E 800 386 262100 000				GENERAL FUND/DIRECTION OF SYSTEMOLOGY/PAYMENT TO CESA		1,245.00	
10 E 800 386 266000 000				GENERAL FUND/TECHNOLOGY COORD/PROJECTS/PAYMENT TO CESA		3,405.00	
10 E 800 386 292000 000				GENERAL FUND/CESA GEN. ADMINISTRATION/PAYMENT TO CESA		658.80	
50 E 800 386 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/PAYMENT TO		349.50	
10 E 800 386 221300 365				GENERAL FUND/INST. STAFF SERV. - TRAINING/PAYMENT TO CE		187.50	
24 E 800 386 223300 000				FEDERAL HANDICAPPED PROJECTS/EEN DIRECTOR/PAYMENT TO CE		625.35	
10 E 200 386 241000 000				GENERAL FUND/OFFICE OF PRINCIPAL/PAYMENT TO CESA		716.25	

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10 E 100 386 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/PAYMENT TO CESA		360.00	
27 E 800 386 215000 019				SPECIAL EDUC./PSYCHOLOGICAL SERVICES/PAYMENT TO CESA		9,241.50	
27 E 800 386 218100 019				SPECIAL EDUC./OCCUPATIONAL THERAPY/PAYMENT TO CESA		11,349.30	
27 E 800 386 436610 019				SPECIAL EDUC./CESA HEARING SERV./PAYMENT TO CESA		5,157.00	
27 E 800 386 436670 019				SPECIAL EDUC./CESA VISION SERV./PAYMENT TO CESA		2,102.10	
27 E 800 386 218200 019				SPECIAL EDUC./PHYSICAL THERAPY/PAYMENT TO CESA		4,469.70	
63264 CESA #10		09/17/2012	53946	AV supplies	1011213003	1,051.76	1,126.76
10 E 100 411 222200 000				GENERAL FUND/LMC - INST SERVICE/GENERAL SUPPLIES		139.72	
10 E 200 411 222200 000				GENERAL FUND/LMC - INST SERVICE/GENERAL SUPPLIES		121.68	
10 E 400 411 222200 000				GENERAL FUND/LMC - INST SERVICE/GENERAL SUPPLIES		77.48	
10 E 800 411 120000 000				GENERAL FUND/REGULAR CURRICULUM/GENERAL SUPPLIES		403.60	
10 E 800 411 124000 000				GENERAL FUND/MATHEMATICS/GENERAL SUPPLIES		27.60	
10 E 800 440 127000 000				GENERAL FUND/SOCIAL STUDIES/NON-CAPITAL EQUIPMENT		31.00	
10 E 100 411 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/GENERAL SUPPLIES		219.60	
24 E 050 411 152000 000				FEDERAL HANDICAPPED PROJECTS/EARLY CHILDHOOD/GENERAL SU		31.08	
			53958	PLC IN-SERVICE WORKSHOP (KOLDEN, TESMER, PLOECKELMAN)	0	75.00	
10 E 800 342 231100 000				GENERAL FUND/BOARD OF EDUCATION/EMPLOYEE TRAVEL & EXP.		50.00	
10 E 800 342 232100 000				GENERAL FUND/OFFICE OF SUPERINTENDENT/EMPLOYEE TRAVEL &		25.00	
63265 CITY OF COLBY		09/17/2012	ADAMS ST HOUSE	7/18/12-8/17/12	0	18.00	1,885.40
10 E 800 337 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/WATER SERVICE		18.00	
			CDEC	7/18/12-8/16/12	0	79.30	
10 E 800 337 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/WATER SERVICE		79.30	
			CONCESSION STAND	7/18/12-8/17/12	0	309.30	
10 E 800 337 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/WATER SERVICE		309.30	
			ELEMENTARY SCHOOL	7/18/12-8/17/12	0	127.30	
10 E 800 337 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/WATER SERVICE		127.30	
			HIGH SCHOOL	7/18/12-8/17/12	0	1,240.30	
10 E 800 337 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/WATER SERVICE		1,240.30	
			MIDDLE SCHOOL	7/18/12-8/17/12	0	111.20	
10 E 800 337 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/WATER SERVICE		111.20	
63266 POSTMASTER		09/17/2012	BOX 139	RENT	0	100.00	100.00
10 E 800 571 263300 000				GENERAL FUND/PUBLIC INFORMATION/EQUIPMENT RENTAL		100.00	
63267 COUNTY MARKET ACCOUNT #6017		09/17/2012	0004	BACK TO SCHOOL - MISC (PLATES, BAKERY)	1011213018	174.78	334.60
10 E 800 411 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/GENERAL SUPPL		39.58	
10 E 800 415 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/FOOD		135.20	

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			0049	NEW STAFF MEETING: MUFFINS, BAKERY, FORKS, PLATES, CUPS	1011213014	22.44	
10 E 800 411 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/GENERAL SUPPL		6.45	
10 E 800 415 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/FOOD		15.99	
			0182	RETIREMENT CAKE, PLATES, JUICE, CUPS	1011213014	35.49	
10 E 800 411 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/GENERAL SUPPL		4.34	
10 E 800 415 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/FOOD		31.15	
			3000	SCIENCE LAB SUPPLIES: SALT, SPAGHETTI, VINEGAR, CUPS, FOIL, PEROXIDE, SODA, MARSHMALLOWS	5001213026	101.89	
10 E 800 411 126000 000				GENERAL FUND/SCIENCE/GENERAL SUPPLIES		101.89	
63268	CTL COMPANY, INC.	09/17/2012	153511	CLEANING SUPPLY: ERASER PADS	0	48.60	508.20
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		48.60	
			153579	KITCHEN WIPERS, NAPKINS	0	459.60	
50 E 800 419 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/OTHER SUPP		459.60	
63269	CURRICULUM ASSOCIATES INC	09/17/2012	90170989	QUICK-WORD HANDBOOKS FOR EVERYDAY WRITERS (YELLOW COVER) STUDENT BOOKS	4001213080	34.84	34.84
10 E 100 411 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/GENERAL SUPPLIES		34.84	
63270	DALCO (REMITTANCE)	09/17/2012	2492085	FUEL SURCHARGE	0	5.92	1,153.43
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		5.92	
			2497277	LATEX GLOVES	0	8.83	
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		8.83	
			2502870	BOWL CLEANER, RESTROOM CLEANER, FLOOR CLEANER, DISINFECTANT	0	1,138.68	
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		1,138.68	
63271	DEAN FOODS OF WIS	09/17/2012	181528	MILK - HS	0	198.44	450.67

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50 E 800 415 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/FOOD		198.44	
			181529	MILK - ELEM	0	209.75	
50 E 800 415 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/FOOD		209.75	
			181535	MILK - HS	0	42.48	
50 E 800 415 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/FOOD		42.48	
63272 UNEMPLOYMENT INSURANCE DWD		09/17/2012	AUGUST 2012	UNEMPLOYMENT	0	5,428.71	5,428.71
10 E 800 730 270000 000				GENERAL FUND/INSURANCE/UNEMPLOYMENT COMPENSATION		5,428.71	
63273 DEPT WORKFORCE DEVELOPMENT		09/17/2012	696072-000-8	SPECIAL ASSESSMENT BILLING	0	1,324.00	1,324.00
10 E 800 730 270000 000				GENERAL FUND/INSURANCE/UNEMPLOYMENT COMPENSATION		1,324.00	
63274 Vendor Continued Void		09/17/2012					0.00
63275 CARDMEMBER SERVICE/ ELAN		09/17/2012	0031	HS SWIM SUITS	8001213018	633.00	3,767.63
10 E 800 420 162124 000				GENERAL FUND/GIRLS SWIMMING/APPAREL		633.00	
			0037	2012 FALL SUPT WASDA CONF REGISTRATION - S KOLDEN	0	245.00	
10 E 800 342 232100 000				GENERAL FUND/OFFICE OF SUPERINTENDENT/EMPLOYEE TRAVEL &		245.00	
			0060	HS SWIM SUITS	8001213018	52.75	
10 E 800 420 162124 000				GENERAL FUND/GIRLS SWIMMING/APPAREL		52.75	
			0078	2012 WASDRA REGISTRATION: S KOLDEN	0	55.00	
10 E 800 342 232100 000				GENERAL FUND/OFFICE OF SUPERINTENDENT/EMPLOYEE TRAVEL &		55.00	
			0227	PLC CONF MEAL	0	430.00	
10 E 800 415 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/FOOD		430.00	
			0366	MS SWIM SUITS	5021213086	1,839.75	
10 E 200 420 162124 000				GENERAL FUND/GIRLS SWIMMING/APPAREL		1,839.75	
			0931	Online subscription	4001213026	35.98	
10 E 100 435 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/PROGRAMMED COMPUTER		35.98	
			2173	RESOURCE BOOK/CLIPBOARDS	0	25.16	
10 E 800 411 232100 000				GENERAL FUND/OFFICE OF SUPERINTENDENT/GENERAL SUPPLIES		13.40	
10 E 100 411 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/GENERAL SUPPLIES		11.76	
			3289	NEW STAFF LUNCH	0	176.49	

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10 E 800 415 221300 000				SUBS GENERAL FUND/INST. STAFF SERV. - TRAINING/FOOD		176.49	
			3588	2012 WASB/AWSA CONF -- S KOLDEN ROOM	0	109.00	
10 E 800 342 232100 000				GENERAL FUND/OFFICE OF SUPERINTENDENT/EMPLOYEE TRAVEL &		109.00	
			3685	FLASH DRIVES, KEY TAGS, POST-IT PADS	6001213050	116.75	
24 E 400 411 158100 000				FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP		116.75	
			4481	BLADES FOR VINYL CUTTER	5021213171	32.99	
10 E 800 411 136000 000				GENERAL FUND/TECH ED/GENERAL SUPPLIES		32.99	
			5690	MONTHLY CALENDAR	0	15.76	
10 E 800 411 232100 000				GENERAL FUND/OFFICE OF SUPERINTENDENT/GENERAL SUPPLIES		15.76	
63276 EMC INSURANCE COMPANIES		09/17/2012	D 27430181	INSURANCE	0	57,707.00	57,707.00
10 E 800 711 270000 000				GENERAL FUND/INSURANCE/DISTRICT LIABILITY INSURANCE		15,745.00	
10 E 800 713 270000 000				GENERAL FUND/INSURANCE/WORKERS COMPENSATION		41,962.00	
63277 FAMILY HEALTH CENTER		09/17/2012	REGISTRATIONS	TODAY'S TEENS, TOMORROW'S PARENTS - MAKING CHOICES THAT COUNT CONFERENCE	0	12.00	12.00
10 E 400 940 213000 000				GENERAL FUND/PUPIL SERVICES - GUIDANCE/DUES & FEES		12.00	
63278 TUMARX PRINTING		09/17/2012	24062	YELLOW FOOTBALL PLAY CARDS	5021213058	25.00	25.00
10 E 800 411 162210 000				GENERAL FUND/FOOTBALL/GENERAL SUPPLIES		25.00	
63279 HAGEN'S ON FIRST		09/17/2012	93	8/16/12 SWIM INVITE MEDALS & RIBBONS	0	188.00	188.00
10 E 800 411 162124 000				GENERAL FUND/GIRLS SWIMMING/GENERAL SUPPLIES		188.00	
63280 HARMONY COUNTRY CO-OP		09/17/2012	17	August Gas Charges	0	806.79	806.79
10 E 400 342 241000 000				GENERAL FUND/OFFICE OF PRINCIPAL/EMPLOYEE TRAVEL & EXP.		57.00	
10 E 800 342 252000 000				GENERAL FUND/FISCAL/EMPLOYEE TRAVEL & EXP.		54.96	
10 E 800 348 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/VEHICLE FUEL		385.56	
24 E 800 348 221300 000				FEDERAL HANDICAPPED PROJECTS/INST. STAFF SERV. - TRAINI		96.33	
10 E 800 348 161311 000				GENERAL FUND/FUTURE FARMERS OF AMERICA/VEHICLE FUEL		77.97	
10 E 400 342 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/EMPLOYEE TRAV		66.96	
10 E 800 348 162308 000				GENERAL FUND/BOYS/GIRLS XC/VEHICLE FUEL		68.01	

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63281	HAWKINS CHEMICAL	09/17/2012	3382134	POOL SUPPLIES	0	531.00	531.00
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		531.00	
63282	HEARTLAND COOPERATIVE	09/17/2012	046540	DIESEL - LAWN FUEL	0	176.59	176.59
10 E 800 348 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/VEHICLE FUEL		176.59	
63283	HM RECEIVABLES CO. LLC	09/17/2012	948717452	GR. 3 READING PRACTICE BOOKS	4001213081	290.85	290.85
10 E 100 470 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/TEXTBKS/WORKBKS		290.85	
63284	INDIANHEAD FOODSERVICE	09/17/2012	519789	INSERVICE JUICES, FOOD & MISC	0	1,951.71	1,933.43
10 E 800 415 221300 000				GENERAL FUND/INST. STAFF SERV. - TRAINING/FOOD		284.32	
50 E 800 415 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/FOOD		942.45	
50 E 800 419 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/OTHER SUPP		553.13	
50 E 800 415 257225 000				FOOD SERVICE FUND/BREAKFAST PROGRAM/FOOD		135.93	
50 E 800 419 257225 000				FOOD SERVICE FUND/BREAKFAST PROGRAM/OTHER SUPPLIES		35.88	
			522613	CREDIT - FOAM PLATES	0	-18.28	
50 E 800 419 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/OTHER SUPP		-18.28	
63285	J & L UNIFORMS LLC	09/17/2012	40560-2	3 FOODSERVICE TOPS - BETTY KAYHART	1011213012	78.75	146.65
50 E 800 440 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/NON-CAPITA		78.75	
			40575-2	3 FOODSERVICE TOPS - BARBARA SOBACK	1011213012	67.90	
50 E 800 440 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/NON-CAPITA		67.90	
63286	J H LARSON COMPANY	09/17/2012	S100180961.001	MISC	0	3.35	3.35
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		3.35	
63287	KURT KALEPP EXCAVATING LLC	09/17/2012	2539	COLBY ELEM PLAYGROUND: HAUL SHREDDED TIRES/TRUCK RENT, WOOD CHIPS, COMPACT	0	535.00	535.00
10 E 800 320 254200 000				GENERAL FUND/MAINTENANCE-SITES/PROPERTY SERVICE		535.00	
63288	DENNIS & RHONDA KIEFFER	09/17/2012	8/22/12-8/30/12	MILES TO ABBY CHRISTIAN ACADEMY	0	21.60	21.60
10 E 800 341 256730 000				GENERAL FUND/PARENT TRANSPORTATION/PUPIL TRAVEL		21.60	
63289	KURT & HEATHER KULAS	09/17/2012	8/22/12-8/30/12	MILES TO ABBY CHRISTIAN ACADEMY	0	17.28	17.28

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10 E 800 341 256730 000				GENERAL FUND/PARENT TRANSPORTATION/PUPIL TRAVEL		17.28	
63290	EAU CLAIRE PRESS COMPANY	09/17/2012	AUGUST 2012	CLASSIFIED AD: FOUR YEAR OL KINDERGARTEN	0	135.51	135.51
10 E 800 354 263300 000				GENERAL FUND/PUBLIC INFORMATION/PRINTING & BINDING		135.51	
63291	LIGHTING DESIGN SOLUTIONS (LDS	09/17/2012	3353	ELEMENTARY UPPER LIGHTING PROJECT = FLUROESCENT LAMPS, BALLASTS, VOLTAGE POWER PACKS	0	1,242.09	1,922.43
10 E 800 411 254300 000				GENERAL FUND/MAINTENANCE--BUILDINGS/GENERAL SUPPLIES		1,242.09	
			3367	ELEMENTARY UPPER LIGHT PROJECT: SENSOR, SENSOR LENS	0	156.30	
10 E 800 411 254300 000				GENERAL FUND/MAINTENANCE--BUILDINGS/GENERAL SUPPLIES		156.30	
			3368	ELEMENTARY UPPER LIGHTING PROJECT: SURFACE MOUNT LAMP	0	654.00	
10 E 800 411 254300 000				GENERAL FUND/MAINTENANCE--BUILDINGS/GENERAL SUPPLIES		654.00	
			3374	CREDIT MEMO RETURNED SEN WSPENNV	0	-129.96	
10 E 800 411 254300 000				GENERAL FUND/MAINTENANCE--BUILDINGS/GENERAL SUPPLIES		-129.96	
63292	Vendor Continued Void	09/17/2012					0.00
63293	Vendor Continued Void	09/17/2012					0.00
63294	MARSHFIELD BOOK & STATIONARY	09/17/2012	312624	TEACHER TOTES (2)	3001213015	91.18	4,056.48
10 E 800 440 223910 000				GENERAL FUND/READING SPECIALIST/NON-CAPITAL EQUIPMENT		91.18	
			312699	INTUIT CHAIRS (8)	2001213024	1,608.00	
10 E 200 440 222200 000				GENERAL FUND/LMC - INST SERVICE/NON-CAPITAL EQUIPMENT		1,608.00	
			312710	DIVIDER PANEL, WALL KIT, TACKBOARD, STORAGE UNIT	1011213009	1,317.00	
10 E 800 551 232100 000				GENERAL FUND/OFFICE OF SUPERINTENDENT/EQUIPMENT ADDITIO		1,317.00	
			312918	BINDERS	6011213002	7.45	
24 E 200 411 158100 000				FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP		7.45	
			312919	ADDITION/SUBTRACTI	6001213033	5.31	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				ON BULLETIN BOARD SET			
24 E 100 411 158100 000				FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP		5.31	
			312920	BULLETIN BOARD SET - CURSIVE WRITING	6001213030	18.99	
24 E 100 411 158100 000				FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP		18.99	
			312921	TAPE, GLUE, RULERS, PLANNER, PADS, POST-ITS, ERASERS, MARKERS, PENS, PENCILS, CRAYONS, TISSUE PAPER, WIGGLY EYES, RAINBOW BAGS, TIMER, MATH PACKS, AWARDS, STICKERS	6001213020	78.43	
24 E 100 411 158100 000				FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP		64.77	
24 E 100 440 158100 000				FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP		13.66	
			312922	READING: KID DRAWN INC CHART	3001213002	5.30	
10 E 800 411 122000 141				GENERAL FUND/ENGLISH/GENERAL SUPPLIES		5.30	
			312923	ELECTRIC PENCIL SHARPENER, PENS	3001213004	20.52	
10 E 800 411 122000 141				GENERAL FUND/ENGLISH/GENERAL SUPPLIES		20.52	
			312924	CALENDAR CHART	6001213054	2.65	
24 E 400 411 158100 000				FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP		2.65	
			312925	RULERS, STICKERS, FOLLOW DIRECTIONS ACTIVITY	5011213001	23.86	
10 E 200 411 124000 000				GENERAL FUND/MATHEMATICS/GENERAL SUPPLIES		11.00	
10 E 200 440 124000 000				GENERAL FUND/MATHEMATICS/NON-CAPITAL EQUIPMENT		12.86	
			312926	STOPLIGHT POCKET CHART, FOAM DOMINOES	4001213012	36.46	
10 E 100 411 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/GENERAL SUPPLIES		15.19	
10 E 100 431 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/AUDIO-VISUAL MEDIA		21.27	
			312927	RETELLING CUBES, TIMERS	4001213014	18.97	
10 E 100 411 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/GENERAL SUPPLIES		5.31	
10 E 100 440 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/NON-CAPITAL EQUIPMEN		13.66	

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10 E 100 440 110000 000			312928	DIGITAL TIMERS	4001213024	13.66	
				GENERAL FUND/ELEMENTARY CURRICULUM/NON-CAPITAL EQUIPMEN		13.66	
10 E 100 411 110000 000			312929	GRAMMAR MINUTES, NOE PAD	4001213028	13.89	
				GENERAL FUND/ELEMENTARY CURRICULUM/GENERAL SUPPLIES		13.89	
10 E 100 411 110000 000			312930	KANOODLE GAME, MARKERS	4001213032	28.57	
				GENERAL FUND/ELEMENTARY CURRICULUM/GENERAL SUPPLIES		28.57	
10 E 100 411 110000 000			312931	SHEET PROTECTORS, FILING TABS, ERASERS, BB SET, NAMEPLATES, COUNTERS, COLORED PENCILS	4001213046	68.09	
				GENERAL FUND/ELEMENTARY CURRICULUM/GENERAL SUPPLIES		58.98	
10 E 100 440 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/NON-CAPITAL EQUIPMEN		9.11	
10 E 200 470 120000 000			312932	TAPE MEASURES, GEO REFLECTOR/MIRRORS, DICE SET	5011213033	358.60	
				GENERAL FUND/REGULAR CURRICULUM/TEXTBKs/WORKBKs		358.60	
10 E 100 411 110000 000			312935	16 month calendar, plastic top loading envelopes, chart tablets, sentence strips, nameplates, seals, bags,	4001213021	339.55	
				GENERAL FUND/ELEMENTARY CURRICULUM/GENERAL SUPPLIES		339.55	
63295 MARSHFIELD CLINIC		09/17/2012	8-008-730	EMPLOYMENT PHYSICALS	0	116.30	116.30
10 E 800 310 264500 000				GENERAL FUND/STAFF HEALTH SERVICES/PERSONAL SERVICES		43.30	
50 E 800 310 257220 000				FOOD SERVICE FUND/FOOD SERVICE-LUNCH PROGRAM/PERSONAL S		73.00	
63296 JAYME & KIM MARTEN		09/17/2012	8/22/12-8/30/12	MILES TO ABBY CHRISTIAN ACADEMY	0	32.40	32.40
10 E 800 341 256730 000				GENERAL FUND/PARENT TRANSPORTATION/PUPIL TRAVEL		32.40	
63297 GANNETT WISCONSIN MEDIA		09/17/2012	6647293	FOUR YEAR OLD KINDERGARTEN AD	0	159.77	159.77
10 E 800 354 263300 000				GENERAL FUND/PUBLIC INFORMATION/PRINTING & BINDING		159.77	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
63298	Vendor Continued Void	09/17/2012					0.00
63299	MCGRAW HILL CO (REMITTANCE)	09/17/2012	68860478001	GLENCOE LITERTURE COURSE 5 BOOKS/MATERIALS	5001213047	5,644.32	5,875.10
10 E 800 470 122000 000				GENERAL FUND/ENGLISH/TEXTBKS/WORKBKS		5,644.32	
			68969970001	CREDIT ON LITERATURE BOOKS ORDERED IN ERROR	5001213040	-5,174.40	
10 E 800 470 122000 000				GENERAL FUND/ENGLISH/TEXTBKS/WORKBKS		-5,174.40	
			69167718001	Everyday Math Books Grade 1, Pattern Block templates	4001213076	1,608.63	
10 E 100 470 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/TEXTBKS/WORKBKS		1,608.63	
			69207143001	Gr. 3 Everyday Math Student workbooks and templates	4001213077	1,399.18	
10 E 100 470 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/TEXTBKS/WORKBKS		1,399.18	
			69207143002	GR. 4 Everyday Math Student workbooks	4001213078	1,435.19	
10 E 100 470 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/TEXTBKS/WORKBKS		1,435.19	
			69207143003	GR 2 Everyday Math Student workbooks	4001213079	963.87	
10 E 100 470 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/TEXTBKS/WORKBKS		963.87	
			69280548001	GR. 3 EVERYDAY MATH WORKBOOKS	4001213082	302.75	
10 E 100 470 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/TEXTBKS/WORKBKS		302.75	
			8000261130	CREDIT ON SHIPPING OVERCHARGED ON INV #68860478001	5001213047	-304.44	
10 E 800 470 122000 000				GENERAL FUND/ENGLISH/TEXTBKS/WORKBKS		-304.44	
63300	MENARDS	09/17/2012	19372	LAB SUPPLIES: DOWELS, RODS, WEBCAM, SCREEN, BATTERIES, PROPANE, WATERPUTTY, DUCT TAPE, EPOXY,	5001213025	183.70	218.70

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
10 E 800 411 126000 000			GENERAL FUND/SCIENCE/GENERAL SUPPLIES	SCREWS, BOLTS, TENNIS BALL, NAILS, EYE HOOKS, CABLE, SUPER GLUE, SANDPAPER, TORCH KIT		183.70	
			20736	LAB SUPPLIES: REDISHINE, UTILITY KNIFE, DUCT TAPE, VALVE, PVC MISC, CEMENT, BUSHING	5001213025	35.00	
10 E 800 411 126000 000			GENERAL FUND/SCIENCE/GENERAL SUPPLIES			35.00	
63301 MOORE MEDICAL LLC		09/17/2012	97406589	BANDAIDS	1011213016	103.08	103.08
10 E 800 411 253300 000			GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES			103.08	
63302 NASSCO INC		09/17/2012	S1611889.001	RESTROOM SUPPLIES: ROLL TOWELING, BATH TISSUE, URINAL SCREEN MIST	0	1,144.89	1,144.89
10 E 800 411 253300 000			GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES			1,144.89	
63303 FTJ ADMINISTRATORS - NATL ASSO		09/17/2012	00524 0204142 7 2	INSURANCE	0	136.00	136.00
24 E 800 711 270000 000			FEDERAL HANDICAPPED PROJECTS/INSURANCE/DISTRICT LIABILI			136.00	
63304 AMERICAN WELDING & GAS INC		09/17/2012	01879795	ELECTRODES, WIRE	5021213163	243.50	1,298.24
10 E 800 411 136000 000			GENERAL FUND/TECH ED/GENERAL SUPPLIES			243.50	
			01879796	GRINDING WHEELS, TODS, SHIELD, NOZZLES, TIPS, FLUX	5021213159	485.19	
10 E 800 411 131000 000			GENERAL FUND/AGRICULTURE/GENERAL SUPPLIES			485.19	
			01885569	CONTACT TIPS	5021213159	15.10	
10 E 800 411 131000 000			GENERAL FUND/AGRICULTURE/GENERAL SUPPLIES			15.10	
			01885570	FLUX, RODS	5021213159	515.70	
10 E 800 411 131000 000			GENERAL FUND/AGRICULTURE/GENERAL SUPPLIES			515.70	
			1889892	CYLINDER RENTAL	0	38.75	
10 E 800 411 253300 000			GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES			38.75	
63305 AMERICAN WELDING & GAS INC		09/17/2012	1866816/1890394	POOL: CARBON DIOXIDE & CYLINDER RENTAL	0	101.35	101.35

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		101.35	
63306	PARKSIDE BUS	09/17/2012	DAILY ROUTES	BUSES	0	25,088.51	31,286.40
10 E 800 341 256710 000				GENERAL FUND/FLEET PUPIL TRANSPORTATION/PUPIL TRAVEL		25,088.51	
10 E 800 341 256743 000			20 ST. 73 MI	VOLLEYBALL	0	173.51	
				GENERAL FUND/ATHLETIC PUPIL TRANSPORTATION/PUPIL TRAVEL		173.51	
10 E 800 341 256743 000			25 ST. 114 MI	CROSS COUNTRY	0	301.94	
				GENERAL FUND/ATHLETIC PUPIL TRANSPORTATION/PUPIL TRAVEL		301.94	
10 E 800 341 256743 000			25 ST. 125 MI	CROSS COUNTRY	0	304.10	
				GENERAL FUND/ATHLETIC PUPIL TRANSPORTATION/PUPIL TRAVEL		304.10	
10 E 800 341 256743 000			25 ST. 87 MI	CROSS COUNTRY	0	245.05	
				GENERAL FUND/ATHLETIC PUPIL TRANSPORTATION/PUPIL TRAVEL		245.05	
10 E 800 341 256710 000			AUGUST	SMALL BUS	0	4,327.58	
				GENERAL FUND/FLEET PUPIL TRANSPORTATION/PUPIL TRAVEL		4,327.58	
10 E 800 348 256710 000			JUNE/JULY 2012	FUEL ESCALATION	0	845.71	
				GENERAL FUND/FLEET PUPIL TRANSPORTATION/VEHICLE FUEL		845.71	
63307	PERMA-BOUND	09/17/2012	1463471-00	REBIND 45 COPIES OF 'SHORT FICTION' BOOKS	5001213046	472.50	472.50
10 E 800 470 122000 000				GENERAL FUND/ENGLISH/TEXTBKs/WORKBKs		472.50	
63308	QUIL CORPORATION (REMITTANCE)	09/17/2012	5432049	MASKING TAPE	0	295.68	295.68
10 E 800 411 120000 000				GENERAL FUND/REGULAR CURRICULUM/GENERAL SUPPLIES		295.68	
63309	RAMADA INN	09/17/2012	CONF #143577	WMEA FALL UPDATE ROOM - TRACI ANDERSON 1 ROOM FOR NOV. 7 & 8, 2012	0	140.00	140.00
10 E 800 342 221300 401				GENERAL FUND/INST. STAFF SERV. - TRAINING/EMPLOYEE TRAV		140.00	
63310	REALLY GOOD STUFF	09/17/2012	4018312	BANNER, ERASERS, POSTER SET, NOTEBOOKS, GAME, PENCILS	4001112087	100.35	100.35
10 E 100 411 110000 000				GENERAL FUND/ELEMENTARY CURRICULUM/GENERAL SUPPLIES		100.35	
63311	BETHANIE & DAN SCHMIDT	09/17/2012	8/22/12-8/30/12	MILES TO ABBY CHRISTIAN ACADEMY	0	14.40	14.40
10 E 800 341 256730 000				GENERAL FUND/PARENT TRANSPORTATION/PUPIL TRAVEL		14.40	
63312	DONNA SCHMIDT	09/17/2012	REIMBURSEMENT	CAMP CMS - FROZEN TREATS	0	4.47	4.47

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
10 E 100 415 213000 000				GENERAL FUND/PUPIL SERVICES - GUIDANCE/FOOD		4.47	
63313	SCHOLASTIC (REMITTANCE)	09/17/2012	M4885783	UPFRONT Classroom Magazines	5001213041	273.63	273.63
10 E 800 411 127000 000				GENERAL FUND/SOCIAL STUDIES/GENERAL SUPPLIES		273.63	
63314	SHIFFLER (REMITTANCE)	09/17/2012	1223309300	HOOKS, CHAINS, PENCIL SHARPENERS	0	737.67	862.90
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		737.67	
10 E 800 411 253300 000			1224108600	SWIVEL GLIDES	0	125.23	
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		125.23	
63315	SKYWARD ACCOUNTING DEPT	09/17/2012	155615	PROJECT MANAGEMENT HOURS, ES SERVICES	0	1,670.00	1,670.00
10 E 800 480 266000 000				GENERAL FUND/TECHNOLOGY COORD/PROJECTS/NON-INSTRUCT COM		1,670.00	
63316	SOLUTION TREE LLC	09/17/2012	715295	4 RESOURCE BOOKS	0	112.96	112.96
10 E 800 411 232100 000				GENERAL FUND/OFFICE OF SUPERINTENDENT/GENERAL SUPPLIES		112.96	
63317	THE STAR NEWS	09/17/2012	STATEMENT	HS SUBSCRIPTION	2001213029	29.25	29.25
10 E 400 433 222200 000				GENERAL FUND/LMC - INST SERVICE/NEWSPAPERS		29.25	
63318	STERLING WATER INC	09/17/2012	342X03172007	SOLAR SALT/TRANSP FEE	0	133.30	133.30
10 E 800 411 253300 000				GENERAL FUND/OPERATION OF BUILDINGS/GENERAL SUPPLIES		133.30	
63319	T & C WATER SYSTEMS	09/17/2012	24113	BOTTLED WATER & OCTOBER COOLER RENT	0	19.45	19.45
10 E 800 411 232100 000				GENERAL FUND/OFFICE OF SUPERINTENDENT/GENERAL SUPPLIES		19.45	
63320	TARGET	09/17/2012	701-249-237	BEHAVIORAL INCENTIVES, LOCKS, MUSIC, MISC	6001213057	191.99	191.99
24 E 400 411 158100 000				FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP		191.99	
63321	TDS TELECOM (REMITTANCE)	09/17/2012	NEILLSVILLE	SECURITY/ELEVATOR	0	185.00	185.00
10 E 900 355 263300 000				GENERAL FUND/PUBLIC INFORMATION/TELEPHONE		185.00	
63322	PAT THIES	09/17/2012	INS RETIRED	MEDICAL EXPENSE	0	1,634.71	1,634.71
10 E 800 241 291000 000				GENERAL FUND/EARLY RETIREMENT/MEDICAL		1,634.71	
63323	TP PRINTING CO INC	09/17/2012	AUGUST 2012	HELP WANTED ADS, SCHOOL GARAGE SALE AD	0	559.20	559.20
10 E 800 354 263300 000				GENERAL FUND/PUBLIC INFORMATION/PRINTING & BINDING		559.20	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
63324	WAL-MART COMMUNITY	09/17/2012	00475	ENERGY ED MINI GRANT: BULBS	1011213020	56.00	56.00
10 E 800 411 253300 000			GENERAL FUND/OPERATION OF	BUILDINGS/GENERAL SUPPLIES		56.00	
63325	WAL-MART COMMUNITY	09/17/2012	01022	CLASSROOM SUPPLIES & INCENTIVES	6001213035	204.44	284.92
24 E 100 411 158100 000			FEDERAL HANDICAPPED PROJECTS/MULTICATEGORICAL HANDICAPP			204.44	
			01371	Rolling plastic totes with drawers for math manipulatives.	4001213025	37.94	
10 E 100 440 110000 000			GENERAL FUND/ELEMENTARY CURRICULUM/NON-CAPITAL EQUIPMEN			37.94	
			04677	CONSUMABLES USED IN MATH OR SCIENCE -- GR. 4	4001213083	42.54	
10 E 100 411 110000 000			GENERAL FUND/ELEMENTARY CURRICULUM/GENERAL SUPPLIES			42.54	
63326	WAL-MART COMMUNITY	09/17/2012	07171	ENERGY ED MINI GRANT: BULBS	1011213020	100.00	100.00
10 E 800 411 253300 000			GENERAL FUND/OPERATION OF	BUILDINGS/GENERAL SUPPLIES		100.00	
63327	WCASS	09/17/2012	4181780	SAMANTHA PENRY MEMBER DUES FY 12-13	0	350.00	350.00
24 E 800 940 223300 000			FEDERAL HANDICAPPED PROJECTS/EEN DIRECTOR/DUES & FEES			350.00	
63328	WE ENGERGIES	09/17/2012	8/2/12-8/31/12	NEILLSVILLE ADMIN BUILDING	0	20.17	20.17
10 E 900 331 253300 000			GENERAL FUND/OPERATION OF	BUILDINGS/GAS FOR HEAT		20.17	
63329	WIL-KIL PEST CONTROL	09/17/2012	2102148	HIGH SCHOOL PEST CONTROL	0	36.50	80.50
10 E 800 320 253300 000			GENERAL FUND/OPERATION OF	BUILDINGS/PROPERTY SERVICE		36.50	
			2102275	ELEMENTARY SCHOOL PEST CONTROL	0	44.00	
10 E 800 320 253300 000			GENERAL FUND/OPERATION OF	BUILDINGS/PROPERTY SERVICE		44.00	
63330	WI DEPT OF JUSTICE	09/17/2012	G2930	6 BACKGROUND SEARCHES	0	42.00	42.00
10 E 800 310 232100 000			GENERAL FUND/OFFICE OF SUPERINTENDENT/PERSONAL SERVICES			42.00	
63331	WMEA	09/17/2012	PREPAID	WMEA FALL UPDATE REGISTRATION - TRACI ANDERSON	0	150.00	150.00
10 E 800 342 221300 401			GENERAL FUND/INST. STAFF SERV. - TRAINING/EMPLOYEE TRAV			150.00	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
63332	XCEL ENERGY	09/17/2012	ADAMS ST HOUSE	8/6/12-9/5/12	0	17.20	199.35
10 E 800 336 253300 000			GENERAL FUND/OPERATION OF BUILDINGS/ELECTRICITY OTHER T			17.20	
			CD/EC	8/6/12--9/5/12	0	182.15	
10 E 800 336 253300 000			GENERAL FUND/OPERATION OF BUILDINGS/ELECTRICITY OTHER T			182.15	
				82 Computer	Check(s) For a Total of		237,071.32

Initial Budget Draft timelines

- ✓ **Week of June 11th** – Finance Committee meets to review/draft rough budget.
- ✓ **June 21st Board Meeting** - Initial Budget to Board for Review.
- ✓ **Week of August 6th** – Finance Committee meets to draft rough budget.
- ✓ **August 20th Board Meeting** – Board review of Updated budget.
- ✓ **Week of September 10th** – Finance Committee meets to review final draft budget.

September 17th Board Meeting – Board Approval of 2012-13 Budget for presentation at Annual Meeting.

September 24th Annual Meeting @ 8:00– Annual meeting.

(Packers at Seahawks @ 7:30)

	Revenue	Expenses		notes
2011-12	10,219,520	9,683,098	534,422	¹
2012-13	10,183,571	10,276,744	-93,173	²

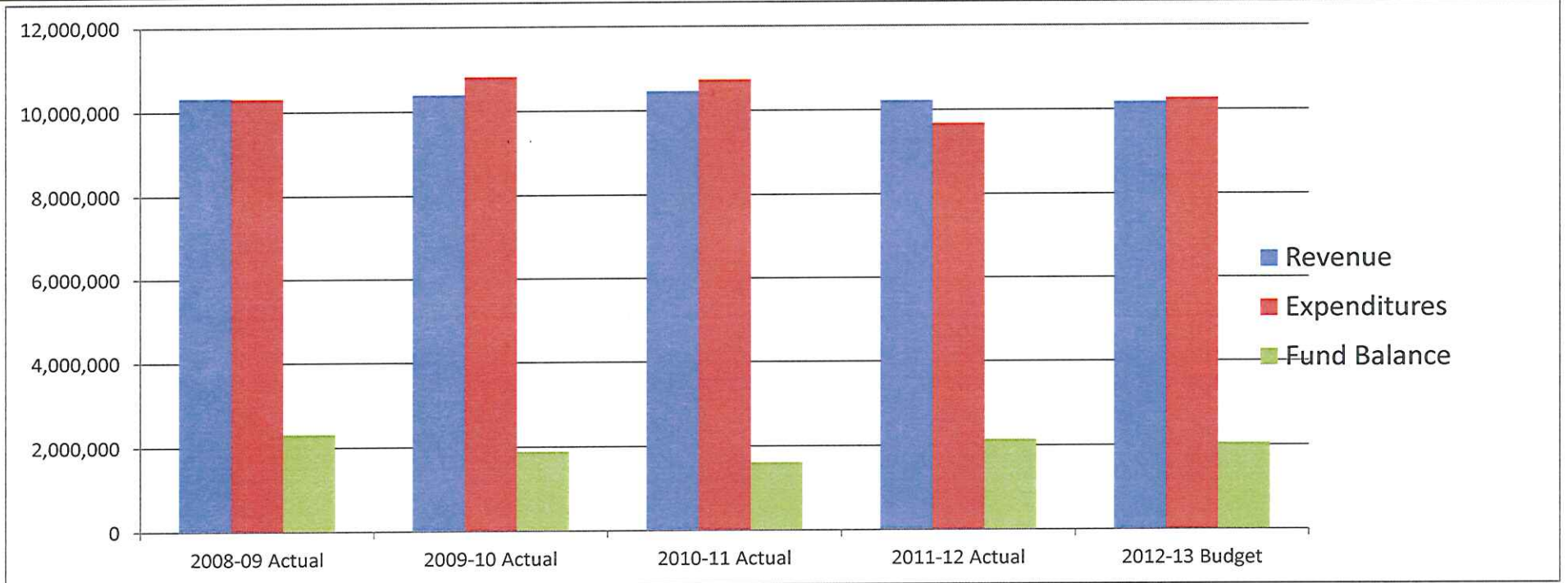
	Fund Balance	
2013	2,050,034	<i>projected</i>
2012	2,143,207	¹
2011	1,608,785	1,236,632 ³
2010	1,886,601	
2009	2,317,858	
2008	2,302,912	

notes

- 1 includes 311,855 carry forward for health insurance HRA
- 2 deficit does NOT include the 311,855 carry forward for health insurance HRA
- 3 projected fund balance starting the 2010-11 budget year

2012-13 Budget

	2008-09 Actual	2009-10 Actual	2010-11 Actual	2011-12 Actual	2012-13 Budget
Revenue	10,326,982	10,387,066	10,452,795	10,217,520	10,183,571
Expenditures	10,312,036	10,818,322	10,730,612	9,683,098	10,276,744
Fund Balance	2,317,858	1,886,601	1,608,785	2,143,207	2,050,034



<u>MILL RATE</u>	
2002	10.58
2003	10.79
2004	9.08
2005	7.69
2006	7.72
2007	9.09
2008	8.59
2009	7.95
2010	8.02
2011	8.26
2012 Projected	8.96

ACCT. #	Obj	11-12	11-12	2012-2013	2012-13	Unexpended
		Original Budget	FY Activity	Original Budget	FY Activity	Balance
10 E --- --- 110000 ---	ELEMENTARY CURRICULUM	1,828,576.00	1,713,071.96	1,720,253.00	168,841.47	1,551,411.53
10 E --- --- 11----- ---	ELEMENTARY CURRICULUM	1,828,576.00	1,713,071.96	1,720,253.00	168,841.47	1,551,411.53
10 E --- --- 120000 ---	REGULAR CURRICULUM	1,778,508.00	1,691,775.85	1,815,240.00	161,522.73	1,653,717.27
10 E --- --- 121000 ---	ART	7,688.00	6,508.65	5,850.00	4,762.41	1,087.59
10 E --- --- 122000 ---	ENGLISH	311,959.00	277,937.75	320,468.00	38,296.28	282,171.72
10 E --- --- 123000 ---	FOREIGN LANGUAGE	3,185.00	3,153.29	800.00	257.57	542.43
10 E --- --- 124000 ---	MATHEMATICS	10,049.00	686.11	9,640.00	1,809.11	7,830.89
10 E --- --- 125400 ---	VOCAL MUSIC	8,170.00	5,765.45	8,725.00	0.00	8,725.00
10 E --- --- 125500 ---	INSTRUMENTAL MUSIC	5,701.00	3,348.46	4,465.00	16.00	4,449.00
10 E --- --- 126000 ---	SCIENCE	8,012.00	5,076.22	6,660.00	4,323.69	2,336.31
10 E --- --- 127000 ---	SOCIAL STUDIES	3,000.00	2,456.88	1,564.00	1,439.98	124.02
10 E --- --- 12----- ---	REGULAR CURRICULUM	2,136,272.00	1,996,708.66	2,173,412.00	212,427.77	1,960,984.23
10 E --- --- 131000 ---	AGRICULTURE	52,382.00	50,443.20	56,995.00	6,179.70	50,815.30
10 E --- --- 132000 ---	BUSINESS EDUCATION	56,690.00	53,176.11	56,345.00	3,891.28	52,453.72
10 E --- --- 135000 ---	FAMILY & CONSUMER EC	53,636.00	45,552.62	52,800.00	3,756.65	49,043.35
10 E --- --- 136000 ---	TECH ED	137,005.00	122,726.58	140,660.00	16,673.54	123,986.46
10 E --- --- 139000 ---	OTHER VOC.EMPLOYABILITY SKILLS	0.00	2,595.76	1,000.00	25.00	975.00
10 E --- --- 13----- ---	VOCATIONAL CURRICULUM	299,713.00	274,494.27	307,800.00	30,526.17	277,273.83
10 E --- --- 141000 ---	HEALTH	2,180.00	42,942.39	61,311.00	4,989.97	56,321.03
10 E --- --- 143000 ---	PHYSICAL EDUCATION	236,735.00	173,810.22	163,223.00	12,828.68	150,394.32

ACCT. #	Obj	11-12	11-12	2012-2013	2012-13	Unexpended
		Original Budget	FY Activity	Original Budget	FY Activity	Balance
10 E --- --- 14----	PHYSICAL CURRICULUM	238,915.00	216,752.61	224,534.00	17,818.65	206,715.35
10 E --- --- 161310 ---	FUTURE BUSINESS LEADERS OF AM.	600.00	173.25	500.00	0.00	500.00
10 E --- --- 161311 ---	FUTURE FARMERS OF AMERICA	4,238.00	4,226.56	4,180.00	219.95	3,960.05
10 E --- --- 161312 ---	FCCLA	1,480.00	214.39	1,580.00	0.00	1,580.00
10 E --- --- 161320 ---	MATHEMATICS LEAGUE	90.00	90.00	90.00	90.00	0.00
10 E --- --- 161333 ---	VOC.INDUSTRIAL CLUBS OF AM.	3,410.00	2,299.75	2,500.00	0.00	2,500.00
10 E --- --- 161338 ---	YEARBOOK/ANNUAL STAFF	1,200.00	0.00	0.00	0.00	0.00
10 E --- --- 161339 ---	FORENSICS	2,305.00	1,482.35	1,700.00	325.00	1,375.00
10 E --- --- 162001 ---	ATHLETICS-GENERAL	3,950.00	5,171.88	4,460.00	3,915.38	544.62
10 E --- --- 162105 ---	GIRLS BASKETBALL	11,806.00	12,302.37	12,058.00	0.00	12,058.00
10 E --- --- 162107 ---	DANCE TEAM	0.00	41.29	0.00	0.00	0.00
10 E --- --- 162117 ---	GIRLS SOFTBALL	7,572.00	7,988.04	7,527.00	126.93	7,400.07
10 E --- --- 162121 ---	GIRLS VOLLEYBALL	13,894.00	14,383.23	15,081.00	1,509.35	13,571.65
10 E --- --- 162124 ---	GIRLS SWIMMING	13,146.00	12,381.39	13,766.00	4,348.26	9,417.74
10 E --- --- 162204 ---	BOYS BASEBALL	7,958.00	8,349.92	10,955.00	226.06	10,728.94
10 E --- --- 162205 ---	BOYS BASKETBALL	16,633.00	16,464.19	16,043.00	199.91	15,843.09
10 E --- --- 162210 ---	FOOTBALL	28,023.00	34,341.73	25,586.00	4,624.98	20,961.02
10 E --- --- 162212 ---	BOYS GOLF	3,256.00	4,236.81	4,530.00	0.00	4,530.00
10 E --- --- 162308 ---	BOYS/GIRLS XC	5,995.00	6,035.02	7,089.00	953.01	6,135.99
10 E --- --- 162319 ---	TRACK-BOYS/GIRLS	18,943.00	18,427.00	14,953.00	233.27	14,719.73

ACCT. #	Obj	11-12	11-12	2012-2013	2012-13	Unexpended
		Original Budget	FY Activity	Original Budget	FY Activity	Balance
10 E --- --- 16----	CO-CURRICULAR	144,499.00	148,609.17	142,598.00	16,772.10	125,825.90
10 E --- --- 172000 ---	GIFTED/TALENTED	2,700.00	1,140.00	2,500.00	0.00	2,500.00
10 E --- --- 173000 ---	HOMEBOUND NON EEN	328.00	0.00	0.00	0.00	0.00
10 E --- --- 174000 ---	SCHOOL AGE PARENT PROG.	328.00	0.00	0.00	0.00	0.00
10 E --- --- 179000 ---	OTHER SPECIAL NEEDS	0.00	312.83	0.00	0.00	0.00
10 E --- --- 17-----	SPECIAL NEEDS	3,356.00	1,452.83	2,500.00	0.00	2,500.00
10 E --- --- 213000 ---	PUPIL SERVICES - GUIDANCE	247,028.00	233,099.31	219,100.00	22,057.17	197,042.83
10 E --- --- 215000 ---	PSYCHOLOGICAL SERVICES	9,316.00	17,938.67	2,947.00	543.83	2,403.17
10 E --- --- 21-----	PUPIL SERVICES	256,344.00	251,037.98	222,047.00	22,601.00	199,446.00
10 E --- --- 221200 ---	CURRICULUM DEVELOPMENT	21,022.00	26,724.66	27,065.00	9,416.44	17,648.56
10 E --- --- 221300 ---	INST. STAFF SERV. - TRAINING	67,359.00	59,727.74	71,643.00	16,141.08	55,501.92
10 E --- --- 221900 ---	PARENT-IMPROVEMT OF INSTRUCTIO	1,000.00	68.00	900.00	0.00	900.00
10 E --- --- 222000 ---	EDUCATIONAL MEDIA	175,426.00	189,510.87	214,952.00	8,782.83	206,169.17
10 E --- --- 222200 ---	LMC - INST SERVICE	51,743.00	50,260.67	53,495.00	10,497.56	42,997.44
10 E --- --- 222300 ---	A.V. MEDIA TECH,MATH,SCIENCE	3,715.00	3,715.00	3,715.00	1,114.50	2,600.50
10 E --- --- 223710 ---	VOCATIONAL ED. ADMINISTRATION	2,986.00	2,986.00	3,000.00	895.80	2,104.20
10 E --- --- 223910 ---	READING SPECIALIST	69,610.00	70,473.98	47,635.00	9,762.96	37,872.04
10 E --- --- 22-----	INSTRUCTIONAL STAFF SERVICES	392,861.00	403,466.92	422,405.00	56,611.17	365,793.83
10 E --- --- 231100 ---	BOARD OF EDUCATION	23,500.00	16,614.21	19,715.00	12,517.96	7,197.04
10 E --- --- 231400 ---	BD. OF ED. ELECTIONS	600.00	491.00	0.00	0.00	0.00

ACCT. #		11-12	11-12	2012-2013	2012-13	Unexpended
	Obj	Original Budget	FY Activity	Original Budget	FY Activity	Balance
10 E --- --- 231500 ---	BOARD OF ED. LEGAL	20,000.00	2,012.80	5,000.00	0.00	5,000.00
10 E --- --- 231700 ---	BOARD OF ED. AUDIT	10,000.00	9,160.00	9,500.00	1,010.00	8,490.00
10 E --- --- 232100 ---	OFFICE OF SUPERINTENDENT	261,570.00	228,274.51	246,189.00	48,932.50	197,256.50
10 E --- --- 239000 ---	OTHER ADMINISTRATION	13,100.00	14,098.00	14,250.00	0.00	14,250.00
10 E --- --- 23-----	GENERAL ADMINISTRATION	328,770.00	270,650.52	294,654.00	62,460.46	232,193.54
10 E --- --- 241000 ---	OFFICE OF PRINCIPAL	520,605.00	528,058.32	575,717.00	80,649.15	495,067.85
10 E --- --- 24-----	BUILDING ADMINISTRATION	520,605.00	528,058.32	575,717.00	80,649.15	495,067.85
10 E --- --- 252000 ---	FISCAL	169,992.00	167,748.59	154,065.00	44,818.11	109,246.89
10 E --- --- 253200 ---	OPERATION-SITES	19,800.00	5,242.15	8,910.00	413.50	8,496.50
10 E --- --- 253300 ---	OPERATION OF BUILDINGS	838,135.00	742,279.08	828,660.00	153,245.02	675,414.98
10 E --- --- 254200 ---	MAINTENANCE-SITES	4,900.00	1,512.80	2,500.00	2,719.39	-219.39
10 E --- --- 254300 ---	MAINTENANCE-BUILDINGS	68,700.00	70,728.58	79,700.00	13,694.33	66,005.67
10 E --- --- 254410 ---	REPAIR INSTRUCT EQUIP	11,500.00	10,012.21	11,000.00	7,768.90	3,231.10
10 E --- --- 254490 ---	REPAIR OTHER EQUIP	6,000.00	3,120.66	4,500.00	1,743.79	2,756.21
10 E --- --- 254500 ---	MAINTENANCE-VEHICLES	4,200.00	3,182.91	4,200.00	1,116.41	3,083.59
10 E --- --- 255300 ---	REMODELING	5,000.00	0.00	5,000.00	0.00	5,000.00
10 E --- --- 256710 ---	FLEET PUPIL TRANSPORTATION	626,880.00	632,542.74	646,000.00	105,489.68	540,510.32
10 E --- --- 256711 ---	KINDERGARTEN TRANSPORTATION	0.00	526.33	0.00	0.00	0.00
10 E --- --- 256720 ---	SHUTTLE SERV. TRANSPORTATION	3,710.00	3,551.96	3,780.00	0.00	3,780.00
10 E --- --- 256730 ---	PARENT TRANSPORTATION	1,200.00	1,153.32	1,500.00	85.68	1,414.32

ACCT. #		11-12	11-12	2012-2013	2012-13	Unexpended
	Obj	Original Budget	FY Activity	Original Budget	FY Activity	Balance
10 E --- --- 256742 ---	CO-CURRICULAR PUPIL TRANSPORTA	11,000.00	11,212.56	11,202.00	152.21	11,049.79
10 E --- --- 256743 ---	ATHLETIC PUPIL TRANSPORTATION	34,940.00	34,764.61	35,585.00	2,491.17	33,093.83
10 E --- --- 256770 ---	FIELD TRIP TRANSPORTATION	6,200.00	7,063.78	6,315.00	0.00	6,315.00
10 E --- --- 258100 ---	ANCILLARY SUPPORT-INTERNAL SER	880.00	880.00	880.00	264.00	616.00
10 E --- --- 258300 ---	DELIVERY SERVICE-CESA	1,430.00	1,430.00	1,430.00	414.00	1,016.00
10 E --- --- 258400 ---	COPYING/DUPLICATING	43,100.00	46,021.70	46,500.00	6,718.59	39,781.41
10 E --- --- 25----- ---	BUSINESS ADMINISTRATION	1,857,567.00	1,742,973.98	1,851,727.00	341,134.78	1,510,592.22
10 E --- --- 262100 ---	DIRECTION OF SYSTEMOLOGY	4,020.00	4,020.00	4,030.00	1,245.00	2,785.00
10 E --- --- 263300 ---	PUBLIC INFORMATION	40,200.00	36,722.72	40,300.00	7,186.84	33,113.16
10 E --- --- 264500 ---	STAFF HEALTH SERVICES	3,000.00	2,923.10	3,500.00	100.30	3,399.70
10 E --- --- 266000 ---	TECHNOLOGY COORD/PROJECTS	194,589.00	203,563.28	261,380.00	65,983.52	195,396.48
10 E --- --- 26----- ---	CENTRAL SERVICES	241,809.00	247,229.10	309,210.00	74,515.66	234,694.34
10 E --- --- 270000 ---	INSURANCE	121,878.00	126,259.36	119,137.00	80,110.18	39,026.82
10 E --- --- 27----- ---	INSURANCE	121,878.00	126,259.36	119,137.00	80,110.18	39,026.82
10 E --- --- 280000 ---	DEBT SERVICE	8,000.00	14,867.97	1,300.00	0.00	1,300.00
10 E --- --- 28----- ---	DEBT SERVICE	8,000.00	14,867.97	1,300.00	0.00	1,300.00
10 E --- --- 291000 ---	EARLY RETIREMENT	219,615.00	215,449.99	180,000.00	1,833.56	178,166.44
10 E --- --- 292000 ---	CESA GEN. ADMINISTRATION	2,204.00	2,204.00	2,250.00	658.80	1,591.20
10 E --- --- 29----- ---	OTHER SUPPORT SERVICES	221,819.00	217,653.99	182,250.00	2,492.36	179,757.64
10 E --- --- 410000 ---	INTERFUND OPERATING TRANSFERS	950,000.00	888,567.94	900,000.00	0.00	900,000.00

SCHOOL DISTRICT OF COLBY
EXPENSE 12-13 Budget (Date: 6/2012)

ACCT. #	Obj	11-12 Original Budget	11-12 FY Activity	2012-2013 Original Budget	2012-13 FY Activity	Unexpended Balance
10 E --- --- 41----	INTERFUND OPERATING TRANSFERS	950,000.00	888,567.94	900,000.00	0.00	900,000.00
10 E --- --- 431000 ---	GEN.TUITION	100.00	39.35	0.00	0.00	0.00
10 E --- --- 431100 ---	TUITION RURAL VIRTUAL ACADEMY	3,000.00	10,285.00	3,000.00	0.00	3,000.00
10 E --- --- 431122 ---	TUITION DL ENGLISH	10,880.00	10,649.12	11,700.00	0.00	11,700.00
10 E --- --- 431123 ---	TUITION DL FOREIGN LANG	0.00	0.00	9,620.00	0.00	9,620.00
10 E --- --- 431126 ---	TUITION DL SCIENCE	0.00	0.00	1,110.00	0.00	1,110.00
10 E --- --- 431127 ---	TUITION DL SOC.STDIES	3,290.00	2,093.76	5,180.00	0.00	5,180.00
10 E --- --- 431129 ---	ALTERNATIVE SCHOOL	45,076.00	42,287.32	35,200.00	0.00	35,200.00
10 E --- --- 431132 ---	TUITION DL BUS.EDUC.	2,535.00	2,032.25	2,800.00	0.00	2,800.00
10 E --- --- 431134 ---	TUITION DL HEALTH OCCUP.	2,425.00	4,329.25	5,480.00	0.00	5,480.00
10 E --- --- 431138 ---	SIGN DL LANGUAGE	0.00	0.00	1,110.00	0.00	1,110.00
10 E --- --- 431152 ---	EARLY CHILDHOOD	0.00	3,450.25	2,000.00	0.00	2,000.00
10 E --- --- 435000 ---	TUITION OPEN ENROLLMT	534,997.00	565,954.20	750,000.00	0.00	750,000.00
10 E --- --- 43-----	GEN. TUITION PAYMENTS	602,303.00	641,120.50	827,200.00	0.00	827,200.00
10 E --- --- 490000 ---	NON-PROGRAM TRANSACTIONS	0.00	121.62	0.00	0.00	0.00
10 E --- --- 49-----	NON-PROGRAM TRANSACTIONS	0.00	121.62	0.00	0.00	0.00
10 - --- --- -----	GENERAL FUND	10,153,287.00	9,683,097.70	10,276,744.00	1,166,960.92	9,109,783.08

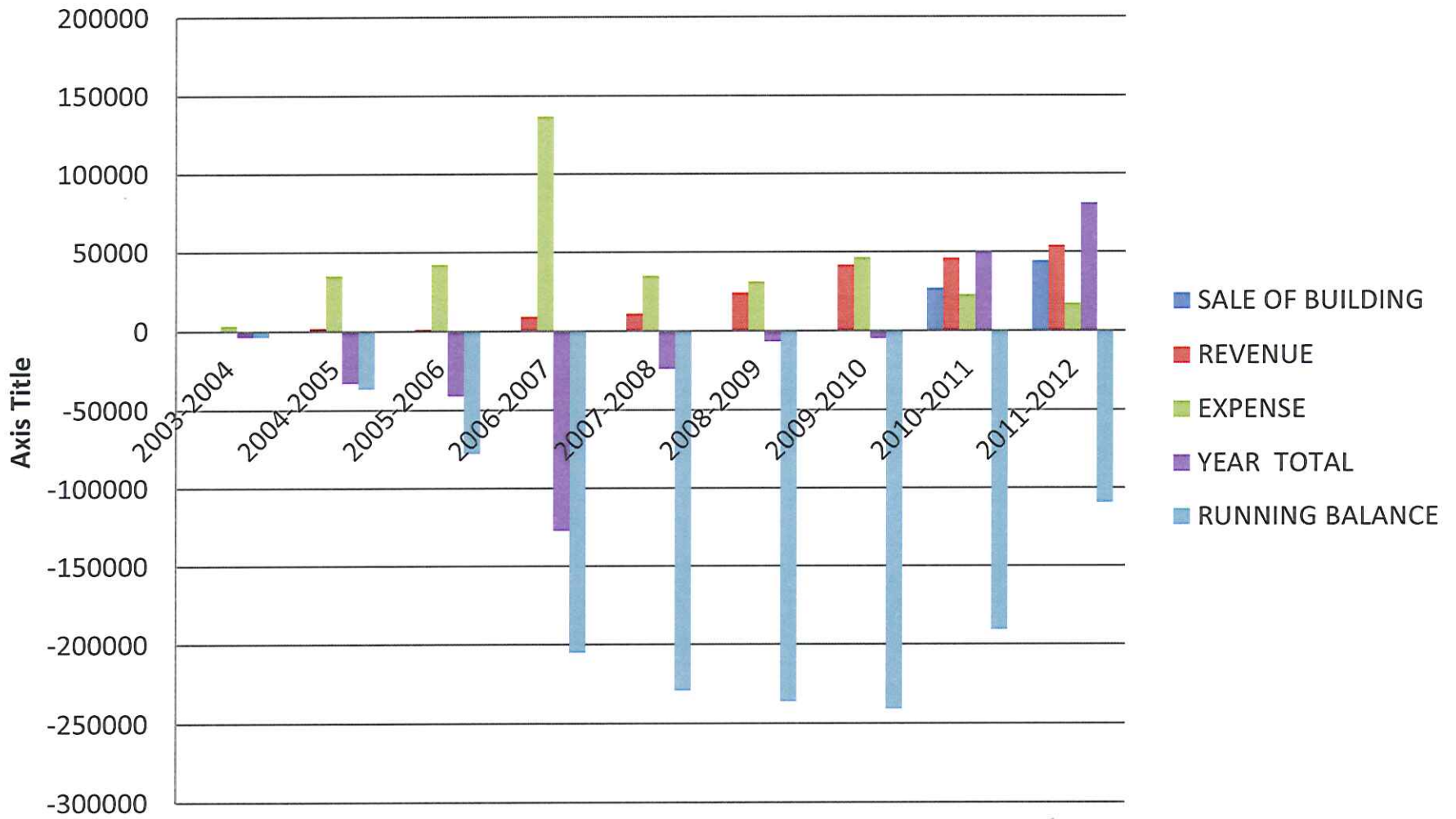
ACCT. #	Obj	11-12 Original Budget	11-12 FY Activity	2012-2013 Original Budget	2012-13 FY Activity	Unexpended Balance
<hr/>						
Grand Expense Totals		10,153,287.00	9,683,097.70	10,276,744.00	1,166,960.92	9,109,783.08

Number of Accounts: 2518

***** End of report *****

YEAR	SALE OF BUILDING	REVENUE	EXPENSE	YEAR TOTAL	RUNNING BALANCE
2003-2004			3621.18	-3621.18	-3621.18
2004-2005		2000.00	35100.09	-33100.09	-36721.27
2005-2006		1125.00	42256.18	-41131.18	-77852.45
2006-2007		9225.00	136686.27	-127461.27	-205313.72
2007-2008		11000.00	34870.86	-23870.86	-229184.58
2008-2009		24287.50	31116.8	-6829.30	-236013.88
2009-2010		41700.00	46517.44	-4817.44	-240831.32
2010-2011	26988	45990.00	22844.29	50133.71	-190697.61
2011-2012	44390	54015.00	17215.07	81189.93	-109507.68

NEILLSVILLE PROPERTY





College Readiness Letter for:
COLBY SCHOOL DISTRICT

August 22, 2012
Code: 507092

SUPERINTENDENT
COLBY SCHOOL DISTRICT
PO BOX 139
COLBY, WI 54421



223020554



011062110

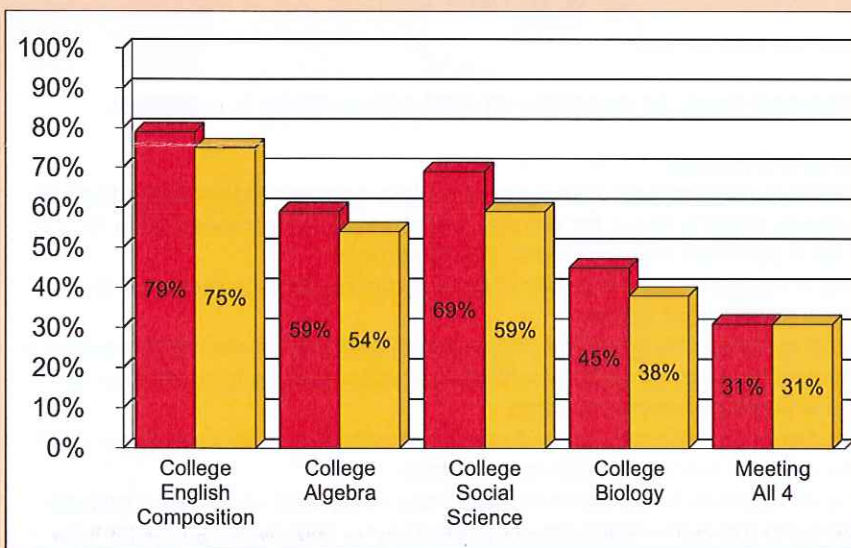
This report reflects the achievement of your graduates on the ACT over time and an indication of the extent to which they are prepared for college-level work. The ACT consists of curriculum-based tests of educational development in English, mathematics, reading, and science designed to measure the skills needed for success in first year college coursework. Table 1 shows the five-year trend of your ACT-tested graduates. From this table you can determine:

- Changes in the number and percentage of participants
- Score changes in subject areas and the ACT composite
- How your graduates compare with state averages

Table 1: Five Year Trends - Average ACT Scores

Grad Year	Total Tested		English		Mathematics		Reading		Science		Composite	
	District	State	District	State	District	State	District	State	District	State	District	State
2008	47	46,990	20.9	21.7	21.7	22.3	22.6	22.6	22.0	22.3	21.9	22.3
2009	45	46,658	21.1	21.7	20.5	22.2	22.4	22.6	21.1	22.3	21.3	22.3
2010	45	47,755	21.6	21.5	21.0	22.0	22.2	22.3	21.6	22.2	21.8	22.1
2011	42	47,693	22.4	21.6	21.8	22.1	22.5	22.2	23.3	22.3	22.6	22.2
2012	29	47,588	23.0	21.5	22.3	22.0	22.9	22.1	23.1	22.1	22.9	22.1

Figure 1. Percent of ACT-Tested Students Ready for College-Level Coursework



Are Your Students Ready for College?

While students will pursue a variety of paths after high school, all students should be prepared for college and work. Through collaborative research with postsecondary institutions nationwide, ACT has established the following as college readiness benchmark scores for designated college courses:

- * English Composition: 18 on ACT English Test
- * Algebra: 22 on ACT Mathematics Test
- * Social Science: 21 on ACT Reading Test
- * Biology: 24 on ACT Science Test

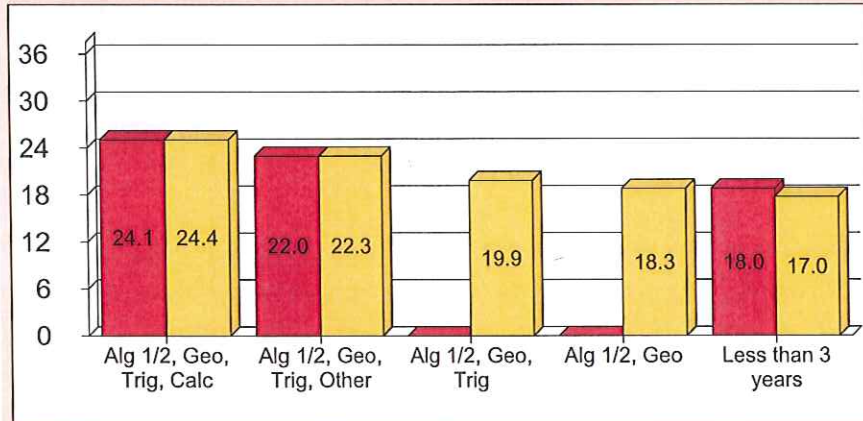
A benchmark score is the minimum score needed on an ACT subject-area test to indicate a 50% chance of obtaining a B or higher or about a 75% chance of obtaining a C or higher in the corresponding credit-bearing college courses.

A High School College Readiness Letter has been sent to the Principal of each high school with at least one ACT-tested graduate.

College Readiness Letter for: COLBY SCHOOL DISTRICT

ACT Research has shown that it is the rigor of coursework - rather than simply the number of core courses - that has the greatest impact on ACT performance and college readiness. Figures 2 and 3 report the value added by increasingly rigorous coursework in mathematics and science respectively.

Figure 2. Average ACT Mathematics Scores by Course Sequence

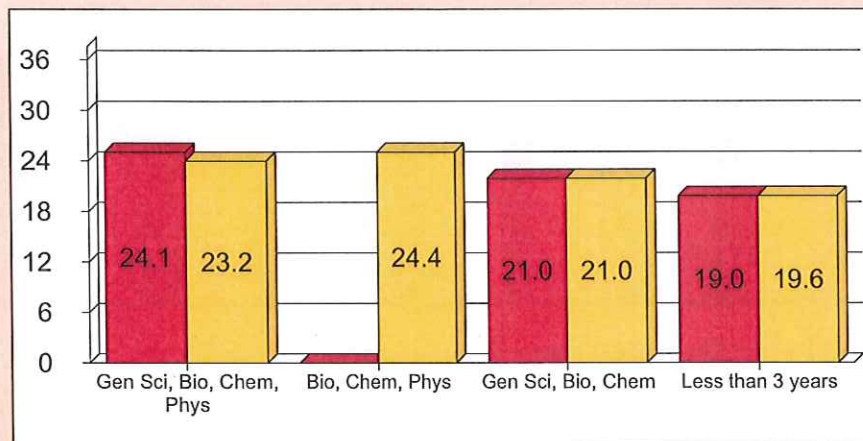


Value Added by Mathematics Courses

Students who take a minimum of Algebra 1, Algebra 2, and Geometry typically achieve higher ACT Mathematics scores than students who take less than three years of mathematics. In addition, students who take more advanced mathematics courses substantially increase their ACT Mathematics score.

■ Your District
■ State

Figure 3. Average ACT Science Scores by Course Sequence



Value Added by Science Courses

Students taking Biology and Chemistry in combination with Physics typically achieve higher ACT Science scores than students taking less than three years of science courses.

■ Your District
■ State

In order to ensure that all students are ready for college and work, an overview of vital action steps is provided.

College Readiness for All: An Action Plan for Schools and Districts

- 1. Create a Common Focus.** Establish collaborative partnerships with local and state postsecondary institutions to come to a shared understanding of what students need to know for college and workplace readiness. Use ACT's College Readiness Standards and the ACT as a common language to define readiness.
- 2. Establish High Expectations for All.** Create a school culture that identifies and communicates the need for all students to meet or exceed College Readiness Benchmark Scores.
- 3. Require a Rigorous Curriculum.** Review and evaluate the rigor and alignment of courses offered and required in your school in English, mathematics, and science to ensure that the foundational skills leading to readiness for college-level work are taught, reaffirmed, and articulated across courses.
- 4. Provide Student Counseling.** Engage all students in early college and career awareness, help them to set high aspirations, and ensure that they plan a rigorous high school coursework program.
- 5. Measure and Evaluate Progress.** Monitor and measure every student's progress early and often using college readiness assessments like EXPLORE, PLAN and the ACT. Make timely interventions with those students who are not making adequate progress in meeting college readiness standards.

To learn more about these recommended action steps and ACT programs that will help improve college readiness for your students, contact your ACT Regional Director at 847-634-2560 or email midwest.region@act.org.

SCHOOL DISTRICT OF COLBY
BUDGET HEARING AND ANNUAL MEETING

Monday, September 24, 2012 – 8:00 PM
Colby High School Theater

A G E N D A

A. Budget Hearing

1. **Call to Order & Introductions** – Mr. William Tesmer, President, Board of Education
2. **Pledge of Allegiance**
3. **State of the District** - Steve Kolden, Superintendent
4. **2011-2012 Treasurer's Report** – Mr. Eric Elmhorst, Treasurer, Board of Education
5. **Presentation of Proposed 2012-2013 Budget**– Mr. Eric Elmhorst, Treasurer, Board of Education
6. **Discussion and Questions on Proposed Budget**
7. **Motion to adjourn Budget Hearing**

B. Annual Meeting

1. **Call to Order** – Mr. William Tesmer, President, Board of Education
2. **Appointment of Recording Secretary**
3. **Election of Chairperson**
4. **Reading of Minutes of September 26, 2011 Annual Meeting**
Reading of Minutes can be waived upon passage of a motion to that effect. *A motion is needed to waive the oral reading of the minutes and accept the Minutes of the September 26, 2011 Annual Meeting as presented*
5. **Resolution A -- Adoption of the Tax Levy**
In accordance with Wisconsin Statute 120.12 (3) it is resolved that the Board of Education of the School District of Colby adopt a tax levy for the 2012-2013 school year in the amount of **\$2,677,368.00** which calls for an estimated tax levy mill rate of **8.96** mills (**\$8.96** per \$1000 of equalized property value).
A motion is needed to adopt this projected tax levy, understanding that "On or before, November 1 the school board shall determine the amount necessary to be raised to operate and maintain the schools of the school district if the annual meeting has not voted a tax sufficient for such purposes for the school year."
Wisconsin Statute 120.12(3) (a)
6. **Resolution B – Set Salary of School Board Members:**
It is resolved that the salary for School District of Colby Board of Education members be set at \$-- per meeting per member and that the President, Vice-President, Clerk and Treasurer will receive an additional \$-- per year. *Currently Board members earn \$50 per meeting and the President, Clerk, and Treasurer receive an additional \$100 per year. A motion is needed to establish the salaries of the Board.*
7. **Resolution C – Reimburse Board Members' Expenses:**
It is resolved that the School District of Colby Electors authorize the payment of actual and necessary expenses of a school board member, as approved by a majority Board, when traveling outside of the district in the performance of duties in accordance with district policies. *A motion is needed to reimburse board members' travel expenses.*
8. **Resolution D – Provide Insurance Coverage for Pupils:**
In accordance with Wisconsin Statute 120.13 (2) (a) it is resolved that the Board of Education provide accident insurance covering pupils in the school district. *A motion is needed to provide for this insurance.*
9. **Resolution E – Dispose of Surplus Property:**
It is resolved that the School District of Colby is authorized to sell or lease used and/or surplus real estate, property, equipment, furniture or supplies no longer needed for school purposes. *A motion is needed to authorize the lease or sale of surplus property, equipment and materials.*
10. **Resolution F – Establish the Date and Time for Next Year's Annual Meeting:**
It is resolved that the School District of Colby authorize the Board of Education to determine its next Annual Meeting during July of 2013. *A motion is needed to set the date of next year's Annual Meeting.*
11. **Other Business**
12. **Adjournment**

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON September 10, 2012 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, BK Anderson, LLC,

4 _____, offers to purchase the Property known as [Street Address] 1209 W. 4th Street
5 _____ in the _____ city

6 of Neillsville, County of Clark, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: One Hundred Twenty Thousand
9 _____ Dollars (\$ 120,000.00).

10 ■ EARNEST MONEY of \$ xxxxxxxxxxxxxxxxxxxxxx accompanies this Offer and earnest money of \$ 1,000.00 will be
11 mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or

12 _____
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: _____
16 _____

17 All personal property included in purchase price will be transferred by bill of sale or list of items.
18 _____
19 _____

20 ■ NOT INCLUDED IN PURCHASE PRICE: Sellers' personal property
21 _____
22 _____

23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.

25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 September 21, 2012. Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer.
32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

38 Seller's recipient for delivery (optional): Coldwell Banker Brenizer % Mike Krohn or designee
39 Buyer's recipient for delivery (optional): Coldwell Banker Brenizer % Mike Krohn or designee

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,

51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): _____

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated April 21, 2009
59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 _____

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

63 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §**
64 **709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real**
65 **estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied**
66 **the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.**

67 **CLOSING** This transaction is to be closed no later than February 15, 2013

68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and _____
71 _____

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

77 Current assessment times current mill rate (current means as of the date of closing)

78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)

80 _____

81 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
82 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
83 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are _____
96 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (~~is not~~) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____
106 _____ . If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** Seller will have current occupants of building vacated prior to
110 closing.
111 _____
112 _____
113 _____
114 _____
115 _____

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: 17 unit Assisted Living complex.

117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within 30 days of acceptance, at
124 (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

130 _____
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

137 CHECK ALL THAT APPLY, for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer-obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within 90 days of
143 acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of 2.96 acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ STRIKE AND COMPLETE AS APPLICABLE Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map**
151 **when setting the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 30 days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

- 159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.
- 162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.
- 164 Rent roll.
- 165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.

226 **(Definitions Continued on page 6)**

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

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FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written Small Business Administration [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within 60 days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ 700,000.00 for a term of not less than 30 years, amortized over not less than 30 years. Initial monthly payments of principal and interest shall not exceed \$ 3,756.00. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

- FIXED RATE FINANCING:** The annual rate of interest shall not exceed 4.400 %.
- ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286 or in an addendum attached per line 479.

NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.

BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within 60 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

ADDITIONAL PROVISIONS/CONTINGENCIES

DEFINITIONS CONTINUED FROM PAGE 4

287 **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 288 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 289 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 290 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 291 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 292 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 293 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 294 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 295 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 296 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 297 and state and federal guidelines, as applicable.

298 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
 299 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
 300 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
 301 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

302 **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 303 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 304 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 305 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 306 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 307 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 308 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 309 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

310 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

311 **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

312 **DISTRIBUTION OF INFORMATION:** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 313 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 314 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 315 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 316 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

EARNEST MONEY

317 **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 318 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

319 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
 320 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

321 **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 322 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 323 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 324 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 325 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 326 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 327 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 328 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 329 disbursement.

330 **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 331 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 332 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 333 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 334 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 335 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 336 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 337 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346 _____

347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**
351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**
352 **other than the current use.**

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than 30 days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding 30 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**
375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**
376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**
377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**
378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If **Buyer defaults**, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If **Seller defaults**, Buyer may:

- 403 (1) sue for specific performance; or
 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
 408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____

453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**
458 **inspections(s).**

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 *** CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

465 *** RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____

475 _____
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 **ADDENDA:** The attached _____ Seller Disclosure Report _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] _____ Mika Krohn Coldwell Banker Brenizer
481 _____ on _____ 09/10/2012

482 Buyer Entity Name (if any): _____ BK Anderson, LLC

483 JASON HAZUGA Executive Director _____ 09/10/2012
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► BK Anderson, LLC Date ▲

485 _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

487 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): _____

493 _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

495 _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] _____
498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

SELLER DISCLOSURE REPORT - COMMERCIAL

PROPERTY OWNER: School District of Colby

PROPERTY ADDRESS: 1209 W. 4th St., Neillville, WI 54456

OWNER HAS OWNED THE PROPERTY FOR _____, YEARS.

Wis. Admin. Code § RL 24.07(1)(a) requires listing brokers to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." Wis. Admin. Code § RL 24.07(2) requires listing brokers to disclose all material adverse facts discovered in Broker's inspection or disclosed by Owner, in writing, in a timely manner, to all parties. This Seller Disclosure Report is a tool designed to help the licensee fulfill these license law duties. Owner's statements are a representation of Owner's knowledge of the Property's condition. It is not a property condition warranty by the Owner or any agent of the Owner, nor is it a substitute for any inspections or testing buyer may wish to have done. Buyer may, however, rely upon this information in deciding whether or not, or upon what terms, to purchase the Property. In this form, "defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

Are you aware of any of the following with regard to the Property? "Aware" means to have notice or knowledge.

CIRCLE ONE ANSWER: Explain any "yes" or "unsure" answers in the blank lines following item (19).

- | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------------------|-----------------------------------------|
| 1. Defects in structural components, e.g. roof, foundation, basement or other walls? | yes | <input checked="" type="radio"/> no | <input type="radio"/> unsure |
| 2. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting? | yes | <input checked="" type="radio"/> no | <input type="radio"/> unsure |
| 3. Underground or above ground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil? | yes | <input checked="" type="radio"/> no | <input type="radio"/> unsure |
| 4. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises? | yes | <input checked="" type="radio"/> no | <input type="radio"/> unsure |
| 5. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property? | yes | <input type="radio"/> no | <input checked="" type="radio"/> unsure |
| 6. Zoning or building code violations, nonconforming uses, conservation easements, rights-of-way? | yes | <input checked="" type="radio"/> no | <input type="radio"/> unsure |
| 7. Special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district? | yes | <input checked="" type="radio"/> no | <input type="radio"/> unsure |
| 8. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property? | yes | <input checked="" type="radio"/> no | <input type="radio"/> unsure |
| 9. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition? | yes | <input checked="" type="radio"/> no | <input type="radio"/> unsure |
| 10. Flooding, standing water, drainage problems or other water problems on or affecting the Property? | yes | <input checked="" type="radio"/> no | <input type="radio"/> unsure |
| 11. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides? | yes | <input type="radio"/> no | <input checked="" type="radio"/> unsure |
| 12. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property? | yes | <input checked="" type="radio"/> no | <input type="radio"/> unsure |
| 13. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations? | yes | <input type="radio"/> no | <input checked="" type="radio"/> unsure |
| 14. Governmental investigation or private assessment/audit (of environmental matters) ever being conducted? When and by whom? _____ | yes | <input checked="" type="radio"/> no | <input type="radio"/> unsure |
| 15. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or leased parking? | yes | <input type="radio"/> no | <input checked="" type="radio"/> unsure |

- 16. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property? yes unsure
- 17. A structure on the Property designated as a historic building, any part of the property located in a historic district, or burial sites or archeological artifacts on the Property? yes unsure
- 18. Other defects affecting the property? yes no unsure
- 19. Use Value Assessments: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section at 800-266-2149 or visit <http://www.revenue.wi.gov/faqs/sif/usesasmt.html>.
 - (a) The land has been assessed as agricultural land under Wis. Stat. § 70.32 (2r)? yes unsure
 - (b) The land has been assessed a use-value conversion charge under Wis. Stat. § 74.485(2)? yes unsure
 - (c) The payment of a use-value conversion charge has been deferred under Wis. Stat. § 74.485(4)? yes unsure

EXPLANATIONS OF "YES" OR "UNSURE" ANSWERS 5- no records; #11- no records; 13- on banks & Black Rio

14- no records; 18- none have arisen

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the internet at <http://www.widocoffenders.org> or by phone at 800-240-5830.

The Owner certifies that the information in this report is true and correct to the best of the Owner's knowledge as of the date below.

(X) J. J. [Signature] 4-28-05
Signature A Date A

(X) _____
Signature A Date A

Broker certifies that Broker has inspected the property and that unless otherwise indicated, Broker is not aware of any defects other than those disclosed by this report or of information inconsistent with this report.

Coldwell Banker Brunner
Broker-Firm Name A

(X) Mike Krohn 4/21/09
By A Date A
Mike Krohn

I acknowledge receipt of a copy of this report.

(X) [Signature] 9/10/12
Buyer's Signature A

(X) _____
Buyer's Signature A

Colby School District



EMPLOYEE HANDBOOK

Updated 9/17/2012

Employee Acknowledgment

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

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

Printed Name

Signature

Position

Date

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

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Mission Statement

The mission of the School District of Colby is

L*E*A*R*N*I*N*G

So that students:

Develop **L**iteracy and communication skills for lifelong personal growth.

Express care for the community as productive local, state, national and world citizens.

Actively collaborate with others toward common goals.

Realize the joy and power of creative expression.

Nurture tolerance and appreciation of diversity in being fair-minded toward other persons and cultures.

Exhibit **I**ntegrity in all personal and interpersonal decisions.

Synthesize **N**ew knowledge and data and utilize technologies for effective problem-solving.

Generate personal commitment for service to ideals and other people.

District Contact Information

FOR INFORMATION ON:

Accident Reports

Employee
Student

Accounts Payable & Purchase Orders

Annuities

Board of Education – Agenda/Minutes

Community Education

Course Approval Request (Teachers)

Curriculum

District Technology Specialist

Employee Handbook

Employment/Interviews

ERMA/Payroll/Time Off

Expense Vouchers and Mileage

Flexible Spending Plan

Free and Reduced Meal Applications

Insurance

Dental, Health, Disability, AFLAC
Student

Leaves: (Paid) Vacation, Sick, FMLA, Etc.

Licenses

Long-term Disability Claims

Notary Public

Payroll

Personnel File

Policies & Executive Assistant to District Administrator

Professional Registration Fees/Expenses

Psychologist

Salary/Contracts

Special Education

Student Services

Substitutes

Summer School

Superintendent

Transcripts

WRS (Wisconsin Retirement System)

WI Deferred Compensation / ING Pension

Worker's Comp Reporting/Claims

CONTACT:

Sue Gosse (Ext. 3)

Building Secretary

Edith Raatz (Ext. 5)

Sue Gosse (Ext. 3)

Kristen Seifert (Ext. 2)

Kristen Seifert (Ext. 2)

Steve Kolden (Ext. 1)

Marcia Diedrich (CHS-Ext. 123)

Jesse Meddaugh (CHS-Ext. 155)

Kristen Seifert (Ext. 2)

Kristen Seifert (Ext. 2)

Sue Gosse (Ext. 3)

Edith Raatz (Ext. 5)

Sue Gosse (Ext. 3)

Tiffany Bruesewitz (323)

Sue Gosse (Ext. 3)

Building Secretary

Sue Gosse (Ext. 3)

Kristen Seifert (Ext. 2)

Sue Gosse (Ext. 3)

Kristen Seifert (Ext. 2)

Sue Gosse (Ext. 3)

Kristen Seifert (Ext. 2)

Kristen Seifert (Ext. 2)

Edith Raatz (Ext. 5)

Sam Penry (CE-Ext. 328)

Kristen Seifert (Ext. 2)

Sam Penry (CE -Ext. 328)

Sam Penry (CE-Ext. 328)

Sue Gosse (Ext. 3)

Jim Hagen (CMS-Ext. 225)

Steve Kolden (Ext. 1)

Kristen Seifert (Ext. 2)

Sue Gosse (Ext. 3)

Sue Gosse (Ext. 3)

Sue Gosse (Ext. 3)

District Emergency Procedures

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

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

Television:

- Channel 7 (WSAW) – Wausau**
- Channel 9 (WAOW) – Wausau**
- Channel 13 (WEAU) – Eau Claire**
- Channel 18 (WQOW) – Eau Claire**

Radio Stations:

- 95.5 FM (WIFC) – Wausau**
- 99.3 (WKEB) – Medford**
- 101.9 (WDEZ) – Wausau**
- 104.5 (WAXX) – Eau Claire**

Information is also posted on the District website.

Employees are encouraged to monitor these TV and radio stations.

District Building Office Numbers

COLBY ELEMENTARY

202 WEST DOLF STREET, PO BOX 80
COLBY, WI 54421
715-223-3939
715-223-2123 (FAX)

COLBY MIDDLE SCHOOL

703 N. 2ND STREET, PO BOX 110
COLBY, WI 54421
715-223-8869
715-223-6754 (FAX)

COLBY HIGH SCHOOL

705 N. 2ND STREET, PO BOX 110
COLBY, WI 54421
715-223-2338
715-223-4388 (FAX)

LITTLE STARS PRESCHOOL

705 N. 2ND STREET, PO BOX 140
COLBY, WI 54421
715-223-2044
715-223-2340 (FAX)

COLBY DISTRICT EDUCATION CENTER

505 W. SPENCE STREET, PO BOX 139
COLBY, WI 54421
715-223-2301
715-223-4539 (FAX)

District Chain of Command

Used for Crisis Management / Emergency School Closing

Steve Kolden
Superintendent
Office (715) 223-2301
Home (715) 235-6522



Jim Hagen
Middle School Principal
Office (715) 223-8869
Home (715) 223-6637



Marcia Diedrich
High School Principal
Office (715) 223-2338
Home (715) 223-4785



Samantha Penry
Director of Spec. Education
Office (715) 223-3939
Cell (715) 894-0434

District Academic Calendar

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



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

SECTION 1. PREAMBLE AND DEFINITIONS

1.01 About this *Handbook*

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

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

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

1.02 Definitions

- A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.
- B. Casual Employees: Casual Employees are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.
- C. Discipline: Specifically excludes oral and written reprimands, performance improvement plans, notice of expectations, required counseling, transfers/reassignments, and paid administrative leaves. Would include unpaid suspensions, disciplinary demotion and other disciplinary action impacting pay/wage.
- 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 hired to replace a regular employee during the regular employee's leave of absence.
- G. **Supervisor:** The District will identify the individual employee's supervisor on the employee's job description.
- H. **Teacher:** Teachers are defined as persons hired under a contract pursuant to ~~under~~ § 118.22, Wis. Stats.
- I. **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.
- J. **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.

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.

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

Certain types of workers 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]. 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/fmlaen.pdf>
<http://www.dol.gov/whd/fmla/finalrule/FMLAPoster.pdf>. 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 of the employee's eligibility to take FMLA leave within five business days, 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/fmla/finalrule/WH381.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

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:

- A. Unwelcome sexual advances, comments or innuendos;
- B. Physical or verbal abuse;
- C. 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*);

- D. Taunting based on personal characteristics described above **in section 2.02** ~~intended to provoke an employee;~~ and/or
- E. 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 are responsible for ensuring that discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of discrimination or harassment 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 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. Actions that result in harassment on a basis not related to an employee’s job performance or those that are determined to be harassment 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.

SECTION 3. GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

3.01 District Expectations

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

The District expects employees to comply with the standards of conduct set out in Board policies, this *Handbook*, administrative regulations, and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

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

3.02 Accident/Incident Reports

All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities,

including field trips and other away events, are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted to the supervisor within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker's Compensation section of this *Handbook* on page 43.

3.03 Attendance

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

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

3.04 Bulletin Boards

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

3.05 Child Abuse Reporting

- A. **Any school employee who has** ~~Except as provided under Wisconsin Statute § 48.981, sub. (2m), any of the following persons who has~~ reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B.: ~~school nurse, social worker, professional counselor, school teacher, school administrator, school counselor, child care worker in a child care center, or residential care center for children and youth a child care provider, an alcohol or other drug abuse counselor, a physical therapist, a physical therapist assistant, an occupational therapist, a dietitian, a speech language pathologist, an audiologist, an emergency medical technician, a first responder and a police or law enforcement officer, including a police liaison officer.~~
- 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.

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.
 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 ~~and~~ District administration. External electronic storage devices are subject to monitoring if used with District resources.
- B. User Responsibilities: Network/internet users (students and District employees), like traditional library users or those participating in field trips, are responsible for their actions in accessing available resources. The following standards will apply to all users (students and employees) of the network/internet:
1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person's account without written permission from an administrator or immediate supervisor.
 2. The system may not be used for illegal purposes, in support of illegal activities, or for any other activity prohibited by District policy.
 3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.
 4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.
 5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District's technology department's directives.
 6. Employees will annually review the District's Acceptable Use Policy and have a signed form on file with the District.
- C. Electronic Communications with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

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

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

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

from a student through electronic means is not a communication.

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

- D. Limited Electronic Communication with Students: Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only within the following guidelines:
1. The employee shall limit communications to matters within the scope of the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).
 2. If an employee receives an unsolicited electronic contact from a student that is not within the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
 3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page (“professional page”) for this purpose. The employee must enable administration and parents to access the employee’s professional page.
 4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
 5. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
 6. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 - b. confidentiality of student records.
 - c. confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses.
 - d. Upon written request from a parent, the employee shall discontinue communicating with the parent’s minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
- E. Retention of Electronic Communications and other Electronic Media: The District archives all non-spam emails sent and/or received on the system in accordance with the District’s adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other good cause exists for retaining email records. <http://dpi.state.wi.us/lbstat/pdf/wi-rrssd.pdf>
- F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, e.g. surveillance videos, extracurricular activities, voicemail recordings.
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain

state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:

1. Confidentiality of student records (Policy #347).
 2. Confidentiality of other District records, including educator staff evaluations, credit card numbers, and private email addresses ([Board Policy #526](#)).
 3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law ([Board Policy #526](#)).
 4. Prohibition against harming others by knowingly making false statements about a colleague or the District.
 5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.
 6. Upon written request from a parent, the employee shall discontinue communicating with the parent's minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 7. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
- H. Personal Web Pages: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website that purports to be an official/authorized website of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website.
- I. Disclaimer: The District's electronic systems are provided on an "as is, as available" basis. The District does not make any warranties, whether expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user's requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District's electronic communications system.

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

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.

Additionally, all persons applying for any position may be required to:

- A. 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
- B. Supply a fingerprint sample and submit to criminal history records checks as requested to be conducted by the District Administrator or designee.

Employment will be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks.

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.

~~An arrest, indictment or 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:~~

- ~~E. the nature of the offense;~~
- ~~F. the date of the offense;~~
- ~~G. the relationship between the offense and the position to which the employee is assigned.~~

~~For any employee who is convicted of a felony and has not been pardoned, the District shall have discretion to terminate that individual's employment or to non-renew his/her contract. Nothing herein shall prohibit the District from placing an employee on administrative leave or from suspending an employee 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** ~~for~~ 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 products on District premises, in District vehicles, nor in the presence of students at school or school-related activities ([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.
- 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).

- H. **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 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 personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].

3.15 Employee Identification Badges

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

3.16 False Reports

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

3.17 Financial Controls and Oversight

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

3.18 Fraud and Financial Impropriety

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

- A. Fraud and financial impropriety shall include but is not limited to the following:
 - 1. forgery or unauthorized alteration of any document or account belonging to the District;

2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
 3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
 4. impropriety in the handling of money or reporting of District financial transactions;
 5. profiteering as a result of insider knowledge of District information or activities;
 6. unauthorized disclosure of confidential or proprietary information to outside parties;
 7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
 8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy;.(See Gifts section of the Handbook)
 9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
 10. failure to provide financial records required by state or local entities;
 11. failure to disclose conflicts of interest as required by law or District policy;
 12. disposing of District property for personal gain or benefit and,
 13. any other dishonest act regarding the finances of the District.
- B. Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

3.19 Gambling

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

3.20 Gifts and Sale of Goods and Services

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

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

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

3.21 Honesty

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

3.22 Investigations

- A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph "B". Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee's failure to comply with the directive may constitute "insubordination," a violation that will be grounds for disciplinary action up to and including termination.
- B. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a *Garrity* warning. *Garrity v. New Jersey*, 385 U.S. 493 (1967).
- C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

3.23 Licensure/Certification

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

3.24 Nepotism

- A. 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.
- 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

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. 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.

- 3. 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. 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 consistent the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a doctor's certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

3.33 Political Activity

Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions ([Board Policy #522.5](#)):

- A. No school employee shall:
 1. In the presence of any student, and
 2. During hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics. ~~No school employee shall, during hours for which pay is received and during which a student is present, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.~~
- B. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a "political purpose" includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose. ~~No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.~~
- C. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District's policies regarding facilities use by third parties. ~~No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.~~
- D. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- E. This section does not apply to the provision of information by school employees in connection with any election, referendum, or legislation where authorized by the school board or District Administrator and where consistent with legal limitations on the use of public funds and school District resources.

3.34 Position Descriptions

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

3.35 Severance from Employment

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

- A. Termination pursuant to the terms of this *Handbook* and the employee's individual contract [if any];
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes];
- E. failure to return to work following an offer of reemployment subsequent to a reduction in force within

fourteen (14) calendar days of receipt of a reemployment offer (only applicable to employees where a reemployment process is expressly provided for in other sections of this handbook);

- F. the employee having been on reemployment opportunity status for twelve (12) consecutive months (only applicable to employees where a reemployment process is expressly provided for in other sections of this handbook);
- G. failure to return to work the day following the expiration of an authorized leave of absence; and
- H. job abandonment.

3.36 Solicitations

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

3.37 Student Code of Conduct and Handbook

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

3.38 Teamwork

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

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

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

3.39 Wellness

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

3.40 Employee (Whistleblower) Protection

- A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.
- B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.
- C. Anti-Retaliation: An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described below is only available to employees who comply with this requirement. The protection against retaliation that is described below does not limit the District from taking disciplinary or other employment action, including termination, against an employee where that discipline or employment action is not based on the employee's filing of a good faith complaint under this policy. The District will not retaliate against an employee who in good faith has made a protest or raised a complaint against some policy, practice, or activity of the District, or of another individual or entity with whom the District has a business relationship, on the basis of a reasonable belief that the

policy, practice, or activity is in violation of law or a clear mandate of public policy. The District will not retaliate against an employee who discloses or threatens to disclose to a supervisor or a public body any policy, practice, or activity of the District that the employee reasonably believes is in violation of law or a rule or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment. Nothing herein shall limit or diminish an employee's protections against retaliation for filing a complaint, or participating in an investigation or legal proceeding, if such actions are protected by state and/or federal law.

3.41 Work Made for Hire

Occasionally an employee has questions regarding the use of materials to be included in books or other commercial materials. Such materials created by the employee may include lesson plans, staff development presentations or tests/test items. Any work prepared by an employee within the scope of his/her employment is owned by the District. Under federal copyright laws, this is called "work made for hire." An employee with questions regarding ownership or copyrights on materials prepared within the scope of his/her employment should consult with his/her supervisor.

3.42 Workplace Safety

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

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

- D. Weapons Prohibition: Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §§ 120.13(1), 948.60, 948.605, 948.61.
1. This prohibition does not apply where state law prohibits a school district from restricting any

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

3.43 Violence in the Workplace

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

6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
 7. Physical restraint, confinement.
 8. Possession of weapons of any kind on District property [please see section 3.43].
 9. Stalking.
 10. Any other act that a reasonable person would perceive as constituting a threat of violence.
- D. **Reporting Procedure:** An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/herself from immediate harm, such as leaving the area.
 2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible and complete a written statement.
- An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g. verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.
- E. **Investigation and Investigation Findings:** The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited.
- In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

3.44 Legal Custodian of Records

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

3.45 Breastfeeding

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

Non-exempt employees (support staff) under the Fair Labor Standards Act shall not be compensated for any break taken for the purpose of expressing milk, unless such break would otherwise be compensable. Non-exempt employees shall not engage in any work-related activities during breaks used to express milk.

Jokes or harassment based on breastfeeding will not be tolerated. If an employee is the subject of such jokes or harassment on that basis, she shall report the incident(s) up the chain of command.

SECTION 4. MANAGEMENT RIGHTS

4.01 Delineation of Rights

Management retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and

unequivocally restricted by the express terms of this *Handbook*/individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited by enumeration to, the following rights:

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

4.02 Sole Basis

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

SECTION 5. GRIEVANCE PROCEDURE

5.01 Purpose

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

5.02 Definitions

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

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

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

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

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

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

and Section 118.24 of the Wisconsin Statutes, as applicable.

5.03 Time Limits

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

5.04 Grievance Procedure

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

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

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

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

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

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

5.041 Hearing Officer

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

- A. Hearing Officer List

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

B. Compensation

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

5.042 Settlement of Grievance

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

5.05 Grievances Filed by the District Administrator

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

5.06 Grievant's Right to Representation

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

5.07 Consolidation of Grievances

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

SECTION 6. PAY PERIODS

6.01 Annualized Payroll Cycle

A. School Year Employees:

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

B. Calendar Year Employees: All employees scheduled to work the calendar year will be placed on a bi-weekly payroll cycle.

6.02 Payroll Dates

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

6.03 Direct Deposit Payment Method

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

6.04 Definitions for Payroll Purposes Only

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

6.05 Salary Deferrals –Tax Sheltered Annuities (TSA)

- A. The District will maintain a TSA program without regard to the employee's current or former employee's contribution amounts. Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle").
- B. The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or both of the following ways:
 - 1. Pre-tax dollars (salary reduction, also known as "regular" TSA contributions) or
 - 2. After tax dollars (also known as "Roth" TSA contributions).
- C. Employee will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District's plan document.
- D. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The District may ask for proof of vendor registration from the teacher to ensure a District-approved vendor has been chosen. If at any time there are no active employees contributing to a particular vendor, that vendor may be removed from the District-approved vendor list.
- E. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.
- F. If the vendor accepts electronic payments, the District will electronically transmit to the TSA vendor(s) the amount of the salary deferral elected by the employee if the vendor does not accept electronic payments, the District will make the payments by paper check. This new provision for transmitting to vendors will require the District to transmit the amount of salary deferral twice a month, if the vendor provides the District with an invoice twice per month. The salary deferral will be transmitted on or about the date the money is deducted from the employee's paycheck, provided that the District receives the appropriate invoice from the vendor. In unforeseen circumstances, transmittals will be made no later than fifteen (15) business days following the end of the month in which the amount would have been paid to the participant.
- G. Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral (414(v)(2)(B)(i)), and the "catch up" provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.
- H. The salary reduction limits will be adjusted from time to time to conform to statutory limits.
- I. Catch-Up Contributions
 - 1. Documentation will only be required where the employee's total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.
 - 2. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee's TSA vendor within thirty (30) calendar days if requested by the District.
 - 3. The District agrees to provide the employee, upon written request, with timely information available from the District's records, which is necessary to enable the employee to make catch-up deferrals.
- J. General:
 - 1. The employee shall be permitted to change the TSA amount or vendor three (3) times per calendar year, unless otherwise permitted by the Bookkeeper, provided he/she provides the District with at least ten (10) business days notice prior to the second payroll date of the month. Stopping contributions does not constitute a change. Upon initial enrollment for new employees, the employee shall certify in writing as requested by the District but no more than two times per year (e.g., due to a change in full-time equivalency, absence, other deferrals, etc.), that the percentage or dollar amount of salary reduction withheld from compensation complies with the limits applicable to 403(b) TSA plan deferrals and does

not exceed the amount permitted under Section 403(b), 415 and 402(g) of the IRS Code except as provided for below.

2. In no event shall the employee's contribution exceed one hundred percent (100%) of the employee's compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.
3. New loans from the TSA plan are not permitted.
4. Hardship withdrawals are permitted and IRS safe harbor standards with respect to estimating an immediate and heavy financial need [Treasury Section 401(k)-1(d)(3)(iii)(B) will be used]. Contact the vendor or plan administrator for further details if a hardship withdrawal is requested.

K. Salary Reduction Agreement:

1. Employees will be required to sign an agreement to authorize TSA deductions from salary. The current agreement is available from the Bookkeeper at the District Office. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable legal requirements. The District will provide the employee with reasonable notice concerning any such modification.
 2. The District will provide the employee with a dated and initialed copy of the authorized salary reduction agreement once the employer acknowledges receipt of the modified salary reduction agreement.
 3. A change in a beneficiary designation shall take effect when the election is accepted by the Vendor.
 4. By authorizing TSA deductions from his/her salary, the Employee acknowledges the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee's salary reduction funds. Furthermore, the Employee agrees the District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.
- L. Deferred Compensation: Employees may defer salary through the Wisconsin Deferred Compensation Plan (457). The plan limitations and salary deferral rights will be those permitted by the TSA unless the Deferred Compensation plan's rules are in conflict, in which case the Deferred Compensation rules shall apply.

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

7.01 Mileage Reimbursement

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

SECTION 8. WORKER'S COMPENSATION

8.01 Worker's Compensation Coverage and Reporting Responsibilities

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

8.02 Benefits While on Worker's Compensation

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

- A. Up to and including the sixtieth (60th) day ~~Up to day sixty (60)~~ of Worker's Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee

not been injured. This income will be generated by combining worker's compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each work day the employee is absent from work while on worker's compensation. This provision will apply up until the sixtieth (60th) consecutive day of leave or as long as the employee has accumulated sick leave available, whichever occurs first.

- B. Day Sixty-One (61) and thereafter of Worker's Compensation Leave: The employee will receive his/her worker's compensation payment. No other leaves will be applied to the worker's compensation leave. The employee, subject to the rules and regulations of the carrier, may be eligible for long-term disability leave.

8.03 Injuries Not Covered by Worker's Compensation

Some types of injuries suffered while at work may not be covered by worker's compensation insurance.

Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:

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

SECTION 9. SICK LEAVE

9.01 Sick Leave Earned

- A. Calendar Year Employees (260 Day): Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of twelve (12) days per contract year.
- B. Professional Exempt Employees (teachers): Each employee shall be credited with twelve (12) sick leave days per contract year.
- C. School Year Employees: Each employee shall be credited with one (1) day of paid sick leave per month of employment to a maximum of twelve (12) days per contract year.
 - 1. Employees working at least 200 days are considered 10 month employees.
 - 2. Employees working less than 200 days are considered 9 month employees.
- D. Crediting of Sick Leave: Sick leave though credited at the beginning of each fiscal year is vested only upon completion of the work year. Any employee terminated or resigning will be credited only with those days earned at the time employment is severed.
- E. Part-time Employees: Part-time employees will receive sick leave on a pro-rated basis based upon the number of hours they are scheduled to work.

9.02 Sick Leave Use

- A. Sick leave shall be paid for any absence from work due to the:
 - 1. Personal illness, injury or serious health condition of the employee, member of immediate family, or other individual as specifically approved by the District Administrator.
 - 2. Medical or dental appointments for the employee and/or member of immediate family that cannot be scheduled outside of the employee's regularly scheduled work hours.
- B. Definitions: the following definitions apply under this section:
 - 1. Immediate Family:
 - a. Child: means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward.
 - b. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse or domestic partner.
 - c. Spouse: means an employee's legal husband or wife.
 - 2. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
 - a. Inpatient care in a hospital, nursing home, or hospice.
 - b. Outpatient care that requires continuing treatment or supervision by a health care provider.
- C. Sick Leave Increments: Sick leave may be allowed in increments of one-half hour.

9.03 Sick Leave Accumulation

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

9.04 Pay for Unused Sick Leave

- A. **Retirement:** Employees eligible for retirement will be compensated at forty (\$40) per day for each whole day of unused sick leave. The maximum number of eligible days shall be one hundred (100). Employees with more than one hundred (100) accumulated days as of July 1, 2007, will be grandfathered for the purpose of this retirement pay provision. No retirement pay will be made to any employee dismissed with discipline.
- B. **Severance:** Employees not eligible for retirement will be paid ten (\$10) per day for each whole day of unused sick leave. The maximum number of eligible days shall be one-hundred (100). Employees with more than one-hundred (100) accumulated days as of July 1, 2007, will be grandfathered for the purpose of this retirement pay provision. No severance pay will be made to any employee dismissed with discipline.
- C. **Buy-Back:** At the end of each year, persons with more than one hundred (100) maximum cumulative days of sick leave and those with a grandfathered total greater than one hundred (100), will be paid for those days at the rate of twenty-five (\$25) per day for full days.

9.05 Sick Leave and Long-term Disability

In the event an employee becomes eligible for benefits under the District's long term disability insurance program, the employee will no longer receive paid sick leave.

9.06 Reporting Procedure - Doctor's Certificate

If at all possible, each employee shall be required to inform his/her supervisor prior to ~~or within the hour of~~ his/her normal daily starting time of his/her need to be absent for one of the reasons stated in 9.02 above. Whenever the supervisor deems such verification appropriate, the employee may be required to furnish the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

9.07 Holidays during Sick Leave

In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee's earned sick leave.

9.08 Sick Leave Listing

Each employee will be provided access to a current summary listing of his/her sick leave usage during the previous employment year.

9.09 Accessing Employee Emergency Sick Leave Pool

Annually by October 1 employees of the School District of Colby may designate that a contribution of from one to five sick days from any employee's personal sick leave account may be allocated to the District's Emergency Sick Leave Pool. By this donation, the employee relinquishes any and all subsequent claims to the sick days being designated to the District Emergency Sick Leave Pool and all employees will be eligible to access sick days from the Emergency Sick Leave Pool whenever they may qualify as found in [Board Policy #532.4](#).

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

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

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

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

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

The person requesting days from the Emergency Sick Leave Pool must stipulate that all other leaves—personal leave, 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. 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.

11.03 Additional Bereavement Leave

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

11.04 Bereavement Leave Increments

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

SECTION 12. PERSONAL LEAVE

12.01 Personal Days Provided

- A. Calendar Year Employees: Employees shall be entitled to up to 2 days of personal leave each employment year. Such days shall be deducted from the employee's accumulated sick leave.
- B. School Year Employees: Employees shall be entitled to up to 2 days of personal leave each employment year. Such days shall be deducted from the employee's accumulated sick leave.

12.02 Reasons for Personal Leave

Personal leave may be used for compelling personal obligations which cannot reasonably be conducted outside of the employee's workday.

12.03 Personal Leave Day Restrictions

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

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

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

12.05 Part-time Employees

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

12.06 Personal Leave Increments

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

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 anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The request must be accompanied by a physician’s statement attesting to the disability 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, unless the employee is eligible for long-term disability. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.
- B. Benefits During Leave:
 - 1. Length of service and other benefits shall not accrue during such leave.
 - 2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee’s expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of

the month, the employee's insurance coverage shall be terminated.

3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

- C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or **reduction in force** layoff, whichever is applicable.

The employee shall be eligible to return to duty from an unpaid medical leave of absence when he/she is physically able provided:

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.
2. The employee provides his/her physician's certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.

- D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.
- E. Interaction with Family and Medical Leave Provisions: Unpaid medical leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

14.02 Child Rearing Leave

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least 30 days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion.
- B. Duration of the Unpaid Child Rearing Leave: The maximum length of the leave shall be limited as follows:
1. Child born or adopted during the summer vacation – the following two semesters.
 2. Child born or adopted during the first semester – the balance of that semester plus the second semester.
 3. Child born or adopted during the second semester – the balance of that semester plus the first semester of the following school year.
- Shorter leave and/or an early return from the leave shall only be upon the mutual agreement of the employee and the Board.
- C. Benefits during the unpaid child rearing leave:
1. The child rearing leave is an unpaid leave.
 2. During the unpaid child rearing leave, the employee may continue participation in insurance programs at his/her own expense subject to approval of the carrier. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
 3. During the unpaid child rearing leave, the employee **teacher** shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
- D. Return from the Unpaid Child Rearing Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration

of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or layoff, whichever is applicable.

- E. Interaction with family and medical leave provisions: Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the Federal Family and Medical Leave Act.

14.03 Unpaid Leave of Absence – For Other than Medical and Child Rearing Reasons

- A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District at least 30 days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. Requests for more than 30 days will require Board of Education approval. The unpaid leave of absence shall not exceed one (1) calendar year.
- B. Benefits During Leave:
1. Length of service and other benefits shall not accrue during such leave.
 2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated.
 3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid child rearing leave.
- C. Placement upon Return from Leave: The employee shall notify the District Administrator or his/her designee of the employee's intent to return to work at least forty-five (45) days prior to the expiration of the leave. If the employee does not provide such notice he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or **reduction in force layoff**, whichever is applicable.

SECTION 15. BENEFITS APPLICABLE TO ALL EMPLOYEES

15.01 Cafeteria Plan/Flexible Spending Account

The District will provide an Internal Revenue Service authorized cafeteria plan/flexible spending account [FSA] under applicable sections of the Internal Revenue Code (§ 105, § 106, § 125 and § 129) to permit employees to reduce their salary and contribute to an FSA to cover the following expenses:

- A. Payment of insurance premium amounts (IRC § 106);
- B. Permitted medical expenses not covered by the insurance plan (IRC § 105) to the maximum permitted per calendar year until August 31, 2012, and
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code.

Effective September 1, 2012: An employee may designate, under the flexible reimbursement plan/cafeeteria plan, a maximum of two thousand five hundred dollars (\$2,500) of eligible health and dental care expenses not covered by the insurance plan (IRS Code § 105, § 125) per plan year.

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

15.02 Health/Dental Insurance

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

A. Eligibility.

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent of full-time equivalency [50%] is eligible to participate in the District's insurance. **For purposes of employees' eligibility for health insurance**, full-time equivalency is defined as 35 hours per week **during the school year**. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than fifty percent of a full-time equivalency [50%] are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.
 2. Pro-ration of District Contributions: An employee whose individual contract has an assignment of at least fifty percent [50%] of a full-time equivalency, but less than a full-time one hundred percent [100%] assignment, shall have the District's contribution prorated, consistent with the employee's percentage of employment.
 3. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
 - a. Coverage under one family plan; or
 - b. Two single plans; or
 - c. HEALTH ONLY - One cash-in-lieu benefit instead of a family plan [subject to the eligibility of the insurance carrier]; or
 - d. HEALTH ONLY - One single plan and one cash-in-lieu benefit
- B. Commencement and Termination of Benefits. Coverage will commence on the first day of the month following the employee's first day of employment and continue for a full twelve (12) month period. The insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
 2. **If an employee resigns or is terminated who has completed the term of his/her contract, District coverage shall cease at the end of the month the resignation or termination becomes effective. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30, his/her insurance benefits shall terminate June 30th.**

15.03 Alternate Benefit Plan [ABP] in Lieu of Health Insurance

Employees who qualify for health insurance and who choose not to participate in the District provided health insurance shall receive a payment of \$3,500 into a Tax Sheltered Annuity (TSA) account to be paid yearly, during the last pay period in June. Each employee affected will select a TSA from the eligible TSA companies in the district. Employees participating in this option must notify the District Office, in writing, on or before August 24th of each school year. Employees hired after August 24th, have ten (10) days from the date of signing the contract to make the above choice.

15.04 Liability Insurance

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

insurance policy upon request.

15.05 Long-Term Disability

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

A. Eligibility:

1. Minimum Hours for Any Board Contribution: An employee whose individual contract has an assignment of at least 17.5 hours per week is eligible to participate in the District's long-term disability insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than 17.5 hours per week are not eligible to participate in the District's insurance and are not eligible for any District premium contribution.

B. Commencement and Termination of Benefits. Coverage will commence on the employee's first day of employment and continue for a full twelve (12) month period. The long-term disability insurance benefits described in this *Handbook* and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
2. If an employee resigns or is terminated who has completed the term of his/her contract, District coverage shall cease at the end of the month the resignation or termination becomes effective. However, if an administrator completes the terms of his/her contract, and if the last day of the contract is June 30, his/her long-term disability insurance benefits shall terminate June 30th. ~~If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate June 30th.~~

C. Premium Contributions: The District shall pay 100% for long-term disability insurance. The benefits will be equal to 90% of the employee's monthly wages. Coverage shall begin after 60 consecutive calendar day of disability and continue until the employee is eligible to work or for 24 months or until employee reaches age 65.

15.06 COBRA Law Continuation of District Health Plan Participation

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

- A. **Qualifying Events:** An employee, employee's spouse and an employee's dependent children (if any) covered by and participating in the District's health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District -sponsored coverage is lost due to the occurrence of any of the following qualifying events:
1. Voluntary or involuntary termination of employment for any reason other than "gross misconduct." ~~(e.g., resignation or retirement);~~
 2. Death of the covered employee;
 3. Divorce or legal separation from the covered employee;
 4. Loss of "dependent child" status;
 5. Eligibility for Medicare entitlement;
 6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.
- B. **Period of COBRA Continuation:** In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (*see* Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee's spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.
- C. **COBRA Extension** [Second qualifying events]: A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following

second qualifying events:

1. The employee's death;
2. Divorce or legal separation;
3. The covered employee becomes eligible for Medicare;
4. A child loses his or her "dependent child" status.

**Note:* The second event can be a second *qualifying* event only if it would have caused the qualified beneficiary to lose coverage under the plan in the absence of the first qualifying event.

D. **Premium Cost & Payment:** The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.

E. **Termination of Coverage:** Employee continuation coverage may be terminated automatically if:

1. The employee fails to make a monthly premium payment to the District on time;
2. The employee obtains similar coverage through a different employer;
3. The employee becomes eligible for Medicare and convert to an individual policy;
4. The District terminates its health plan;
5. The employee's guaranteed continuation period expires.

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

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

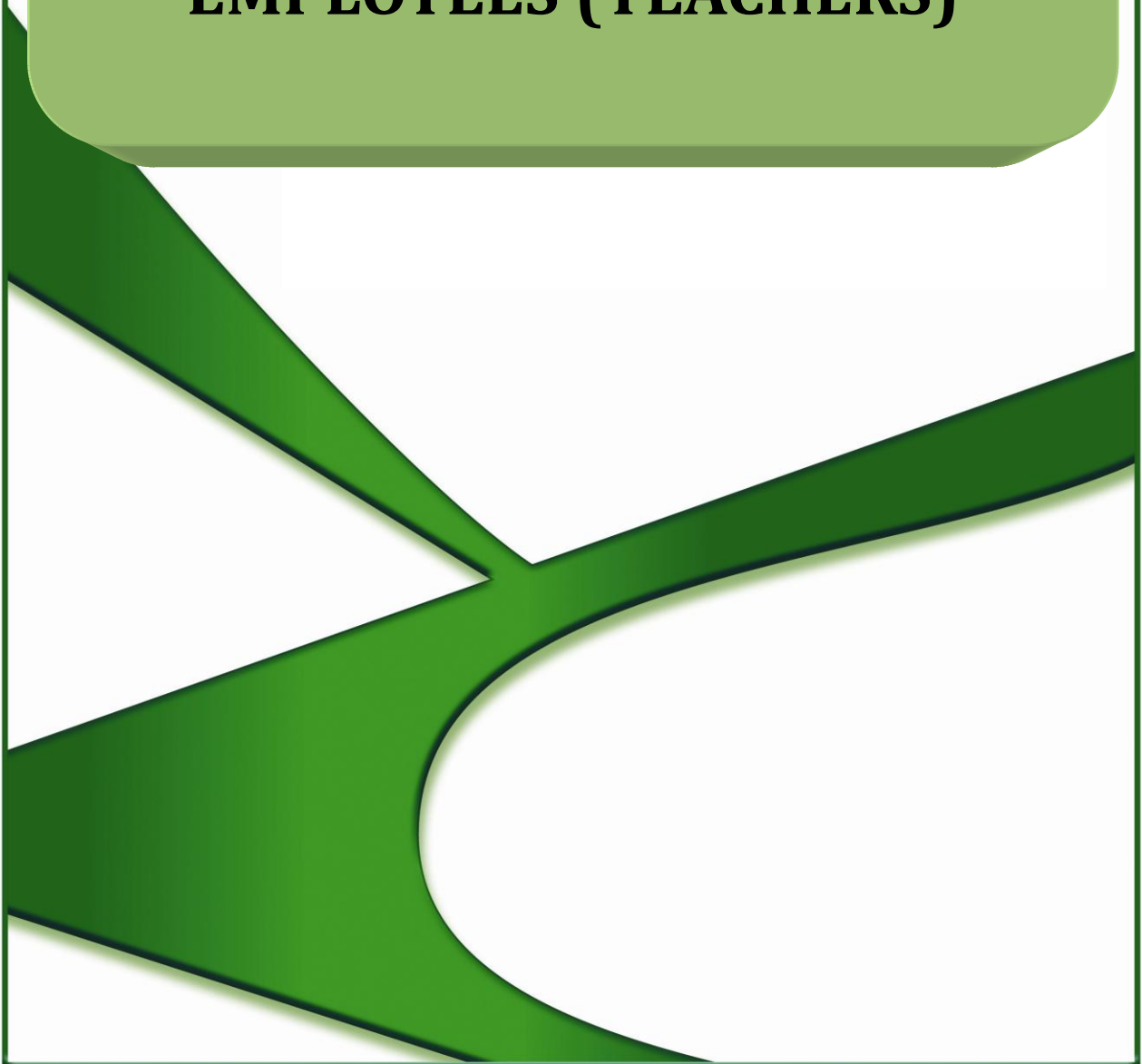
F. **Disability Extension** - If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and his or her family's qualified beneficiaries may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11)-month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from his or her family is disabled and within the first eighteen (18) months of COBRA continuation coverage. (The cost of COBRA coverage will increase from 100% to 150% of total premium during this additional eleven (11)-month extension period.).

SECTION 16. WORK STOPPAGE

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

SECTION 17. CONFORMITY TO LAW

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

A decorative graphic consisting of several overlapping, curved green shapes that form a stylized, abstract design. The shapes are in various shades of green, from light to dark, and are arranged in a way that suggests movement and depth. The graphic is positioned in the lower half of the page, partially overlapping the white background and the green box above it.

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

Professional/Exempt Non-Supervisory Employees (Salaried)

Letter of Appointment

School District of Colby
Colby, WI

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

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

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

Dated this th day of "DATE".

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

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

"EMPLOYEE NAME"

Date

Address

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

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

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

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

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

Dated this th day of **“DATE”**.

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

“EMPLOYEE NAME”

Date

Address

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Nonrenewal for Teachers

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

1.02 Standard for Discipline and Termination

A teacher may be disciplined or terminated for “cause”. Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*. “Cause” is defined as the following:

- A. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and
- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

1.03 Representation

In the event any employee is called to a meeting with representatives of the District for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances which may lead to discipline or discharge, **the employee has the right to request representation.** ~~the District shall advise the employee of his or her right to representation prior to the meeting.~~ In the event the employee chooses to have representation, the meeting may be delayed, at the discretion of the District, until appropriate representation may be obtained. Nothing in this provision shall prevent the District from removing an employee from the work place if immediate action is required.

1.04 Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material.

1.05 Termination of Employment

The employment relationship between the District and any employee is terminated:

- A. If the employee is discharged pursuant to section 1.02, **whichever is applicable.**
- B. If the employee quits his/her employment.
- C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
- D. If the employee retires.

SECTION 2. PROFESSIONAL HOURS/WORKDAY

2.01 Letter of Appointment

Each employee shall be issued an annual letter of appointment that shall be consistent with, but subservient to, this *Handbook* and board policy, before the last student contact day of the school year. The letter of appointment shall identify the employee, the position(s) that the employee is employed for, the length of the work year, the length of the work day, and the pay rate for the position. Specific

assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.

A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full layoff. In the case of a change of assignment the employee shall be provided with at least 10 calendar days' notice of the change of assignment, if practicable, as determined by the administration.

2.02 Normal Hours of Work

Teachers are professional employees as defined by the federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats.

Although professionals' work is not limited to any specified number of hours or days per week, the "normal" hours of work for full-time employees in positions authorized as "40 hours per week", including a duty-free thirty (30) minute lunch period. The actual workday for each building shall be established by the Board.

If a teacher accepts a voluntary assignment during his/her duty free lunch period, he/she will be compensated as defined in [Appendix Part VI – 2.04](#) per lunch period.

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](#) ~~section 2.03, subsection A above~~ 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](#) ~~open house~~.

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 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.

2.08 School Calendar

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

SECTION 3. PROFESSIONAL GROWTH

3.01 Requirement to Remain Current

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

3.02 Provisions for Graduate Study

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

- A. Courses must be considered of graduate difficulty unless taken to fill a definite need in the school curriculum as determined by the Board or its designee.
- B. Credits for courses must be approved in advance by the Board or its designee and computed on the semester plan.
- C. A grade of "B" or better must be achieved or a grade acceptable for credit at the institution at which the teacher is studying must be achieved.
- D. Teachers completing six (6) graduate level credits approved by their building Principal and Superintendent shall be compensated \$750.00 annually upon completion of the plan.
- E. Teachers who complete a DPI approved Professional Development Plan AND have that plan approved by their building Principal and Superintendent shall be compensated \$750.00 annually upon completion of the plan.
- F. Teachers shall submit to the District Office an official transcript of credit or completed Professional **Development Growth** Plan (that has been pre-approved by their immediate supervisor/principal and the superintendent) by September 15th to request professional growth compensation.

SECTION 4. TEACHER SUPERVISION AND EVALUATION

4.01 General Provisions

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

- A. "Day" and "Days": The words "day" and "days" in this article mean working school days, excluding holidays, weekends, etc.
- B. "Continuing Teacher": A continuing teacher is a teacher who has taught more than three years in the District under a full-time or part-time regular teaching contract.
- C. New to the System Teacher: A new to the system teacher is a teacher who has taught less than three years in the District under a full-time or part-time regular teaching contract.

4.02 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator will be certified by the DPI. The administrator may be a District employee or a non-District employee who is 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.

- 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.
- D. Initial Educator Professional Development Plan: The individual teacher who holds an Initial Educator License is responsible for developing a Professional Development Plan (PDP). The PDP must demonstrate increased proficiency and professional development

based on the Wisconsin Educator Standards. The Initial Educator is also responsible for initiating an annual review of the PDP by the Initial Educator's Review Team (IERT) that is convened by the Initial Educator.

1. Mentor for Initial Educator and a teacher new to the District (who holds a current Wisconsin teaching license)
 - a. An initial educator will be provided a qualified mentor by the District. Any continuing teacher interested in being considered for serving as a mentor must submit a letter indicating interest by April 1 of each year. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, the District may contract other continuing teachers who are qualified mentors. The District reserves the right to use qualified persons who are not District employees or continuing teachers.
 - b. If a continuing teacher is selected as a mentor, he/she shall be paid a stipend of \$500 for the period served as a mentor (from August of the first year through October of the subsequent year) for an initial educator.
 - c. A teacher new to the District, but not an initial educator, may also be provided a qualified mentor by the District.
 - d. A continuing teacher serving as a mentor may request the District assign him/her to a different teacher new to the system teacher and/or be relieved completely from mentor responsibilities. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days of receipt. The District Administrator will grant the request if the District Administrator, in his/her discretion, has a qualified replacement mentor. The present continuing teacher will serve as the mentor until such time as the suitable replacement is found. In the event a mentor is replaced, compensation will be prorated for the period served as a mentor.
 - e. The teacher receiving mentoring may request the District to provide a different mentor. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days from receipt.
 - f. The District will make a good faith effort to assign an individual mentor for each teacher new to the District; however, a mentor may elect to work with more than one employee.

SECTION 5. TEACHER ASSIGNMENTS, VACANCIES AND TRANSFERS

5.01 Teacher Assignments, Vacancies and Transfers

- A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.
- B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee, **who shall give due consideration to such requests.** Insofar as possible, consideration shall be given these requests.
- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's website for a minimum of 5 days. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. **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 work hours of the position, the rate of pay for the position, the

anticipated start date and the qualifications required for the position.

- D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.
- E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary, due to the District's inability to fill a vacancy or a new position 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 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, ~~which is part thereof~~, 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 1st, but before August 1st.
 - b. Seven hundred and fifty dollars (\$750.00) if the employee's resignation is effective on or after August 1st, but before the start of the school year.
 - c. One thousand dollars (\$1,000.00) if the employee's resignation is effective on or after the start of the school year.
 - 3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by April 15th, or whose resignation is tendered and effective after the end of the school year, but before July 1st.
 - 4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.
- B. The Board in its discretion may waive the liquidated damages for the following reasons:
 - 1. Employment transfer of spouse;
 - 2. Illness of employee;
 - 3. Other reasons as determined by the School Board.In the event the District chooses to waive the liquidated damages, the District shall return any damages submitted with the resignation notice to the employee.
- C. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.

In the event said teacher breaches this contract by termination of services during the term hereof, the Board may, at its option, demand to recover from the teacher such amount of liquidated damages as set forth above; provided, however, that this expressed intent to liquidate the uncertain damages and harm

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

5.03 Teacher Absence and Substitutes

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

5.04 Overload Assignments

Teachers assigned a teaching load that provides no preparation time during the student day shall be compensated according to the pay schedule [Appendix Part V – 1.06](#).

5.05 Extended Contracts

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

5.06 Job Sharing

- A. Definition: Job sharing is defined as a voluntary program to provide the opportunity for two or more employees to share a position which will be prorated on the basis of the percentage of the full-time equivalent position that the individual job-sharer works. Job sharing may be allowed for reasons such as child rearing, health (member or member's family), continuing education, semi-retirement, transition to other employment, or any other reason deemed appropriate.
- B. Approval: Job sharing must be jointly approved by the District and the teachers who wish to participate.
- C. Eligibility: In order to be eligible to participate in the job sharing program, applicants must:
 - 1. Agree to sign a one-year contract for the shared position.
 - 2. Agree to return to full-time status, or to be non-renewed, at the option of the District, in the event the shared position is eliminated or if one of the participants in the shared job is unable to continue in the shared assignment.
 - 3. Be certified to teach those subjects/grade levels involved in the shared job.
- D. Assignment: Shared job holders shall be assigned specific job responsibilities at the time the job sharing contract is signed. The list of job responsibilities shall be appended to the individual contract and shall minimally include, but not be limited to:
 - 1. A description of the job to be shared and the percent of full-time for which the contract is let, as well as the above provisions controlling salary, benefits, seniority, unemployment, etc.
 - 2. Allocation of preparation time and planning responsibilities between the job sharers.
 - 3. Grade reporting requirements (if different than normal).
 - 4. Faculty meeting and parent conference responsibilities.
 - 5. Extra-duty assignments and compensation.
 - 6. Any other unusual or unique working conditions which may be applicable.
- E. Insurance Benefits
 - 1. The District shall pay insurance premiums for each job sharer in an amount prorated in accordance to their full-time equivalency subject to the eligibility rules of the insurance carrier. The total provided shall not exceed an amount equal to the benefits for one full-time employee.

2. Job sharers may retain full fringe benefits purchased by payroll deduction of the difference between the District's prorated share of the premium and the full amount of the premium.

SECTION 6. REDUCTION IN FORCE, POSITIONS & HOURS

6.01 Reasons for Reduction in Force

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

6.02 Notice of Reduction

The District will provide notice of nonrenewal in accordance with the timelines set forth in § 118.22, Wis. Stats. The nonrenewal notice shall specify the effective date of the nonrenewal and the right to a private conference under § 118.22, Wis. Stats. ~~and will refer the employee to the Reduction in Force provision in this Handbook.~~

6.03 Selection for Reduction – Steps

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

- A. Step One - Attrition: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing ~~a reduction in~~ ~~reducing~~ staff.
- B. Step Two - Volunteers: Volunteers will be non-renewed first. The District will provide the volunteer(s) with a nonrenewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District directed nonrenewal under this section of the *Handbook*.
- C. Step Three - Selection For Reduction/Layoff: The District shall select the employee in the affected grade level, department/certification area for nonrenewal ~~[full nonrenewal or a reduction in hours]~~.
 1. Grade Levels/ Departments/certification area for the purpose of this section shall be defined as:
 - a. Elementary (K-5) - Teachers from all buildings will be considered, not just the building in which the nonrenewal is necessary.
 - b. Middle and High School (6-12) - Teachers will be considered for nonrenewal from with the department (see definition c. below) in which the nonrenewal is deemed necessary. All teachers who teach two or more periods within that department will be considered for nonrenewal.
 - c. Departments: The term "department" shall mean the subject area in which the teacher taught during the current school year. Examples of departments are math, English, history, science, etc. By enumeration no restriction is placed on the number or types of departments. The number and type of departments is at the discretion of the Board.
 2. The District shall utilize the following criteria in order of application for determining the employee for nonrenewal:
 - a. Educational Needs of the District: Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
 - b. Qualifications as Established by the Board: Including, but not limited to specific skills, certification [if applicable], training, District evaluations, etc.

- c. Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences **may** ~~shall~~ include but not be limited to current and past assignment and practical experience in the area of need.
- d. Performance of the Employees Considered for Nonrenewal: Performance of the employees under consideration as previously and currently evaluated. ~~in the last two summative evaluations.~~ **Greater weight may be given to more recent evaluations.** ~~A cumulative score is given on the four major sections on the performance evaluation instrument.~~
- e. Length of Service of the Employee.
 - 1). Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
 - 2). Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
 - 3). Length of Service List: The District will annually produce a length of service list by September 30th. Employees will raise any objections to the proposed length of service list by December 1st.

6.04 Reduction in Hours Resulting in Nonrenewal

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

6.05 Reemployment Process

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

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

6.06 Termination of Reemployment Opportunities

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

6.07 Insurance Benefits Following Nonrenewal

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

options.

6.08 Accrued Benefits during Reemployment Period

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

6.09 Furloughs

~~The District may furlough employees for budgetary reasons, and the following guidelines apply during furlough periods:~~

- ~~A. Employees shall not receive their wages or salary but are permitted to apply accrued vacation or personal leave (thus receiving compensation).~~
- ~~B. Employees are prohibited from working.~~
- ~~C. Sick leave, personal leave, etc. shall continue to accrue as if the employees were working.~~
- ~~D. The District shall provide health insurance, dental insurance, etc. at the same level it would if the employees were working.~~

6.10 In-Service and Other Training

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

SECTION 7. PROFESSIONAL COMPENSATION

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

When the District assigns an employee to work on a curriculum project that is outside of the terms of the individual employee's contract, the employee shall be paid according to the Extra-curricular Pay Schedule [Appendix Part V – 1.06](#). The length of time and maximum number of hours for completion of the project shall be determined by the employee's immediate supervisor, in his/her sole discretion. **In order to be compensated, teachers should submit on a bi-weekly basis the time they work on such projects.** ~~The compensation above will be paid when the project has been completed and approved by the applicable administrator.~~ **Other projects that are outside of the terms of the individual employee's contract and that are approved by the District Administrator (or designee) shall be paid at the curriculum projects rate.** ~~Other projects within the employee's scope of employment that are approved by the District Administrator (or designee) shall be paid at the curriculum projects rate.~~

7.02 National Board Certification

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

7.03 Wisconsin Retirement System (WRS) Contributions

The Board **shall** ~~agrees to~~ contribute the employer's share. The employee **shall** ~~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 8. POST-EMPLOYMENT BENEFITS

8.01 Voluntary Early Retirement Benefit Program

A. Eligibility

Teachers will be eligible for the early retirement benefit provided for in this Article if they declare, in writing, to the Board of Education, their retirement intentions prior to February 1 of the calendar year in which they intend to retire from an employer contributing to the Wisconsin Retirement System.

B. Application and Limitation

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

C. Early Retirement Benefit Health Insurance

Upon retirement, for an eligible teacher whose application has been approved, the District will credit up to three thousand dollars for each year of service ($\$3,000 \times$ 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 teacher becomes entitled to Medicare.

- 1) Effective with the 2011-12 school year, each qualifying teacher shall have \$3,000, or such amount as proportional to the employment status of the teacher pursuant to his/her letter of appointment, designated in an HRA (Health Retirement Account) to be used for health insurance 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 teacher (subject to the terms of this provision) at the completion of the teacher'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 teacher'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 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.

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

A decorative graphic consisting of several overlapping, curved green shapes that form a stylized, abstract shape resembling a large letter 'N' or a similar symbol. The shapes are in various shades of green and have a slight 3D effect with shadows.

Non-Exempt Employees (Hourly)
Letter of Appointment

School District of Colby
Colby, WI

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

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

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

Board of Education, School District of Colby

By _____, Clerk

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

“EMPLOYEE NAME”

Date

Address

SECTION 1. DISCIPLINE AND DISCHARGE

1.01 Length of Probationary Period

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

1.02 Standard for Discipline and Termination

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

1.03 Benefits during Probation

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

1.04 Representation

In the event any employee is called to a meeting with representatives of the Employer for the purpose of issuing discipline or discharge, or for the purpose of investigating circumstances that may lead to discipline or discharge, the Employer shall advise the employee **has the** of his or her right to **request** representation ~~prior to the meeting~~. In the event the employee chooses to have representation, the meeting shall be delayed until appropriate representation may be obtained. Nothing in this provision shall prevent an Employer from removing an employee from the work place if immediate action is required.

1.05 Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material.

SECTION 2. HOURS OF WORK AND WORK SCHEDULE

2.01 Letter of Appointment

Each employee shall be issued an annual letter of appointment that shall be consistent with, but subservient to, this *Handbook* and board policy, before the last student contact day of the school year. The letter of appointment shall identify the employee, the position(s) that the employee is employed for, the length of the work year, the length of the work day, and the pay rate for the position. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position (i.e., assignment, wages and hours) as the one currently held.

A new letter of appointment shall be issued in cases of transfers, promotions, demotions, and partial or full **reduction in force** layoff. In the case of a change of assignment the employee shall be provided with at least 10 calendar days' notice of the change of assignment, if practicable, as determined by the administration.

2.02 Regular Workday and Starting and Ending Times

A regular full-time workday is eight (8) hours, excluding lunch time. Because of different schedule requirements, employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours, break periods, and lunch periods.

2.03 Regular Work Week

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

2.04 Part-time Employees

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

2.05 Additional Hours and Overtime - Approval and Assignment

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

2.06 Lunch Period

All employees who work six (6) hours or more per day will be entitled to an unpaid half-hour lunch period, which shall be duty free.

2.07 Breaks

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

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

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

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

2.09 Emergency School Closings

- A. All custodians are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible.
- B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency shall not be paid for that day. If the day is not rescheduled, the employee may elect one of the options listed in Section 2.10. Employees shall be required to make days up in the event that the District schedules make-up days.
- C. If employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked on such day.
- D. If employees report to work and a decision to close schools is made after that time, those employees will only be paid for the actual hours worked on such day those employees may elect one of the options in Section 2.11 for time lost due to the partial school closing.

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

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

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

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

2.11 Flexible Schedule

An employee may request a change in his/her weekly work schedule. The request for a change in the employee's weekly work schedule shall be made at least one (1) week in advance of the proposed change, unless circumstances allow for a shorter notice period. The request shall be filed with the employee's immediate supervisor. The immediate supervisor shall have the authority to grant or deny the employee's request in his/her sole discretion. The scheduling of hours of work under the flexible work schedule is at the sole discretion of the immediate supervisor. All hours of work under a flexible work schedule agreement must be completed within one regular workweek as defined in section 2.03 above, and section 6.04 of Part I of the *Handbook*. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime.

2.12 Call-In Pay

Employees called in to work hours outside of their regular work schedule that are not contiguous with their regular work schedule, except as noted below, shall be paid no less than two (2) hours pay. The District may, at its discretion, require such employees to work the full two (2) hour period. Employees

called in to open the building for a special event (e.g., use of school District facility by an outside agency or for co-curricular events) will be paid for the time that the employee is required to be at the District.

2.13 Attendance at Meetings

Employees required to attend meetings called or scheduled by the Employer shall be paid for all hours spent in attendance at such meetings, ~~if such meetings are held when the employee would regularly be on duty.~~

SECTION 3. REDUCTION IN FORCE, POSITIONS & HOURS

3.01 Reasons for Reduction in Force Layoff

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

3.02 Layoff Notice of Reduction

The District will give at least thirty (30) calendar days notice of **any reduction in force layoff**. The **notice of reduction in force layoff notice** shall specify the effective date and ~~of layoff~~, that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address, ~~and that it will refer the employee to the Reduction in Force provision in this Handbook.~~

3.03 Selection for Reduction – Steps

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

- A. **Step One - Attrition:** Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing **reductions layoffs**.
- B. **Step Two - Volunteers:** Volunteers will be **reduced laid-off** first. The District will provide the volunteer(s) with a **notice in accordance with section 3.02 layoff notice**. Requests for volunteers will be sent to employees within each job category. An employee who volunteers ~~to be laid-off~~ will put his/her request in writing. Volunteers will **only** be accepted by the District **only** if, in the District's opinion, the remaining employees in the job category are qualified to perform the remaining work. ~~Volunteers will be provided with all procedures under this section of the Handbook.~~
- C. **Step Three - Selection For Reduction/Layoff:** The District shall follow the guidelines below to select the employee in the affected job category for full or partial reduction in hours: ~~select the employee in the affected job category for layoff or reduction in hours.~~
 1. Job categories for the purpose of this section shall be defined as:
 - a. Custodians
 - b. Secretarys
 - c. Kitchen Staff
 - d. Instructional Aides (Regular and Special Education)
 - e. Media Aides
 2. The District shall utilize the following criteria in order of application for determining the employee for full or partial ~~layoff or~~ reduction in hours:
 - a. **Educational Needs of the District:** Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
 - b. **Qualifications as established by the Board:** Including, but not limited to specific job skills, certification [if applicable], training, district evaluations, etc.
 - c. **Qualifications of the Remaining Employees in the affected job category:** Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall

include but not be limited to: current and past assignment and practical experience in the area of need; and

d. Length of Service of the Employee.

- 1) Length of Service: Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
- 2) Tie Breaker on Length of Service: In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.
- 3) Length of Service List: The District will annually produce a length of service list and provide it by September 30th. The employees will raise any objections to the proposed length of service list by December 1st.

3.04 Reduction in Hours

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

3.05 Reemployment Recall/Rehire Process Period

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

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

3.06 Reemployment Recall Procedure

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

3.07 Termination of Reemployment Recall Options

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

3.08 Insurance Benefits during Layoff

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

3.09 Accrued Benefits during Layoff

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

3.10 Other Employment during Layoff

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

3.11 Furloughs

~~The District may furlough employees for budgetary reasons, and the following guidelines apply during furlough periods:~~

- ~~A. Employees shall not receive their wages or salary but are permitted to use accrued vacation, compensatory time (if allowed) or personal leave to receive compensation on furlough days.~~
- ~~B. Employees are prohibited from working.~~
- ~~C. Sick leave, personal leave, etc. shall continue to accrue as if the employees were working.~~
- ~~D. The District shall provide health insurance, dental insurance, etc. at the same level it would have if the employees were working.~~

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.

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:

Number of Years Worked	Vacation Days Earned
After one (1) year of service	5 days
After two (2) years of service	10 days
After seven (7) years of service	14 days
After twelve (12) years of service	18 days
After fifteen (15) years of service	20 days
Every Year in addition to fifteen (15)	½ day per year up to 25 days

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

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.

SECTION 6. HOLIDAYS

6.01 Holidays Defined

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

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

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

B. Employees working at least 200 days per calendar year, but less than 260 days per calendar year

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

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

Labor Day	Thanksgiving Day
December 25	January 1
Memorial Day	

6.02 Holidays Falling on Weekends

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

6.03 Holidays Falling on Student Contact Days

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

6.04 Holidays during Vacation

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

6.05 Eligibility for Holiday

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

SECTION 7. WAGE COMPENSATION AND EXPENSES

7.01 Wage Schedule

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

7.02 New Employee Wage Schedule Placement

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

7.03 Support Staff Wage Adjustments

- A. Eligibility Requirements - Performance Increment: An employee may apply for the Performance Increment or a supervisor may request the increment for an employee by completing the Support Staff Compensation Plan Adjustment Form ([Appendix Part III-7.03A](#)) and submitting it along with a copy of the most recent employee evaluation. All adjustments are determined for the ensuing year. Adjustments in increment are in addition to annually negotiated increases in salary. An employee may be eligible for a performance increment of \$.25/ hour one time every four years.
- B. Eligibility Requirements - Service Increment: An employee is eligible for the service increment when the anniversary year of the employee's date of hire will be divisible by 5. [For example, the eligible employee who was hired between January 1 - December 31 of 2004 would earn the service increment for payment beginning July 1 2009, having recorded five years of service since the anniversary year of his hire indicates his cumulative service to the District is divisible by 5.] The District records dates of hire for all employees. In the event of intervening employment, the last date of hire will be used to determine a service increment of \$.25 / hour.
- C. Eligibility Requirements - Skill Increment: Employees request approval for enrollment in training from their supervisor using form [Appendix Part III – 7.03C](#). Successful completion of 120-150 of additional approved training will qualify the employee for a pay increment for

- the ensuing year. The remuneration will be an additional \$.25/hour. Documentation of additional training and/or skill development must be submitted to the immediate supervisor for any employee applying for compensation adjustment at the Skill Increment Level ([Appendix Part III-7.03A](#)). The training must be useful in performing tasks within the current position of employment. Training acquired on the job can be certified by the supervisor as augmented performance to qualify for additional compensation. Supervisors will pre-approve any additional training that will be applied for compensation adjustment. Once an employee has submitted a Compensation Adjustment Form, the employee will be informed of the status of the application within two weeks of the submittal date.
- D. Employees are only eligible for one of the above wage adjustments (7.03A, B, C) per school year.
 - E. Appeals: An employee may appeal a decision of a supervisor/administrator regarding the application within two weeks of having been informed of the application not having been approved. The employee then has two weeks to file a letter of appeal with the person at the next decision level (principal, district administrator, or personnel committee of the Board of Education) requesting a meeting for reconsideration of the decision, and a decision will be rendered and communicated within a two-week period; two week deadlines for communicating a decision and filing subsequent appeals at all levels will be the expected practice. A hearing before the personnel committee of the Board of Education will constitute the final appeal remedy.
 - F. An employee who has been denied a wage adjustment may re-apply for the ensuing fiscal year subsequent to a successful performance evaluation.

7.04 Food Service Personnel – Extra Duty Pay

Food Service personnel will receive an hourly rate of \$20.00 per hour for cooking and/or food preparation above and beyond their regular scheduled hours when not district related.

7.05 Out-of-Classification Pay

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

7.06 Rate of Pay upon Promotion

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

7.07 Retirement Contributions

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 to which the employee contributes 4% and the District contributes 8% of the employee's annual salary.

7.08 Uniforms, Protective Clothing and Tools

- A. Uniforms:
 1. All food service and custodial employees of the District may, at the discretion of the District, be required to wear a District approved uniform while on the job. The uniforms may consist of a combination of jackets, hats, gloves, work shirts, work pants, work shorts and sweatshirts. The District shall furnish new uniforms on a schedule established by the District.
 2. All employees shall be required to clean and maintain their work shirts and work/pants.

3. The Board shall determine a supplier of uniforms and all employees shall place their respective orders through this supplier.
 4. The style, color, and type of fabric of said uniforms shall be determined by the administration.
- B. Uniform for Food Service Staff: Every two years Food Service staff may order new uniforms (three tops each). With supervisor approval, if the employee feels that their tops are still in good condition, the employee may purchase shoes and the District will pay the costs of uniform tops towards the cost of one pair of shoes.
- C. Uniforms for Custodial Staff: Custodians will be provided four (4) shirts annually upon request. Requests should be made by October 1st to the Director of Buildings/Grounds. With supervisor approval, if the employee feels that shirts are still in good condition, the District will pay the costs of uniform shirts toward the cost of one pair of shoes.
- D. Personal Protective Equipment: The Board shall provide the protective clothing and equipment necessary for food service and custodial employees to perform their jobs. Such clothing and equipment shall be limited to the following items: nonprescription safety glasses, rain jacket, rain pants, boots, and overalls. The Board reserves the right to determine the style and the type of protective gear to be used. Any employee who receives protective gear shall be responsible for such items and shall sign for receipt of the item in acceptable condition. All items of protective clothing shall remain the property of the Board and shall only be worn while working on an assigned school job. All issued items of protective clothing shall be inspected by the employee prior to each use. All damaged protective items and clothing must not be used and reported to the immediate supervisor and/or his/her designee.
- E. Protective Safety Glasses: The Board shall provide prescription safety glasses, only to custodial employees that need prescription glasses. No more than one pair per year shall be purchased for any individual employee. Quality of the safety glasses shall be determined by the School District.
- F. Tools: The District will furnish, without cost to the employees, tools considered necessary by the District for the employee to perform their normal duties. Any replacement of hand tools deemed necessary by the District will be furnished by the District without cost to the employee, except where loss due to negligence or willful destruction is apparent in which case the employee will be billed for the School District's replacement cost.

7.09 Expenses

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

7.10 Substitutes for Teachers

Instructional Assistants/Special Education Assistants, with teacher licensure, assigned to substitute for an absent teacher for one class period or more will be paid an additional one dollar and fifty cents (\$1.50) per **class period** ~~hour~~ for time spent substituting for a teacher during the teacher's absence. By definition, teaching assistants who do not hold teaching or substitute certificates are not qualified teachers and shall not be required, permitted nor authorized to take the place of a teacher for the purpose of instructing students during times that a qualified substitute for that teacher could reasonably be expected to be hired.

This provision does not preclude teaching assistants from being assigned to student(s) supervision responsibilities, for example, monitoring a study hall. An instructional assistant/special education assistant receiving compensation under this section is ineligible for the per diem substitute teacher pay.

SECTION 8. JOB RELATED TRAINING AND LICENSURE

8.01 In-Service Training

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

8.02 License Renewal Reimbursement for Special Education Assistants

Special education assistants who have been employed by the District as a special education assistant for at least five years and who are required by the District and by the Department of Public Instruction to possess a DPI Special Education Aide License #883 shall be reimbursed by the District for up to seventy-five dollars (\$75.00) for the cost of renewal of the #883 license. The reimbursement shall occur at the time of the DPI's approval of the special education assistant's application for license renewal. The reimbursement is not applicable if the special education assistant has worked less than five years with the District or if the seventy-five dollars (\$75.00) is to be applied toward the cost of the special education assistant's initial five year special education aide #883 license.

SECTION 9. EMPLOYEE EVALUATIONS

9.01 Evaluation

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

9.02 Procedures and Instruments

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

9.03 Frequency

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

9.04 Receipt of Evaluation

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

9.05 Comments, Disputes

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

9.06 Evaluators


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

SECTION 10. RESIGNATION FROM EMPLOYMENT

10.01 Notice of Termination of Employment

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

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

A large, stylized green graphic element that resembles a thick, curved line or a ribbon. It starts from the left side, curves downwards and then upwards, crossing itself in the middle, and continues towards the right side. The graphic is composed of two overlapping paths, creating a sense of depth and movement.

Exempt Executive, Specialists, Supervisory Employees (Salaried)

Letter of Appointment

School District of Colby
Colby, WI

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

1. It is Further Agreed by the party of the second part, that wages or salary shall begin at the time he or she reports for duty. The wages or salary shall be paid on such calendar dates as set by the Board of Education.
2. It is Further Agreed by the party of the second part, that this contract is made subject to all the rules and regulations of said Board of Education now in force and such as may hereafter be adopted, including the directions of the Superintendent of Schools.
3. It is Further Agreed by the party of the second part, when first employed and thereafter according to Board Policy, to submit a report of medical examination on forms furnished by the school board. This examination is to be paid for by the school district and is to include only those medical provisions as required by state law.
4. It is Further Agreed that the party of the second part shall be entitled to leave and vacation as identified in the employee handbook.
5. It is Further Agreed that the School District will pay 100% of the premium cost per month, for coverage under the group health/dental insurance as identified in [Part I 15.02](#).
6. It is Further Agreed that the School District shall provide and make payment for long-term Income Protection Insurance in case of disability.
7. It is Further Agreed that the Board of Education agrees to pay a portion of the employee’s current year’s salary into the Colby Public Schools, Trustee Account Pension Plan or Wisconsin Deferred Comp, Non-instructional Employees, or WRS provided the employee qualifies for and belongs to the plan; as defined in the employee handbook.
8. It is Further Agreed that either party may terminate this contract immediately following written notice. The employee is considered an “at will” employee of the School District.

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

Board of Education, School District of Colby

By _____, President

By _____, Clerk

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

“EMPLOYEE NAME”

Date

Address

SECTION 1. DISCIPLINE, TERMINATION AND NONRENEWAL

1.01 Standard for Discipline and Termination

An executive staff may be disciplined or terminated for “cause.” Such discipline or termination shall be subject to the grievance procedure provisions of this *Handbook*. “Cause” is defined as the following:

- A. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest; and
- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

1.02 Disciplinary Materials

Copies of any disciplinary material(s) shall be provided to the employee before such material is placed in an employee’s personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material.

SECTION 2. JOB RESPONSIBILITIES

2.01 Executive Staff License or Certificate

Executive Staff shall maintain a valid license or certificate, properly registered and issued by the State of Wisconsin, sufficient to lawfully permit each employee to perform such duties as may be assigned.

2.02 Job Description

Written job descriptions of each employee’s services, duties and obligations will be provided.

SECTION 3. WORK SCHEDULES

3.01 Work Schedules for Executive Staff

Executive staff work schedules are set by the district administrator with the professional duties of each employee taken into account in the setting of the work schedule.

SECTION 4. PROFESSIONAL GROWTH

4.01 Requirement to Remain Current

All executive staff shall engage in independent and active efforts to maintain high standards of individual excellence. Executive staff are encouraged to continue professional growth through participation in conventions, programs, professional meetings and other activities conducted by local, state and national administrator associations; seminars, workshops and courses offered by institutions of higher learning, and other formal and informal professional development activities.

SECTION 5. EXECUTIVE STAFF EVALUATION

5.01 General Provisions

Executive staff shall receive written evaluations based on job descriptions, including job related activities, and shall include observation of the employee’s performance as part of the evaluation data.

5.02 Evaluation Frequency

Executive staff shall receive a written evaluation at the end of their first year of employment and at least every other year thereafter.

5.03 Evaluators

The school district administrator is responsible for the evaluation of executive staff and shall either perform those evaluations him or herself or shall direct that those evaluations be performed by other persons who have the training, knowledge and skills necessary to evaluate executive school personnel.

SECTION 6. PROFESSIONAL COMPENSATION

6.01 Professional Compensation

Each executive staff shall be compensated in accordance with the terms of his or her individual contract.

SECTION 7. PAID VACATION

7.01 Notice

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

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

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

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

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

7.03 Vacation Accumulation

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

7.04 Scheduling of Vacation

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

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

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

7.06 Holidays during Vacation

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

SECTION 8. HOLIDAYS

8.01 Holidays Defined

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

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

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

8.02 Holidays Falling on Weekends

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

8.03 Retirement Contributions

Exempt Executive and supervisory employees who have worked over 1,000 hours in one fiscal year for the District are eligible to participate in the 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 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 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 District experience, will be selected. If seniority is equal, the selection will be based on the order of receipt of the application.

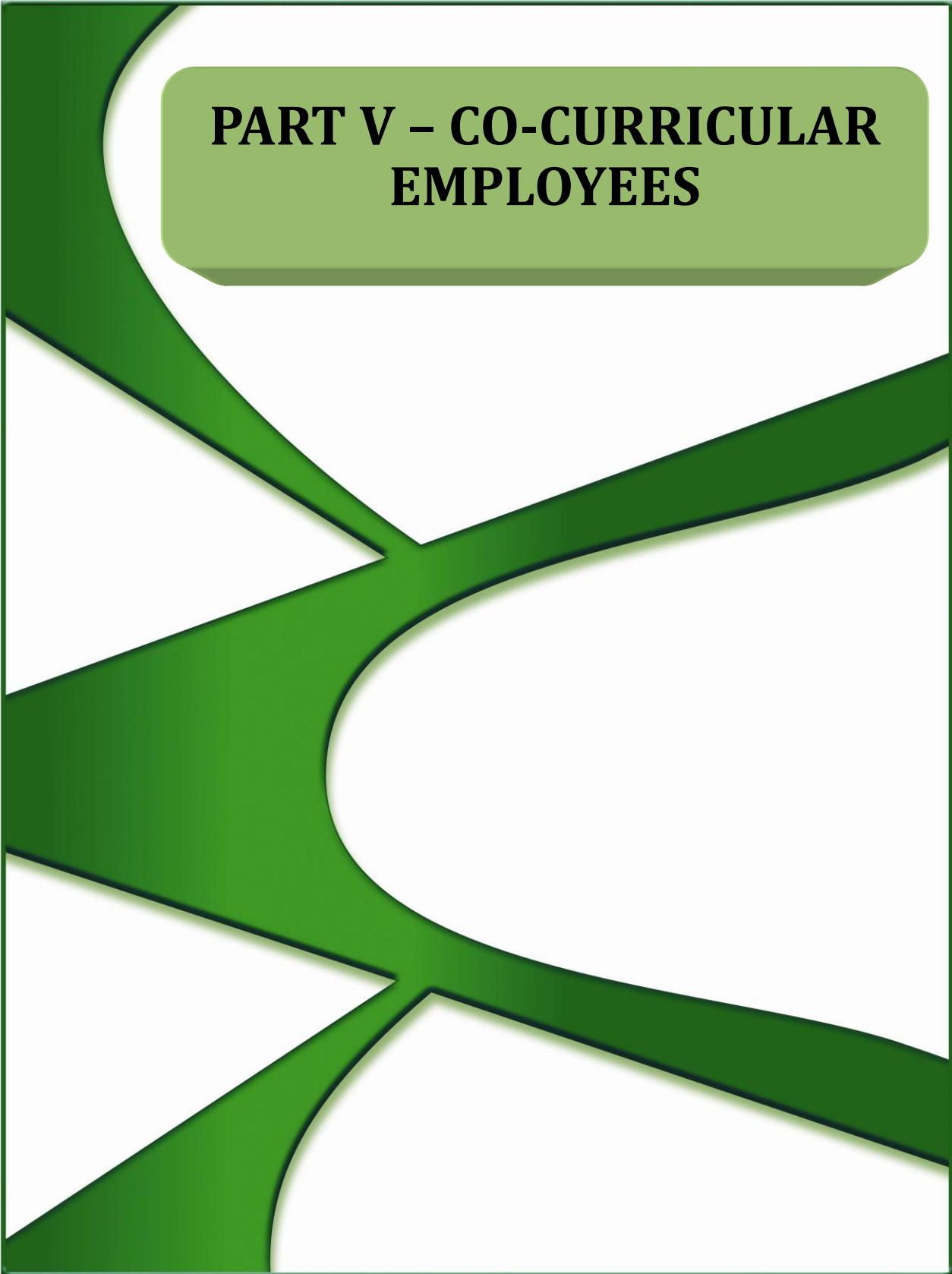
C. Early Retirement Benefit Health Insurance

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 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.



**PART V – CO-CURRICULAR
EMPLOYEES**

Personnel Letter of Appointment

School District of Colby

Colby, WI

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

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

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

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

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

Dated this th day of “DATE”.

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

“EMPLOYEE NAME”

Date

Address

SECTION 1. ATHLETIC AND ACTIVITY ASSIGNMENTS

1.01 Letter of Appointment

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

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

1.02 Payments

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

1.03 Work Schedule

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

1.04 Evaluation of Extra-Curricular Appointments

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

1.05 Volunteers

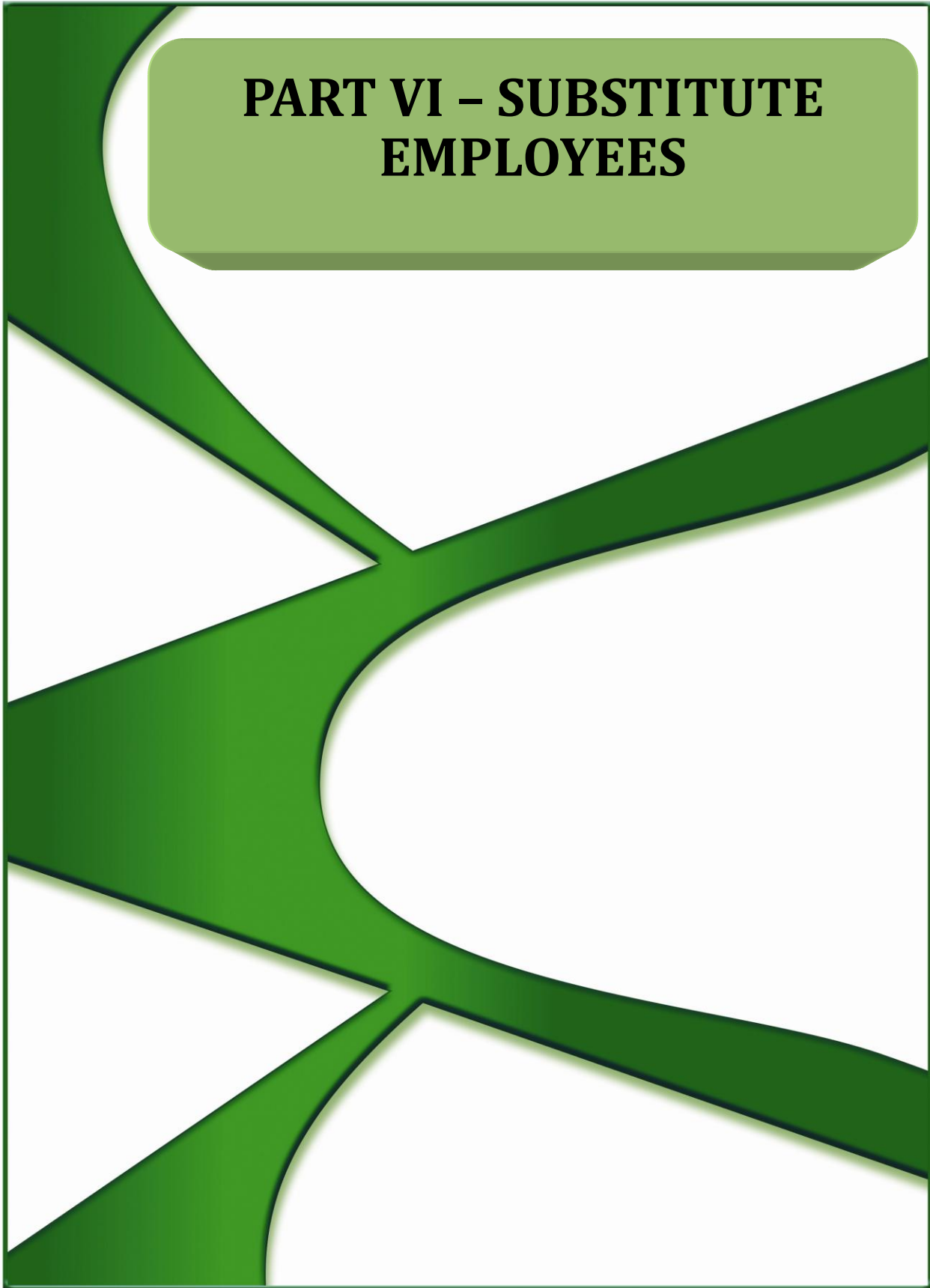
Upon approval from the head coach/advisor and the athletic director or principal, an individual may serve as a volunteer coach/advisor for an extra-curricular activity. The following guidelines apply to volunteers and can be found in the Volunteer Handbook – Administrative Procedure #549.2 and at www.colby.k12.wi.us:

- A. They will not be eligible for salary/wages, stipend, or benefits;
- B. They will be covered by the District's general liability insurance policy while acting as a volunteer coach for the District. However, there is no coverage under the District's liability insurance policy for claims made against volunteers by other volunteers or District employees;
- C. They will be responsible for their own personal injuries (i.e., ineligible for worker's compensation);
- D. They must consent to a background check and agree to have a tuberculin skin (TB) test;
- E. They must follow all District activity and athletic policies and procedures and other District

- policies as applicable;
- F. They accept direct and indirect supervision of the head coach; and,
 - G. They may be dismissed at any time without cause.

1.06 Extra-Curricular Pay Schedule

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

The image features a decorative background with a large, stylized 'X' shape formed by four green, curved bands that meet at the center. The bands have a slight gradient and a dark green outline. In the upper left quadrant, there is a light green rounded rectangular box with a dark green border. Inside this box, the text 'PART VI - SUBSTITUTE EMPLOYEES' is written in a bold, black, sans-serif font, centered horizontally and vertically.

**PART VI - SUBSTITUTE
EMPLOYEES**

SECTION 1. ALL SUBSTITUTE EMPLOYEES

1.01 Pre-Employment Requirements

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

SECTION 2. SUBSTITUTE TEACHERS

2.01 Licensure and/or Permit

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

2.02 Training and Evaluation

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

2.03 Assignment and Professional Responsibilities

- A. Assignments: Substitutes shall be assigned at the discretion of the District.
- B. A copy of the appropriate school policies, an outline of the absence and tardiness procedures, recess schedule (if applicable), teacher's daily schedule, general class schedule (bell schedule when applicable), name of any individual designated in charge of discipline, seating charts, class schedule and lesson plans for all classes to be taught shall be made available to the substitute. School Board policies will be available to the substitute on the District website.
- C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment
 1. A substitute teacher may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute teacher list if the substitute demonstrates a pattern or practice of declining assignments.
 2. A substitute who accepts a job by mistake will contact the district as soon as possible to rectify the error. A substitute who wishes to cancel an assignment on the current date must inform the building secretary by phone. Any substitute teacher who abuses the cancellation privilege, in the District's discretion, may have their name removed from the substitute list.
- D. Professional Responsibilities:

The professional responsibilities and duties of substitutes shall be consistent with the regular teacher's responsibilities and duties for whom they are substituting. When a substitute is employed as a long-term substitute teacher, or is employed at the end of the semester, and is expected to close out school records, do report cards, and inventories, he/she may be given up to one day to complete these tasks if deemed necessary by the principal. The substitute will be compensated at the applicable substitute rate.
- E. Long-Term Substitute Assignment
 1. When a substitute is assigned for more than ten (10) consecutive days in the same position, then the long-term rates apply, unless **the long-term nature of the assignment** such long-term is known in advance, in which case payment will begin on the first day. The substitute's hourly rate shall be computed based on the number of periods per day in a building (e.g. at elementary level – eight (8) hours).
 2. Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher.
- F. Substitute Teaching Day: substitute's teaching day shall be eight (8) hours, excluding the duty free lunch, when subbing for a full-time teacher who is absent for a whole day. If a

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

2.04 Compensation

- A. Daily Rate: Substitute teachers shall receive compensation for services rendered. Substitute teachers shall be employed at the rate established by the District. Substitute teachers shall be paid in accordance with the Substitute Teacher Pay Schedule [[Appendix Part VI – 2.04](#)]. Part-time substitute teachers shall be paid on a prorated basis based off of the full daily rates set forth above. The substitutes' hourly rate shall be computed based on the number of periods per day in a building. (At the elementary level - 8 hours.)
- B. Homebound or Alternative Site Instruction
 - 1. Substitute teachers who are contracted to provide homebound or alternative site instruction to a student of this school district, shall be compensated in accordance with the Substitute Teacher Pay Schedule [[Appendix Part VI – 2.04](#)].
 - 2. Substitute teachers will be paid mileage from the student's school to the student's location and back pursuant to the terms of the *Handbook*. If a substitute teacher is required to report to the District and subsequently travel to a different location (either within or outside of the District), the District will reimburse him/her an amount equal to the Internal Revenue Service (IRS) business travel rate per mile for travel to that second location (and back to the first location, if required by the District).

2.05 Dismissal/Removal from Substitute List

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

2.06 Miscellaneous Provisions

- A. In-Service: Each per diem substitute may be required to participate in new teacher orientation or teacher in-service day programs in the schools. Per diem substitutes shall be paid at their applicable rate for in-service participation if the employer requires them to attend. Long-term substitutes will be required to attend in-service days and will receive their long-term rate. The principal may, in his/her discretion, determine and notify the long-term substitute that he/she is not required to attend an in-service day(s) and will not be paid for that day. Substitute teachers may participate in after school/summer in-services at no cost, provided teachers members and/or administrators are able to attend without cost. Substitute teachers may participate in after school/summer in-services at the same cost as teachers provided the vendor offers such a discount to substitute teachers. The substitute teacher may participate at the cost established by the vendor if the vendor does not offer such a discount to substitute teachers. Substitute teachers availability to participate in all of the above school/summer in-services will be on a space available basis as determined by the District.
- B. Duty Free Lunch: All substitutes shall be provided with a daily duty-free lunch period of at least thirty (30) continuous minutes.
- C. In-service/Orientation: The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two (2) hours. Substitute teachers attending the in-service will not be compensated for their attendance.
- D. Online Services: Long-term substitutes will be provided district email accounts and network access.

SECTION 3. SUPPORT STAFF SUBSTITUTES

3.01 Licensure and/or Permit

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

3.02 Training and Evaluation

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

3.03 Assignment and Professional Responsibilities

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

3.04 Compensation

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

3.05 Dismissal/Removal from Substitute List

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

3.06 Miscellaneous Provisions

- A. In-Service: Each per diem substitute may be required to participate in new employee orientation or in-service day programs in the schools. Substitutes shall be paid at their applicable hourly rate for in-service participation if the employer requires them to attend.
- B. Duty Free Lunch: All substitutes shall be provided breaks and lunch periods consistent with the support staff person that the substitute is replacing.
- C. In-service/Orientation: The District may provide an orientation at the beginning of each school year. Attendance at the in-service will be voluntary and the in-service shall last no more than two (2) hours. Substitutes attending the in-service will not be compensated for their attendance.

APPENDIX

COLBY SCHOOL DISTRICT Seasonal Employee Wage Schedule

	First Season of Employment	Third Season of Employment	Fifth Season of Employment	Seventh Season of Employment
Custodial	\$8.95/Hour	\$9.20/Hour	\$9.45/Hour	\$9.70/Hour
Lifeguard*	\$9.50/Hour	\$10.00/Hour	\$10.50/Hour	\$11.00/Hour
Summer Recreation Community Ed.** Licensed Teacher Non-Licensed	\$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.

** Wage Based on **required** Education/Licensure in content instructing. Wage may be adjusted to align with class enrollment.

Employment Posters and Related Information

POSTERS

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

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

Employee Protections Against Use of Honesty Testing Devices - Wisconsin

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

Equal Employment Opportunity is the Law

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

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

“EEO is the Law” Poster Supplement

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

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

Fair Employment Law - Wisconsin

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

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

Fair Labor Standards Act - Federal

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

Family and Medical Leave Act - Wisconsin

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

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

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

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

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

Hazardous Chemicals in the Workplace?

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

Public Employee Safety and Health

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

Hours and Times of Day Minors May Work in Wisconsin

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

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

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

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

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

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

Notice to Employees About Applying for Wisconsin Unemployment Benefits

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

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

Hmong <http://dwd.wisconsin.gov/dwd/publications/ui/ucb7h.pdf>

Notification Required When Employers Decide to Cease Providing a Health Care Benefit Plan

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11054_p.pdf

Minimum Wage Rates - Wisconsin

English http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_p.pdf

Spanish http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_9247_s_p.pdf

**Your Rights Under USERRA: The Uniformed Services Employment and Reemployment Rights Act
(complete information from Dept. of Labor)**

English http://www.dol.gov/vets/programs/userra/USERRA_Private.pdf#Non-Federal

RELATED INFORMATION

Age Discrimination in Employment Act (ADEA)

<http://www.eeoc.gov/laws/statutes/adea.cfm>

Americans with Disabilities Act (ADA)

<http://www1.eeoc.gov/eeoc/publications/fs-ada.cfm>

**U.S. DEPARTMENT OF LABOR WORKPLACE POSTER REQUIREMENTS FOR SMALL
BUSINESSES AND OTHER EMPLOYERS**

<http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>

If your district is a federal government contractor or subcontractor, please be aware that there may be other posting requirements for you.

Employee Rights and Responsibilities

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

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

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

Military Family Leave Entitlements

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

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

Benefits and Protections

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

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

Eligibility Requirements

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

Definition of Serious Health Condition

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

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

Use of Leave

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

Substitution of Paid Leave for Unpaid Leave

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

Employee Responsibilities

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

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

Employer Responsibilities

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

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

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

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

Enforcement

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

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

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



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



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

WHD Publication 1420 Revised January 2009

2012-13 ~~2011-12~~ Insurance Contributions & Deductions

The Board of education shall provide health and dental insurance to eligible employees. The District shall establish an annual budget for health and dental insurance for employees. The District's Health Insurance Committee shall negotiate rates, premiums and plan specifics with vendors and annually present this information to the Board. The Board will make the final decision and approval of the insurance plans.

SINGLE PLAN		
	WEA DENTAL	SECURITY HEALTH PLAN
District Yearly Contribution	\$322.92 \$291.65	\$8,557.92 \$7,716.82
Employee Yearly Contribution	\$80.76 \$72.91	\$950.88 \$857.42
Salaried (Teacher) & Calendar Year Hourly Employee Cost per Check	TEA-\$3.36 12 MO-\$3.11 \$3.04	TEA-\$39.62 12 MO-\$36.57 \$35.73
Hourly Employees Cost Per Check	\$4.25 \$3.84	\$50.05 \$45.13

FAMILY PLAN		
	WEA DENTAL	SECURITY HEALTH PLAN
District Yearly Contribution	\$936.16 \$847.49	\$18,827.64 \$16,977.17
Employee Yearly Contribution	\$234.48 \$211.87	\$2,091.96 \$1,886.35
Salaried (Teacher) & Calendar Year Hourly Employee Cost per Check	TEA-\$9.77 12 MO-\$9.02 \$8.83	TEA-\$87.17 12 MO-\$80.46 \$78.60
Hourly Employees Cost per Check	\$12.34 \$11.15	\$110.10 \$99.28

WEA Dental Insurance Summary of Benefits

COLBY SCHOOL DISTRICT
Group No.: 490.0

04900 001 20 11 11 03 001 R*

Effective Date of Your Coverage is Listed on the Letter of
Confirmation of Enrollment or Change of Coverage

**Addendum to
WEA Insurance Corporation
Group Dental Policy
Benefit Summary**

This Benefit Summary provides important information about reimbursement limits that apply to your dental insurance benefits. It also specifies what amendments, if any, apply to your coverage. Your Group Dental Policy describes your benefits as well as the exclusions and limitations that apply to them. We encourage you to read it.

Employer: COLBY SCHOOL DISTRICT

Effective Date of Group Coverage: 09/01/2011

Benefit Period: January through December

Maximum Benefit Per Person Per Benefit Period Except Orthodontic Benefits: \$1,000

Maximum Benefit Per Person Per Lifetime For Orthodontic Benefits: \$1,500

Benefit Period Deductible Per Person: \$0

Benefits:

Diagnostic & Preventive Benefits

A through D are limited per Benefit Period

	Subject to Deductible	Payable at
A. Periodical Oral Examinations	No	100%
B. Bitewing X Rays	No	100%
C. Prophylaxes	No	100%
D. Fluoride Applications	No	100%
E. Sealants	No	100%
F. Diagnostic X-Rays	No	100%
G. Pulp Vitality Tests	No	100%
H. Office Visits or Consultations	No	100%

Basic Benefits

A. Fillings	No	80%
B. Anesthesia	No	80%
C. Extraction of Teeth	No	80%
D. Oral Surgery	No	80%
E. Stainless Steel Crowns	No	80%
F. Space Maintainers	No	80%
G. Pulpotomies and Root Canal Treatment	No	80%
H. Periodontic Treatments	No	80%
I. Denture Repair	No	80%
J. Occlusal Adjustments (\$100 lifetime maximum)	No	100%
K. Bruxism Appliances	No	80%

Optional Benefits

Option 1 - Onlays and Crowns	No	50%
Option 3 - Orthodontics	No	50%

November 7, 2011
28400110-dtl.doc

ICELIG 2840-813-0110

COLBY SCHOOL DISTRICT
Group No.: 490.0

04900 001 20 11 11 03 001 R*

Amendments Which Apply to Your Policy:	Subject to Deductible	Payable at
----------------------------------------	-----------------------	------------

All Benefits are subject to all provisions, exclusions, and limitations contained in the Policy.

November 7, 2011
28400110-dtl.doc

ICELIG 2840-813-0110

Schedule of Benefits - HMO
 Group 890391 - SCHOOL DISTRICT OF COLBY
 Benefit Year: January 1st through December 31st
 Effective Date: 09/01/2011



Security Health Plan certifies that you and any covered dependents have coverage as described in your Certificate and Schedule of Benefits as of the effective date shown on the letter you received with your identification cards, subject to the terms, conditions, exclusions, limitations and all other provisions of the group policy.

This Schedule shows your specific cost-sharing, as well as any additional benefits, limitations or exclusions not shown in your Certificate. It also provides a very general summary of your benefits for certain types of services; **you will need to read it in conjunction with your Certificate for details about your coverage.** Benefits are calculated according to the benefit year shown above. **NOTE: All services must be received from affiliated providers, except as otherwise described in the Certificate.**

Your Responsibilities	
Deductible	\$3,000 per individual \$6,000 per family
Annual out of pocket (Deductible)	\$3,000 per individual \$6,000 per family
Lifetime maximum benefit limit	Unlimited

Your Benefits	
Ambulance services	Subject to deductible
Anesthesia services	Subject to deductible
Autism spectrum disorder treatment	Subject to deductible
Chiropractic services	Subject to deductible
Durable medical equipment and medical supplies (Including insulin pump and supplies)	Subject to deductible
Hearing examinations	Subject to deductible
Home health care	Subject to deductible (Limited to 40 visits per individual per calendar year)
Hospice care	Subject to deductible
Hospital emergency room services	Subject to deductible
Hospital inpatient services (Including semi-private or special care room, operating room, ancillary services and supplies)	Subject to deductible
Hospital outpatient and surgical center services	Subject to deductible
Maternity services	
• Hospital services	Subject to deductible
• Physician services	Subject to deductible

Schedule of Benefits - HMO
 Group 890391 - SCHOOL DISTRICT OF COLBY
 Benefit Year: January 1st through December 31st
 Effective Date: 09/01/2011



Your Benefits	
Mental health services	
• Inpatient care	Subject to deductible
• Outpatient care	6 days covered at 100% per calendar year then subject to deductible
• Transitional care	6 days covered at 100% per calendar year then subject to deductible
Office visits	Subject to deductible (Preventive exams covered at 100%)
Outpatient laboratory services	Subject to deductible
Outpatient radiology services	Subject to deductible
Outpatient therapy services	
• Occupational therapy	Subject to deductible
• Physical therapy	Subject to deductible
• Speech therapy	Subject to deductible
Physician services	
• Hospital services	Subject to deductible
• Other services in an office	Subject to deductible (Preventive immunizations covered at 100%)

Schedule of Benefits - HMO
Group 890391 - SCHOOL DISTRICT OF COLBY
Benefit Year: January 1st through December 31st
Effective Date: 09/01/2011



Your Benefits	
Preventive benefit Please refer to Security Health Plan's Preventive Service Guidelines at www.securityhealth.org for service frequency recommendations.	
<ul style="list-style-type: none"> • Comprehensive physical examination (complete physical) ~ Well-baby care ~ Well-child care ~ Adolescent well-care ~ Adult well-care 	Covered at 100%
<ul style="list-style-type: none"> • Gynecological examination for women (breast exam and pelvic exam) 	1 per calendar year then subject to deductible
<ul style="list-style-type: none"> • Digital prostate examination for men 	1 per calendar year then subject to deductible
<ul style="list-style-type: none"> • Preventive hearing test 	1 per calendar year then subject to deductible
<ul style="list-style-type: none"> • Comprehensive preventive vision examination 	1 per calendar year then subject to deductible
<ul style="list-style-type: none"> • Mammogram to screen for breast cancer 	1 per calendar year then subject to deductible
<ul style="list-style-type: none"> • Pap smear to screen for cervical cancer 	1 per calendar year then subject to deductible
<ul style="list-style-type: none"> • Colonoscopy screening for colorectal cancer 	1 every two years then subject to deductible
<ul style="list-style-type: none"> • Other screenings for colorectal cancer ~ Sigmoidoscopy ~ Double contrast barium enema ~ Fecal occult blood testing 	1 per calendar year then subject to deductible
<ul style="list-style-type: none"> • Screening laboratory services Including, but are not limited to: basic metabolic panel, comprehensive metabolic panel, general health panel, lipoprotein, lipid panel, glucose (blood sugar), complete blood count (CBC), hemoglobin, thyroid stimulating hormone (TSH), prostate specific antigen (PSA), and urinalysis. 	Each laboratory service covered at 1 per calendar year then subject to deductible
<ul style="list-style-type: none"> • Bone mineral density (dexa scan) to screen for osteoporosis in women 	1 per calendar year then subject to deductible
<ul style="list-style-type: none"> • Chlamydia screening for women 	1 per calendar year then subject to deductible
<ul style="list-style-type: none"> • Ultrasound for screen of an abdominal aortic aneurysm for men 	1 per calendar year then subject to deductible
<ul style="list-style-type: none"> • Immunizations and vaccinations (including those needed for travel) 	Covered at 100%
Skilled nursing facility	Subject to deductible (Limited to 30 days per individual per confinement)

Schedule of Benefits - HMO
Group 890391 - SCHOOL DISTRICT OF COLBY
Benefit Year: January 1st through December 31st
Effective Date: 09/01/2011

SecurityHealthPlan.



www.securityhealth.org

Your Benefits	
Substance abuse services	
• Inpatient care	Subject to deductible
• Outpatient care	6 days covered at 100% per calendar year then subject to deductible
• Transitional care	15 days covered at 100% per calendar year then subject to deductible
Surgical services	Subject to deductible
Temporomandibular joint disorders or TMJ non-surgical treatment	Subject to deductible (Limited to \$1,250 maximum per individual per calendar year)
Transplant services	Subject to deductible
Vision examinations	Subject to deductible

Schedule of Benefits - HMO
Group 890391 - SCHOOL DISTRICT OF COLBY
Benefit Year: January 1st through December 31st
Effective Date: 09/01/2011



Pharmacy	
<ul style="list-style-type: none"> • Up to 30 days worth of medication constitutes a 1-month supply. For most maintenance medications you may receive up to a 90-day supply and if applicable, 3 copayments and/or coinsurance and/or deductible will be assessed. • Pharmacy mail service may supply maintenance medications in a 90-day supply and if applicable, 2 copayments and/or coinsurance and/or deductible will be assessed. • Copayments and/or coinsurance and/or deductible will be assessed on oral anti-diabetic medications. • 100% coverage for tier 1 and tier 2 insulin and diabetic testing supplies. (Not subject to deductible, if applicable.) • Insulin and diabetic testing supplies not listed on tier 1 or tier 2 of the Formulary Guide will require medical exception review from the Security Health Plan Pharmacy Services Department. (This does not include insulin pumps and related supplies. Please refer to the durable medical equipment section of the Schedule of Benefits for coverage.) • 100% coverage for smoking cessation products, limited to 180 days per calendar year, as indicated in the Formulary Guide. • Limited coverage for sexual dysfunction medications (e. g. Viagra®), as indicated in the Formulary Guide. • Over-the-counter (OTC) medications are generally excluded; however, coverage may be provided for selected OTC medications with a prescription authorization, as indicated in the Formulary Guide. • The use of a specialty pharmacy may be required for select medications, as indicated in the Formulary Guide. 	<p>\$20 copayment per tier 1 prescription or refill.</p> <p>\$40 copayment per tier 2 prescription or refill.</p> <p>\$60 copayment per tier 3 prescription or refill.</p>

Dependent Coverage
<p>Dependent children are covered from birth through the end of the month they attain the age of 26.</p> <p>After turning 26, dependent children are eligible through the earliest of 1) the end of the month they marry or 2) the end of the month they attain the age of 27 or 3) the end of the month in which they become eligible for coverage under a group health benefit plan offered by the child's employer for which the amount of the child's premium is no greater than the premium amount for his or her coverage as a dependent under this plan.</p> <p>In addition, a child who meets the criteria above and is a full-time student as defined in the Certificate has an extension past age 26 IF the child was called to federal active duty in the National Guard or in a reserve component of the U.S. armed forces while the child was under 27 years of age and attending, on a full-time basis, an institution of higher learning. Such extension ends on the date described in the full-time student definition in the Certificate.</p>

Waiting period for pre-existing condition
<ul style="list-style-type: none"> • 0 months for new enrollees • 18 months for late enrollees <p>Does not apply to children under 19 years of age.</p>

Wage Schedule

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

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

Employee Group	Novice Pay	Base Pay
Custodians	\$9.95	\$10.20
Food Service – Cooks	\$9.10	\$9.35
Food Service – Computer/Server	\$8.25	\$8.60
Instructional Aides	\$9.10	\$9.35
Media Aides	\$9.20	\$9.45
Secretaries	\$9.20	\$9.45

Colby School District
Support Staff Compensation Plan Adjustment

Date: _____

Employee: _____

Date of Application: _____

Position: _____

Date of Hire: _____

.....
Current Compensation Scale Placement: _____

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

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

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

SUPERVISOR'S RECOMMENDATION FOR CONSIDERATION FOR COMPENSATION PLAN ADJUSTMENT

 ___ Base Level – **Evaluation Attached**

 ___ Performance Level – **Evaluation Attached**

 ___ Skill Increment (Additional Training Documentation Attached)

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

 ___ Other (Change in Job Classification to: _____)

 ___ Other (Change in Hours to: _____)

 ___ Other (Please Specify: _____)

SIGNED: _____

.....
RATIONALE:

Approved

Not Approved

SIGNED: _____

Supervisor

DATE: _____

Colby School District
Support Personnel – Additional Training Record

Employee _____ Date Submitted _____

TRAINING REQUESTED: Workshop/Activity Description

Offered By: _____

Dates of Attendance/Study: _____ to _____

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

Payment: \$ _____ by Colby School District

\$ _____ by Participant*

.....
APPROVAL FOR TRAINING:

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

Supervisor _____ Date _____

.....
CERTIFICATION - COMPLETION OF TRAINING

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

Signature of Employee _____ Date _____

Training qualifies for salary schedule enhancement.

Supervisor's Signature _____ Date _____

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

Number of Hours Eligible for Salary Schedule Enhancement: _____

Date Recorded: _____

Colby School District Extra-curricular Pay Schedule

(Extra pay computed on percentage of maximum amount on experience level)

		Base 0 to 3 Years \$1,931.00	Base 4 to 7 Years \$2,040.00	Base Over 7 Years \$2,217.00
FOOTBALL				
Varsity Head Coach	100%	\$1,931.00	\$2,040.00	\$2,217.00
Varsity Assistant Coach	83%	\$1,602.73	\$1,693.20	\$1,840.11
Ninth Grade Coach	74%	\$1,428.94	\$1,509.60	\$1,640.58
Middle School Head Coach	64%	\$1,235.84	\$1,305.60	\$1,418.88
Middle School Assistant Coach	46%	\$888.26	\$938.40	\$1,019.82
Pre-School FB - Coaching Per Day (WIAA Regs)		\$20.00	\$20.00	\$20.00
CROSS COUNTRY				
Head Coach	96%	\$1,853.76	\$1,958.40	\$2,128.32
Assistant Coach	83%	\$1,602.73	\$1,693.20	\$1,840.11
Middle School Head Coach	64%	\$1,235.84	\$1,305.60	\$1,418.88
Pre-School CC - Coaching Per Day (WIAA Regs)		\$20.00	\$20.00	\$20.00
VOLLEYBALL				
Varsity Head Coach	96%	\$1,853.76	\$1,958.40	\$2,128.32
Varsity Assistant Coach	83%	\$1,602.73	\$1,693.20	\$1,840.11
Ninth Grade Coach	74%	\$1,428.94	\$1,509.60	\$1,640.58
Middle School Head Coach	64%	\$1,235.84	\$1,305.60	\$1,418.88
Middle School Assistant Coach	46%	\$888.26	\$938.40	\$1,019.82
Pre-School VB - Coaching Per Day (WIAA Regs)		\$20.00	\$20.00	\$20.00
SWIMMING				
Varsity Head Coach - Boys or Girls	96%	\$1,853.76	\$1,958.40	\$2,128.32
Varsity Assistant Coach - Boys or Girls	83%	\$1,602.73	\$1,693.20	\$1,840.11
Middle School Coach	64%	\$1,235.84	\$1,305.60	\$1,418.88
Pre-School Swim - Coaching Per Day (WIAA Regs)		\$20.00	\$20.00	\$20.00
BASKETBALL - BOYS				
Varsity Head Coach	114%	\$2,201.34	\$2,325.60	\$2,527.38
Varsity Assistant Coach	89%	\$1,718.59	\$1,815.60	\$1,973.13
Ninth Grade Coach	80%	\$1,544.80	\$1,632.00	\$1,773.60
Middle School Head Coach	64%	\$1,235.84	\$1,305.60	\$1,418.88
Middle School Assistant Coach	46%	\$888.26	\$938.40	\$1,019.82
Vacation BB - Coaching Per Day (WIAA Regs) (maximum of four (4) days per season)		\$20.00	\$20.00	\$20.00
BASKETBALL - GIRLS				
Varsity Head Coach	114%	\$2,201.34	\$2,325.60	\$2,527.38
Varsity Assistant Coach	89%	\$1,718.59	\$1,815.60	\$1,973.13
Ninth Grade Coach	80%	\$1,544.80	\$1,632.00	\$1,773.60
Middle School Head Coach	64%	\$1,235.84	\$1,305.60	\$1,418.88
Middle School Assistant Coach	46%	\$888.26	\$938.40	\$1,019.82
Vacation BB - Coaching Per Day (WIAA Regs) (maximum of four (4) days per season)		\$20.00	\$20.00	\$20.00

WRESTLING

Varsity Head Coach	108%	\$2,085.48	\$2,203.20	\$2,394.36
Varsity Assistant Coach	83%	\$1,602.73	\$1,693.20	\$1,840.11
Assistant Coach	74%	\$1,428.94	\$1,509.60	\$1,640.58
Middle School Head Coach	64%	\$1,235.84	\$1,305.60	\$1,418.88
Middle School Assistant Coach	46%	\$888.26	\$938.40	\$1,019.82
Vacation WR - Coaching Per Day (WIAA Regs) (maximum of four (4) days per season)		\$20.00	\$20.00	\$20.00

TRACK - BOYS & GIRLS

		0-3 Years	4-7 Years	Over 7 Years
Varsity Head Coach	94%	\$1,815.14	\$1,917.60	\$2,083.98
Varsity Assistant Coach	82%	\$1,583.42	\$1,672.80	\$1,817.94
Middle School Head Coach	64%	\$1,235.84	\$1,305.60	\$1,418.88
Middle School Assistant Coach	46%	\$888.26	\$938.40	\$1,019.82
Post School Track - Coaching Per Day (WIAA Regs)		\$20.00	\$20.00	\$20.00

BASEBALL

Varsity Head Coach	94%	\$1,815.14	\$1,917.60	\$2,083.98
Varsity Assistant Coach	79%	\$1,525.49	\$1,611.60	\$1,751.43
Post School BB - Coaching Per Day (WIAA Regs)		\$20.00	\$20.00	\$20.00

GOLF

Varsity Head Coach	94%	\$1,815.14	\$1,917.60	\$2,083.98
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SOFTBALL

Varsity Head Coach	94%	\$1,815.14	\$1,917.60	\$2,083.98
Varsity Assistant Coach	79%	\$1,525.49	\$1,611.60	\$1,751.43
Post School SB - Coaching Per Day (WIAA Regs)		\$20.00	\$20.00	\$20.00

Annual Advisor	60%	\$1,158.60	\$1,224.00	\$1,330.20
Annual Assistant Advisor	30%	\$579.30	\$612.00	\$665.10
Athletic Director	100%	\$1,931.00	\$2,040.00	\$2,217.00
Band Instructor	46%	\$888.26	\$938.40	\$1,019.82
Cheerleading/Pom Pon Advisor - per season	22%	\$424.82	\$448.80	\$487.74
Chemical Hygiene Coordinator	32%	\$617.92	\$652.80	\$709.44
Chess Team Advisor *	24%	\$463.44	\$489.60	\$532.08
Drama Advisor	65%	\$1,255.15	\$1,326.00	\$1,441.05
Assistant Drama Advisor	46%	\$888.26	\$938.40	\$1,019.82
Fall Play Instrumental Director	24%	\$463.44	\$489.60	\$532.08
Fall Play Music Director	24%	\$463.44	\$489.60	\$532.08
FBLA Head Advisor	38%	\$733.78	\$775.20	\$842.46
FBLA Assistant Advisor	28%	\$540.68	\$571.20	\$620.76
FFA Advisor	38%	\$733.78	\$775.20	\$842.46
Assistant FFA Advisor	28%	\$540.68	\$571.20	\$620.76
FCCLA Advisor	32%	\$617.92	\$652.80	\$709.44
Foreign Language Advisor	32%	\$617.92	\$652.80	\$709.44
Forensics Advisor	55%	\$1,062.05	\$1,122.00	\$1,219.35
Forensics Assistant Advisor	24%	\$463.44	\$489.60	\$532.08
Madrigal Director	25%	\$482.75	\$510.00	\$554.25
Math Team Advisor *	24%	\$463.44	\$489.60	\$532.08
Newspaper Advisor	90%	\$1,737.90	\$1,836.00	\$1,995.30
NHS Advisor - HS	24%	\$463.44	\$489.60	\$532.08
NHS Advisor - MS	12%	\$231.72	\$244.80	\$266.04

Prom Head		\$250.00	\$250.00	\$250.00
Skills USA Advisor	32%	\$617.92	\$652.80	\$709.44
Skills USA Ass't	28%	\$540.68	\$571.20	\$620.76
Special Olympics - Head Coach (3 seasons)	30%	\$579.30	\$612.00	\$665.10
Special Olympics - Ass't Coach (3 seasons)	20%	\$386.20	\$408.00	\$443.40
Steering Committee - Elementary, MS, HS	24%	\$463.44	\$489.60	\$532.08
Student Advisor - Academic Competition *	24%	\$463.44	\$489.60	\$532.08
Student Senate Advisor - HS	40%	\$772.40	\$816.00	\$886.80
Student Senate Advisor - MS	12%	\$231.72	\$244.80	\$266.04
Swing Choir Advisor	24%	\$463.44	\$489.60	\$532.08
Synchronized Swim Head	45%	\$868.95	\$918.00	\$997.65
Synchronized Swim Assistant	20%	\$386.20	\$408.00	\$443.40
Teacher Mentors	25%	\$482.75	\$510.00	\$554.25
Wellness Coordinator	32%	\$617.92	\$652.80	\$709.44

* Interscholastic Competition

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

Teacher Substitute Pay Schedule

CATEGORY	WAGE
Short-Term Per Diem Substitute	\$90/Day
Long-Term Per Diem Substitute (If employee works more than ten (10) days in the same position, then the long-term rate applies beginning with the first day, unless the nature of the assignment such long-term is known in advance, in which such case payment will begin on first day.)	\$156.30/Day
Homebound or Alternative Site Instruction	\$12.50/Hour
Voluntary Assignment During Lunch Period	\$15/Hour

Colby School District

Support Staff Substitute Pay Schedule

CATEGORY	HOURLY RATE
Custodian	\$8.95
Food Service – Computer/Server	\$7.25
Food Service – Cook	\$8.10
Instructional Aides	\$8.10
Media Aides	\$8.20
Secretaries	\$8.20

EDUCATIONAL PHILOSOPHY

The Board of Education of the School District of Colby recognizes the importance of accepting the individual into the system as he/she is, and providing him/her with a stimulating environment and learning experience designed to promote the purposes set forth in the following philosophy.

MISSION STATEMENT

The mission of the School District of Colby is **LEARNING for ALL. L*E*A*R*N*I*N*G** so that students:

- ~~Develop Literacy and communication skills for lifelong personal growth.~~
- ~~Express care for the community as productive local, state, national and world citizens.~~
- ~~Actively collaborate with others toward common goals.~~
- ~~Realize the joy and power of creative expression.~~
- ~~Nurture tolerance and appreciation of diversity in being fair-minded toward other persons and cultures.~~
- ~~Exhibit Integrity in all personal and interpersonal decisions.~~
- ~~Synthesize New knowledge and data and utilize technologies for effective problem-solving.~~
- ~~Generate personal commitment for service to ideals and other people.~~

PHILOSOPHY OF SCHOOL DISTRICT OF COLBY

The purposes of education in the Colby Public Schools are four-fold. They are best defined as self-realization, human relationship, economic efficiency and civic responsibility.

For self-realization, the school must provide the student with opportunities and learning experiences compatible with his respective abilities. The educational program should be broad and general for all youth, but still maintain a diversity of quality and balance that lends to individual differences. Effort should be made to develop the student, not only in the so-called formal instructional fields, but also in the areas of aesthetic values such as literature, music, and art. In addition, the student should be provided with opportunity to ascertain his own strengths and weaknesses, capacities and limitations in terms of his own environment and should be exposed to the joys of achieving goals that he and society find desirable.

Social growth and human relationship in the student must be fostered and guided. The student must identify his position in the home, church, and society in general. It is desirable that he know the satisfaction of joining in a variety of interests and activities with others and recognize that his own development and welfare is, in part, the product of the influence of others.

It is the purpose of the school to educate the student as a wise consumer of goods and services. Economic efficiency as a potential producer should also be stressed. The wise selection of a chosen field of work is to be encouraged. Emphasis should be placed on securing a desirable balance between the individual's needs and his wants.

Instruction in civic responsibility is to be offered. The individual must recognize and observe laws as necessary for personal and group relations. Citizenship and the responsibilities of a citizen to his government should be incorporated into the curriculum as well as educational experiences that encourage the individual's desire to become a useful member of society.

It is recognized that the function of education is not restricted to the school. Cooperation from the home, church, and society is necessary for a sound foundation for useful and happy living in a society. The school

should be responsive to the demands of the citizens of the community. The educational program should be elastic enough to be sensitive to the will of the people.

The school recognizes the needs of youth as defined by the Education Policies Commission of the National Education Association. These needs are met to the best of the school's ability and are listed as follows:

IMPERATIVE NEEDS OF YOUTH

All youth need to develop salable skills and those understandings and attitudes that make the worker an intelligent and productive participant in economic life. To this end, most youth need supervised work experience as well as education in the skills and knowledge of their occupations.

All youth need to understand the rights and duties of the citizen of a democratic society, and to be diligent and competent in the performance of their obligations as members of the community and citizens of the state and nation.

All youth need to understand the significance of the family for the individual and society and the conditions conducive to successful family life.

All youth need to understand the methods of science, the influence of science on human life, and the main scientific facts concerning the nature of the world and of man.

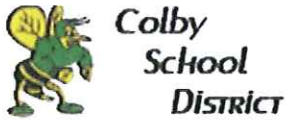
All youth need opportunities to develop their capacities to appreciate beauty in literature, art, music, and nature.

All youth need to be able to use their leisure time well and to budget it wisely, balancing activities that yield satisfactions to the individual with those that are socially useful.

All youth need to develop respect for other persons, to grow in their insight into ethical values and principles, and to be able to live and work cooperatively with others.

All youth need to grow in ability to think rationally, to express their thoughts clearly, and to read and listen with understanding.

LEGAL REFERENCE: Wisconsin Stats. 118.01, 118.13, 118.30(1g), 121.02(1)



Kolden, Steven <skolden@colby.k12.wi.us>

RTTT MOU

1 message

Michael Haynes <mhaynes@cesa10.k12.wi.us>

Thu, Sep 13, 2012 at 11:17 AM

To: Bill Perry <perrybil@augusta.k12.wi.us>, Bill Pfalzgraf <billpfalzgraf@flambeau.k12.wi.us>, Bob Houts <bhouts@owen-withee.k12.wi.us>, Bob Lecheler <BLEcheler@ladysmith.k12.wi.us>, Bryce Deroos <bderoos@stanleyboyd.k12.wi.us>, Cale Jackson <calejackson@loyal.k12.wi.us>, Candy Lund <clund@cesa10.k12.wi.us>, Charles Buckel <buckelc@granton.k12.wi.us>, Charlie Schneider <charlie@cesa10.k12.wi.us>, Cheryl Gullicksrud <cgullicksrud@mondovi.k12.wi.us>, Connie Biedron <cbiedron@altoona.k12.wi.us>, Connie Gasior <cgasior@flambeau.k12.wi.us>, Connie Wislinsky <cwislinsky@cesa10.k12.wi.us>, Craig Semingson <semingsc@essschools.k12.wi.us>, Dana Sommerfled <sommerdm@chipfalls.k12.wi.us>, Dennis Geissler <dgeissler@ofsd.k12.wi.us>, Georgia Kraus <gkraus@gilman.k12.wi.us>, Glen Denk <gdenk@ghs.k12.wi.us>, Jennifer Vogler <jevogler@greenwood.k12.wi.us>, Jim Jones <jjones@stanleyboyd.k12.wi.us>, Montgomery Jim <montgomery@thorp.k12.wi.us>, Joe Sanfelippo <joesanfelippo@fallcreek.k12.wi.us>, Joe Zydowsky <zydowskyj@cadott.k12.wi.us>, John Gaier <jgaier@neillsville.k12.wi.us>, Joni Weinert <jweinert@bruce.k12.wi.us>, Kerrie Ackerson <kackerson@cesa10.k12.wi.us>, Kurt Lindau <KLindau@ladysmith.k12.wi.us>, Laura Lundy <lundyla@medford.k12.wi.us>, Laura Schlichting <LSchlic@stanleyboyd.k12.wi.us>, Marioi Friedel <mfriedel@ladysmith.k12.wi.us>, Mark Heyerdahl <mheyerdahl@gilman.k12.wi.us>, "Mary Randall (mary.randall@bloomer.k12.wi.us)" <mary.randall@bloomer.k12.wi.us>, Michael Haynes <mhaynes@cesa10.k12.wi.us>, Endreas Mike <mendreas@spencer.k12.wi.us>, Nancy Forseth <forseth@cesa10.k12.wi.us>, Patrick Sullilvan <sullipa@medford.k12.wi.us>, "Paul Schley (pmschley@cornell.k12.wi.us)" <pmschley@cornell.k12.wi.us>, Randy Bowe <rbowe@cesa10.k12.wi.us>, Reed Welsh <rwelsh@abbotsford.k12.wi.us>, Roger Tlusty <Tlustyrh@uwec.edu>, Ross Wilson <wilson@cesa10.k12.wi.us>, Steve Kolden <skolden@colby.k12.wi.us>, Tom Goulet <tgoulet@lakeholcombe.k12.wi.us>, Tom Hughes <hughestr@chipfalls.k12.wi.us>, Vickie Waters <vwaters@cesa10.k12.wi.us>

District Participants and Designees:

Attached are documents pertaining to the **Memorandum of Understanding**. Please note that Exhibits A and B are drafts and will be finalized shortly. The Memorandum and attorney letter are the most critical at this time as you prepare to share this with your Board and union leadership.

Another note on Exhibit B – **Our intention is to discuss and then finalize the activities listed under component levels 2 and 3 tomorrow**. In advance of the meeting, please consider whether there are additional new or "scale up" activities/initiatives that you believe support the RTTT objectives, however have not yet had the resources to pursue. The draft of this Exhibit also includes a note pertaining to the "required" activities vs. those that are "optional."

I recognize that we have sent a lot of information and asked for a lot of time over the last couple days. Our goal is that tomorrow's discussion and the information you are providing will enable us to significantly reduce the time needed by the full group beyond tomorrow. **On that note, and in lieu of needing all the full group time previously noted, if you have a staff member/leader capable of providing a few days in the weeks ahead to assist as we manage the data needed for the application, please let me know.**

Please let me know if you have any questions.

Thanks!

Mike




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5 attachments

 **9 12 12 Revision MOU.pdf**
36K

 **Attorney Letter of Support.pdf**
67K

 **Exhibit A Draft .pdf**
25K

 **Exhibit B Draft.pdf**
22K

 **MOU Cover Letter.pdf**
25K

September 13, 2012

To: Race to the Top Participating Districts

From: Mike Haynes, CESA 10 Agency Administrator

Re: Race to the Top Memorandum of Understanding

Participants:

Attached are the following documents:

1. Memorandum of Understanding (includes primary signature page for Superintendents, Boards and Union Leadership)
2. Exhibit A: Consortium Members*
3. Exhibit B: LEA Level and Scope of Participation*
4. Attorney Letter of Support

Exhibits A and B are drafts that will be revised over the next few weeks based on district decisions regarding participation. Final versions of Exhibits A and B will be forwarded to Superintendents shortly. These documents should accompany the Memorandum of Understanding with signatures by the Superintendent or District Administrator, Board of Education and Union Leadership. These should be returned to CESA 10 no later than October 11th.

It is recommended that each of the documents enclosed be shared with your Board and Union Leadership; however note that the final versions of Exhibits A and B (the latter including the Superintendent/District Administrator's signature) may not be available at the time your Board of Education meets to approve the Memorandum.

The Memorandum has been reviewed by our attorneys at Weld, Riley, Prenn & Ricci. We are hopeful that the enclosed letter is helpful as you consider approval; however, please do not hesitate asking your district counsel to review the document as well.

Please also note that, should the consortia's application be approved, it is likely additional revisions may be necessary.

If you have any questions, please let me know. I can be reached at 715-720-2079 or mhaynes@cesa10.k12.wi.us.

Mike

EXHIBIT A: Consortium Members

Lead LEA:

Cooperative Educational Service Agency 10 (CESA 10)

Member LEAs:

- Abbotsford School District
- Altoona School District
- Augusta School District
- Bloomer School District
- Bruce School District
- Cadott School District
- Chippewa Falls School District
- Colby School District
- Cornell School District
- Eleva-Strum School District
- Fall Creek School District
- Flambeau School District
- Gilman School District
- Gilmanton School District
- Granton School District
- Greenwood School District
- Ladysmith School District
- Lake Holcombe School District
- Loyal School District
- Medford School District
- Mondovi School District
- Neillsville School District
- Osseo-Fairchild School District
- Owen-Withee School District
- Spencer School District
- Stanley-Boyd School District
- Thorp School District

DRAFT

MEMORANDUM OF UNDERSTANDING

For

Race to the Top - District Grant

Cooperative Educational Service Agency 10:

BLUEPRINT FOR RURAL REFORM & INNOVATION:

Creating Sustainable, Rigorous, and Engaging Personalized Learning Environments

I. Parties

This Memorandum of Understanding (“MOU”) is made and effective as of this _____ day of _____ (month/year), by and between the _____ (“LEA”) and all other member LEAs of the Blueprint for Rural Reform & Innovation (“Consortium”) that have also executed this MOU.

LEA has elected to participate in the Consortium as (check one):

_____ Lead LEA
_____ Member LEA

II. Scope of MOU

This MOU constitutes an understanding between the Consortium member LEAs (listed in Exhibit A) to participate in the Consortium. This document describes the purpose and goals of the Consortium, explains its organizational and governance structure, and defines the terms and responsibilities of participation in the Consortium. Exhibit B, the LEA Level and Scope of Participation, indicates the portions of the Consortium’s proposed reform plans the signatory LEA is agreeing to implement.

III. Binding Commitments and Assurances

To support these goals, each LEA that signs this MOU assures, certifies, and represents that the signatory LEA (*Because the lead LEA does not directly employ and supervise teachers, principals or superintendents to whom students are assigned (as defined in the Notice Inviting Applications for the Race to the Top - District Competition, 77 Fed. Reg. 159 [August 16, 2012]), assurances c, d, e, and f under Section III Binding Commitments and Assurances of the MOU, are not applicable for the lead LEA.*):

- a. Has all requisite power and authority to execute this MOU;
- b. Is familiar with all the contents of the Consortium application;
- c. At a minimum, will implement no later than the 2014-15 school year—
 - i. a teacher evaluation system (as defined the NIA)
 - ii. a principal evaluation system (as defined in the NIA); and
 - iii. a superintendent evaluation (as defined in the NIA);

- d. Is committed to preparing students for college or career, as demonstrated by being located in a State that has adopted college- and career- ready standards;
- e. Has a robust data system that has, at a minimum, —
 - i. An individual teacher identifier with a teacher-student match; and
 - ii. The capability to provide timely data back to educators and their supervisors on student growth;
- f. Has the capability to receive or match student-level preschool-through-grade-12 and higher education data;
- g. Ensures that any disclosure of or access to personally identifiable information in students' education records complies with the Family Educational Rights and Privacy Act (FERPA);
- h. Will comply with all of the terms of the Grant, and all applicable Federal, State, and local laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 86, 97, 98 and 99) and 2 CFR part 3485;
- i. Will indemnify, defend and hold all other participating LEAs harmless from any claim, demand, liability, loss, cost or expense (including reasonable attorney's fees) made against or incurred by the participating LEAs as a result of or in connection with the signatory LEA or its affiliates' and subsidiaries' (and their officers, employees and agents) misuse of grant funds, violation of the terms of the Grant, violation of the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 86, 97, 98 and 99) and 2 CFR part 3485, or any other violation of applicable Federal, State, and local law or regulation applicable to the Program;
- j. Meets all the eligibility requirements described in the application and notice;
- k. Will bind itself to and comply with all elements of the Consortium governance structure described in this MOU and the individual LEAs role in the structure as described in this MOU; and
- l. Will bind itself to every statement and assurance made in the Consortium's application, including but not limited to programs, plans, policies, strategies, and requirements that the Consortium plans to implement.

IV. Consortium Membership

- a. Each member LEA and the lead LEA will sign on to only one application for a Race to the Top – District grant.
- b. Each LEA in the Consortium is legally responsible for:
 - i. Carrying out the activities it has agreed to perform; and
 - ii. Using the funds that it receives under the MOU in accordance with the Federal requirements that apply to the Race to the Top – District grant.
- c. Each LEA in the Consortium will support the activities of the Consortium as follows:
 - i. Participate in all activities and projects that the Consortium approves in support of the Consortium's application;
 - ii. Participate in the management of all those activities and projects;
 - iii. Provide that the superintendent or designee will participate in all scheduled meetings of the Board.

- d. Unique activities and roles that each LEA will perform for the Consortium are defined under section VI (Consortium Governance) below.

V. Lead LEA

- a. The lead LEA will serve as the “Applicant” LEA for purposes of the grant application, applying as the member of the Consortium on behalf of the Consortium, pursuant to the Application Requirements of the Notice and 34 C.F.R. 75.127-129.
- b. The lead LEA is legally responsible for:
 - i. The use of all grant funds;
 - ii. Ensuring that the project is carried out by the Consortium in accordance with Federal requirements; and
 - iii. Ensuring that the indirect cost funds are determined as required under 34 C.F.R. 75.564(e).
- c. The lead LEA will act as the fiscal agent on behalf of the Consortium.
- d. The LEA acting as fiscal agent will comply with Wisconsin statutes regarding procurement, accounting practices, and all other relevant areas of law, including but not limited to 16.70-16.78, Wis. Stats. and ADM 5-11 and 50, Wisconsin Administrative Code, define purchasing and competitive bidding policies.
- e. In assisting member LEAs in implementing their tasks and activities described in the Race to the Top application, the lead LEA will:
 - i. Work collaboratively with, and support the member LEA in carrying out the LEA Plan as identified in Exhibit B of this agreement;
 - ii. Timely distribute/reimburse the LEAs portion of Race to the Top grant funds during the course of the project period in accordance with the LEA Plan identified in Exhibit B, and the future Scope of Work;
 - iii. Provide feedback on the LEAs status updates, annual reports, any interim reports, project plans and products; and
 - iv. Identify sources of technical assistance for the project.

VI. Consortium Governance:

- a. The organizational structure of the Consortium is as follows:
 - i. Participating LEAs fulfill the role of Lead LEA or Member LEA;
 - ii. Lead or Member LEAs can, as illustrated in Exhibit B, be further designated as a “Foundational Builder,” “Structural Leader” and/or “Innovational Engineer” in each of the indicated project areas.
- b. For each differentiated role, the associated rights and responsibilities (including rights and responsibilities related for adopting and implementing the Consortium’s proposal for a grant) are:
 - i. The lead and member LEAs will be jointly and summarily responsible for adopting and implementing the Consortium’s proposal for the grant;
 - ii. All member LEAs will be responsible for implementing the “Foundational Activities” identified in Exhibit B;

- iii. “Structural Leader” LEAs in each project area will provide leadership and facilitation in concert with the lead LEA on indicated project areas as outlined in Exhibit B;
 - iv. Supported by the lead LEA, “Innovational Engineer” LEAs will lead innovative projects indicated in Exhibit B.
- c. The Consortium’s method and process for making decisions is as follows:
- i. The lead and member LEAs will meet—at a minimum—one time per month throughout the duration of the project, which is anticipated to be through the duration of the grant. The purpose of these meetings will be to discuss progress toward the scope of work.
 - ii. The Consortium will be represented by the Superintendent or designee by of each participating LEA. Each Superintendent will be allowed to name one designee who will be able to represent the district in the event of the Superintendent’s absence, or permanently at the request of the Superintendent. The named designee, once identified by the Superintendent in writing to the lead LEA, shall assume and maintain all rights and responsibilities of the Superintendent for the purposes of Consortium decision-making.
 - iii. The Consortium will be responsible for making both policy and operational decisions affecting the Consortium in a collaborative fashion among all participants present at the time of the decision by majority vote.
 - iv. Decisions regarding matters involving policies and procedures pertaining to grant criteria, enforcement of sanctions for non-performance or non-compliance will be deferred to the Grant Coordinator for consultation with the US Department of Education Grant Manager or other assigned liaison.
- d. The protocols by which the Consortium will operate, including the protocols for member LEAs to change roles or leave the Consortium are as follows:
- i. The lead LEA is committed to the project for the full period of the grant.
 - ii. Consortium members are committed to the full participation they agreed to at the time of MOU signing as outlined in the Appendix B, and as outlined in the grant proposal and the future Scope of Work, expected to begin January 1, 2013 and end December 31, 2016.
 - iii. If a member LEA refuses to comply with the terms and conditions of the grant or this MOU, or if the lead LEA determines that a member LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements, the lead LEA will take appropriate enforcement action, which will include a collaborative process between the lead LEA and the member LEA, and may include temporarily withholding funds, or disallowing costs.
 - iv. After consultation with the US Department of Education the lead LEA may remove a non-participating member LEA for failure to satisfactorily resolve performance matters or not meeting expectations, timelines or failing to abide by any part of the MOU or Scope of Work.
 - v. Any decision to alter Consortium roles or membership will be made only after discussion with the lead LEA, input with the US Department of Education and after any fiscal impact to the Consortium is discussed with the full membership.
- e. The Consortium’s plan for managing funds received under this grant:

- i. The lead LEA is a Cooperative Educational Service Agency governed by Wis. Stat. ch. 116, and is under Wis. Stat. § 116.09 eligible for and may apply for any federal grant on behalf of school districts served by the agency.
 - ii. Under Wis. Stat. § 120.13 (6), each member LEA is eligible to apply for, receive, and expend moneys made available to it by any act of congress for educational programs.
 - iii. The lead LEA will serve as the fiscal agent through the duration of the grant period.
 - iv. All funds received will be managed in accordance with generally accepted accounting principles, and said management will conform to recommendations of and by the lead LEAs auditors with the highest degree of transparency as possible.
- f. The Consortium's procurement process, and evidence of each member LEAs commitment to that process is as follows:
- i. The lead LEA maintains a Business Services Department and will add staff as needed in order to manage funds received under this grant for the duration of the grant, including procurement.
 - ii. Procurement will be centralized under the lead LEA to ensure that it is in concert with state and federal laws and any additional grant requirements.

VII. Modification

This MOU may be amended only by written agreement signed by each of the parties involved, and in consultation with the US Department of Education.

VIII. Duration/Termination

This MOU shall be effective, beginning with the date of the last signature hereon, and if the grant is received, ending upon the expiration of the grant project period, or upon mutual agreement of the parties, whichever occurs first.

IX. Points of Contact

Communications with the LEA regarding this MOU should be directed to:

Name:	
Mailing Address:	
Telephone:	
Fax:	
E-mail	

X. Signatures

The LEA hereby joins the Consortium as a lead / member (circle one), and agrees to be bound by all the assurances and commitments associated with lead / member (circle one) classification. Further, the LEA agrees to perform the duties and carry out the responsibilities associated with the lead / member (circle one) membership classification as described in this MOU.

LEA Superintendent (or equivalent authorized signatory) - required:

Signature/Date

Print Name/Title

LEA President of Local School Board (or equivalent) - required:

Signature/Date

Print Name/Title

Local Teachers' Union Leader (if applicable):

Signature/Date

Print Name/Title



Attorneys At Law

Joel L. Aberg*
John Robert Behling
Mindy K. Dale
Richard D. Duplessie
Christine A. Gimber
Thomas J. Graham, Jr.
Cindy L. Hangartner
Anders B. Helquist
Nicholas J. Hennemann
Benjamin R. Jones
Melissa A. Kirschner*
Emily M. Long
Paul B. Mills
William S. Milne
Thomas J. Misfeldt
Fred L. Morris^
Michael F. O'Brien
Thomas B. Rusboldt
Victoria L. Seltun*
Ryan J. Steffes
Daneille M. Strong
William H. Thedinga
William G. Thiel
Andrea M. Voelker
Dustin F. Von Ruden*

James M. Ward
Paul H. Weinke
Stephen L. Weld
William J. Westerlund
G. Richard White
MaiVae K. Xiong

Of Counsel:
G. Scott Nicastro
Kathryn J. Prenn
Thomas J. Szama

Emeritus:
Geo. Michael Carroll

Richard J. Ricci, 1942-2011
Stevens L. Riley, 1932-2000

Weld, Riley,
Prenn & Ricci, S.C.

A Wisconsin Limited
Liability Entity

3624 Oakwood Hills Pkwy.
P.O. Box 1030
Eau Claire, WI 54702-1030
715-839-7786
FAX 715-839-8609

Offices in:
Black River Falls: 715-284-9421
Menomonie: 715-235-4216

www.wrpr.com

*Also licensed to practice
in Minnesota
^Also licensed to practice
in Iowa

September 13, 2012

Mike Haynes, Administrator
Cooperative Educational Service Agency 10
725 West Park Avenue
Chippewa Falls, WI 54729

RE: Consortium Memorandum of Understanding

Dear Mr. Haynes:

We have reviewed the Memorandum of Understanding for the consortium Race to the Top - District Grant application. The MOU is acceptable under applicable Federal and Wisconsin law, and fulfills the requirements set forth in the *Notice Inviting Applications for the Race to the Top - District Competition*, 77 Fed. Reg. 159 (August 16, 2012).

If you have any further questions or concerns, please feel free to contact us.

Very truly yours,

WELD, RILEY, PRENN & RICCI, S.C.

Benjamin R. Jones

Stephen L. Weld

cc: CESA 10 School Districts

BRJ/sll

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