

**EVANSVILLE COMMUNITY SCHOOL DISTRICT**

**Board of Education Regular Meeting Agenda**

**Wednesday, May 27, 2015**

**5:00 p.m.**

**District Board and Training Center  
340 Fair Street (Door 36)**

*Note, public notice of this meeting given by posting at the District Office, Levi Leonard Elementary School Office, Theodore Robinson Intermediate School Office, J.C. McKenna Middle School Office, High School Office, Evansville School District Web Site: [www.evansville.k12.wi.us](http://www.evansville.k12.wi.us), and by forwarding the agenda to the Evansville Review, Union Bank & Trust and Eager Free Public Library.*

- I. Roll Call: Kathi Swanson                  Sandra Spanton Nelson                  Mason Braunschweig  
                         Eric Busse                                  Melissa Hammann  
                         John Rasmussen                          Amanda Koenecke
  
- II. Approve Agenda.
  
- III. Information & Discussion:
  - A. Presentation of Content Area Literacy Samples by JC McKenna Staff.
  - B. Discussion of Middle and High School Choir Positions.
  
- IV. Budget Finance – Chair, Braunschweig:
  - A. Discussion Items:
    - 1. Membership Audit.
    - 2. Dane County New Teacher Project Shared Services Contract.
    - 3. 2015-2016 CESA2 Contract.
    - 4. Continuous System Improvement (CSI) Plan Update.
    - 5. 4K Update.
    - 6. Employee Compensation Committees Update.
    - 7. Insurance Committee Update.
  - B. Develop Budget Finance Agenda Items for June 24 Meeting.
  
- V. Business (Action Item):
  - A. Approval of Staff Changes: Support Staff Retirement and Hiring of Support Staff, a Cleaner and Educational Assistant.
  
- VI. Consent Agenda:
  - A. Approval of 2015-2016 Textbook Adoption.
  - B. Approval of Dane County New Teacher Project Shared Services Contract.
  - C. Approval of May 13, 2015, Minutes.
  - D. Approval of Policies: #322-Student School Day; #525-Staff Solicitations; #545-Support Staff Assignments and Transfers; #546.1-Resignation of Support Staff; #546.2-Retirement of Support Staff; #546.4-Reduction in Support Staff Workforce; #547-Staff Development Opportunities for Support Staff, and Appendix A, Employee Handbook Proposed Change Form.

- E. Approval of Employee Handbook Suggested Changes: #1-All Employees-pg. 9, Section 1, 1.01, B. Disclaimer and pg. 86, Employee Acknowledgment; #6-All Employees-pg. 36, Section 13.00, 13.02, Unpaid Leave of Absence, Other Than Medical Reasons; #7-All Employees-pg. 30, Section 8, 8.05, Sick Leave Bank; #8-Certified-pg. 43, Section 2, 2.02, Lane Advancement; #10-Certified-pg. 57, Section 8, C. 3. B, Retirement System Contributions; #11-Certified-pg. 57, Section 8, C. 4, Retirement System Contributions, and Part 3, Support Staff, pg. 74, Section 11, D, Retirement System Contributions; and #20-Support, pg. 70, Section 9, 9.01, C, Sick Days and pg. 73, Section 11, 11.02, A, Retirement Benefits.
  
- VII. Open Enrollment – Chair, Hammann:
  - A. Approval of October 27, 2014, Minutes.
  - B. Presentation of Open Enrollment Trends.
  - C. Review and Approve Schedule of Committee Updates.
  - D. Determine Future Meeting Schedule.
  
- VIII. Policies – Chair, Hammann:
  - A. First Reading of Policies:
    - 1. #152-Employee Handbook.
    - 2. #529.1-Family & Medical Leave.
    - 3. #671.2-Reimbursement of Expenses.
    - 4. #671.2 Form-Reimbursement of Expenses.
    - 5. #683-Asset Management.
    - 6. #841-Public Gifts to the Schools (Bequests and Gifts).
  - B. Policy Review Pilot Process.
  
- IX. Board Development – Chair, Swanson:
  - A. Board Goals.
  - B. Board Group Agreement.
  - C. Develop Board Development Agenda for June 24 Regular Meeting.
  
- X. Future Agenda – Chair, Swanson:
  - A. Develop June 10, 2015, Regular Board Meeting Agenda.
  
- XI. Adjourn.

This notice may be supplemented with additions to the agenda that come to the attention of the Board prior to the meeting. A final agenda will be posted and provided to the media no later than 24 hours prior to the meeting or no later than 2 hours prior to the meeting in the event of an emergency.

Upon reasonable notice, effort will be made to accommodate the needs of people with disabilities through appropriate aids and services. For additional information or to request this service, contact the District Office at 340 Fair Street, 882-3387 or 882-3386.

Posted:

EVANSVILLE COMMUNITY SCHOOL DISTRICT

Board of Education Regular Meeting Agenda/Briefs

Wednesday, May 27, 2015

5:00 p.m. NOTE THE TIME OF THE MEETING

District Board and Training Center  
340 Fair Street (Door 36)

- I. **Roll Call:** Kathi Swanson      Sandra Spanton Nelson      Mason Braunschweig  
Eric Busse                      Melissa Hammann  
John Rasmussen              Amanda Koenecke

II. **Approve Agenda.**

**Suggested Motion:** I move we approve the agenda as presented (OR ADD – after moving item(s) \_\_\_\_\_).

III. **Information & Discussion:**

- A. Presentation of Content Area Literacy Samples by JC McKenna Staff – *JC McKenna Middle School Principal, Mr. Knott, has enclosed information. Staff will be presenting.*
- B. Discussion of Middle and High School Choir Positions – *The Administrative Team is looking for direction and consensus on how to move forward.*

IV. **Budget Finance – Chair, Braunschweig:**

A. Discussion Items:

1. Membership Audit – *Business Manager, Ms. Treuden, has enclosed a copy of the audit. If you have any questions, please contact her, as she will not be at the meeting.*
2. Dane County New Teacher Project Shared Services Contract – *Interim Co-Director of Instruction, Ms. Murphy, has enclosed information. Asking that you approve this contract later in the meeting.*
3. 2015-2016 CESA2 Contract – *Enclosed is the CESA2 contract. Administrators have signed off. You will approve this at the June 10<sup>th</sup> meeting.*
4. Continuous System Improvement (CSI) Plan Update – *The sub-committee's are continuing to meet and their next meeting is:*
  - Teaching and Learning – *TBD (after Literacy Audit)*
  - Workforce Engagement and Development – *TBD*
  - Communication and Community Engagement – *June 1*

- Technology – June 1
- Climate and Culture – Next School Year
- Facilities and Operations – June 23

5. 4K Update – Levi Leonard Elementary School Principal, Ms. Dobbs, has enclosed a memo.
6. Employee Compensation Committees Update – The Teachers Committee minutes of April 6 and April 27 are enclosed. They continue to meet monthly. The Support Staff Committee has not met since March, and are waiting for Board approval on a model, which will come forward at the same time as the Teachers model.
7. Insurance Committee Update – The Committee is done meeting until about October. The Insurance Wellness Committee has enclosed information on their involvement in the District.

B. Develop Budget Finance Agenda Items for June 24 Meeting.

V. **Business (Action Item):**

A. Approval of Staff Changes: Support Staff Retirement and Hiring of Support Staff, a Cleaner and Educational Assistant – Please approve the following:

1. Retirement of Sharon Magee, educational assistant. She is retiring at the end of the 2014-2015 school year, after 20 years in the District.

**Suggested Motion:** I move we accept the retirement of Sharon Magee, effective at the end of the 2014-2015 school year and thank her for her 20 years of service to the District.

2. Hiring of Rebecca Elmer, part-time cleaner at Levi Leonard. Rebecca is from Albany with good recommendations from her former employer. She is replacing Shawn Simmons. She will be working 5 hours/day and paid \$12.79/hour.
3. Hiring of Kristin Howlett, part-time educational assistant. Kristin currently works part-time, so now will become full-time. This position was Jo-Al Cufaude's. Kristin will be paid \$12.04/hour.

**Suggested Motion:** I move we approve the hiring of Rebecca Elmer, part-time cleaner, at \$12.79/hour and Kristin Howlett, part-time educational assistant, at \$12.04/hour.

**VI. Consent Agenda:**

- A. Approval of 2015-2016 Textbook Adoption – *Only change from the last meeting, reduction in shipping costs, down to \$780 (a savings of \$259.76), for a total of \$13,776.82 for the textbook request.*
- B. Approval of Dane County New Teacher Project Shared Services Contract – *Information in packet earlier in meeting.*
- C. Approval of May 13, 2015, Minutes – *Enclosed.*
- D. Approval of Policies: #322-Student School Day; #525-Staff Solicitations; #545-Support Staff Assignments and Transfers; #546.1-Resignation of Support Staff; #546.2-Retirement of Support Staff; #546.4-Reduction in Support Staff Workforce; #547-Staff Development Opportunities for Support Staff, and Appendix A, Employee Handbook Proposed Change Form – *Enclosed with no changes since the last meeting.*
- E. Approval of Employee Handbook Suggested Changes: #1-All Employees-pg. 9, Section 1, 1.01, B. Disclaimer and pg. 86, Employee Acknowledgment; #6-All Employees-pg. 36, Section 13.00, 13.02, Unpaid Leave of Absence, Other Than Medical Reasons; #7-All Employees-pg. 30, Section 8, 8.05, Sick Leave Bank; #8-Certified-pg. 43, Section 2, 2.02, Lane Advancement; #10-Certified-pg. 57, Section 8, C. 3. B, Retirement System Contributions; #11-Certified-pg. 57, Section 8, C. 4, Retirement System Contributions, and Part 3, Support Staff, pg. 74, Section 11, D, Retirement System Contributions; and #20-Support, pg. 70, Section 9, 9.01, C, Sick Days and pg. 73, Section 11, 11.02, A, Retirement Benefits – *Enclosed with no changes since the last meeting.*

**Suggested Motion:** I move we approve the consent agenda items: 2015-16 Textbook Adoption; Dane County New Teacher Project Shared Services Contract; May 13, 2015, Minutes; Policies: #322-Student School Day; #525-Staff Solicitations; #545-Support Staff Assignments and Transfers; #546.1-Resignation of Support Staff; #546.2-Retirement of Support Staff; #546.4-Reduction in Support Staff Workforce; #547-Staff Development Opportunities for Support Staff, and Appendix A, Employee Handbook Proposed Change Form; and Employee Handbook Suggested Changes: #1-All Employees-pg. 9, Section 1, 1.01, B. Disclaimer and pg. 86, Employee Acknowledgment; #6-All Employees-pg. 36, Section 13.00, 13.02, Unpaid Leave of Absence, Other Than Medical Reasons; #7-All Employees-pg. 30, Section 8, 8.05, Sick Leave Bank; #8-Certified-pg. 43, Section 2, 2.02, Lane Advancement; #10-Certified-pg. 57, Section 8, C. 3. B, Retirement System Contributions; #11-Certified-pg. 57, Section 8, C. 4, Retirement System Contributions, and Part 3, Support Staff, pg. 74, Section 11, D, Retirement System Contributions; and #20-Support, pg. 70, Section 9, 9.01, C, Sick Days and pg. 73, Section 11, 11.02, A, Retirement Benefits, as presented.

**VII. Open Enrollment – Chair, Hammann:**

- A. Approval of October 27, 2014, Minutes – *As this Committee is now of the Whole Board, please approve the attached.*

**Suggested Motion: I move we approve the October 27, 2014, Open Enrollment minutes, as presented.**

- B. Presentation of Open Enrollment Trends – *Enclosed is a power point presentation from Ms. Hammann.*
- C. Review and Approve Schedule of Committee Updates – *Enclosed is information from Ms. Hammann. Looking for consensus.*
- D. Determine Future Meeting Schedule – *Ms. Hammann will lead discussion.*

**VIII. Policies – Chair, Hammann:**

- A. First Reading of Policies:
  - 1. #152-Employee Handbook.
  - 2. #529.1-Family & Medical Leave.
  - 3. #671.2-Reimbursement of Expenses.
  - 4. #671.2 Form-Reimbursement of Expenses.
  - 5. #683-Asset Management.
  - 6. #841-Public Gifts to the Schools (Bequests and Gifts).
- B. Policy Review Pilot Process – *Ms. Hammann will lead discussion. Looking for consensus.*

*Enclosed are the Policy Committee minutes of March 2, 2015, for your information.*

**IX. Board Development – Chair, Swanson:**

- A. Board Goals – *Enclosed are the proposed goals.*
- B. Board Group Agreement – *Enclosed is the Group/Meeting Agreement.*
- C. Develop Board Development Agenda for June 24 Regular Meeting.

**X. Future Agenda – Chair, Swanson:**

- A. Develop June 10, 2015, Regular Board Meeting Agenda – *Enclosed is a draft agenda.*

**XI. Adjourn.**

**Suggested Motion: I move we adjourn the meeting.**

DATE: May 15, 2015

TO: ECSD School Board

FROM: Jason Knott

RE: Literacy Presentation

Members of the JC McKenna Staff will be sharing content-area literacy strategies and student work samples from their classrooms. The middle school has made a concerted effort to focus on disciplinary literacy during our 2014-15 professional development opportunities, and these are just a few examples of the work being done.

### **School Board Literacy Presentation**

1. Jason - introduction
2. Leslie Ferrell - explain plan, process; Results (STAR); collaboration with 20 staff members; foundations
3. Katelyn Demrow – Vocabulary – word within a word; Lit Circles
4. Bruce Curtis – Vocabulary – foldables (flipped classroom); Reading Guide
5. Gretchen Kopf – Vocabulary – notecard folders; Providing Evidence (*Stand & Deliver*)
6. Meghan Proper – Vocabulary; Annotating Text
7. Cathy Kruckenberg – Argumentative Writing/Providing Evidence; Frontloading
8. Beth Oswald – Annotating Text; Close Reading; Providing Evidence; Argumentative Writing

# Evansville

*Community School District*

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## MEMORANDUM

To: Evansville Board of Education  
From: Doreen Treuden, Business Manager  
Re: 2014-2015 Membership Audit  
Date: May 20, 2015

Wisconsin public school districts are required to count pupils for membership purposes on the 3rd Friday in September and 2nd Friday in January and report the data to the Department of Public Instruction. The pupil count is very important because it is used in calculations that determine several sources of school funding. For this reason, public schools are required to conduct independent membership audits at least every three years. DPI publishes a list of schools districts each January that are required to have a membership audit done.

Attached is the membership audit report from Wegner CPAs. The audit resulted in the addition of one FTE student to the September 2014, and January 2015, pupil count. The adjustments to the count have been made through the DPI reporting portal. Please feel free to contact me if you have any questions.



**EVANSVILLE COMMUNITY SCHOOL DISTRICT**  
Evansville, Wisconsin

**INDEPENDENT ACCOUNTANT'S REPORT  
ON APPLYING AGREED UPON PROCEDURES**

2014-2015 Resident Pupil Membership Counts



# Wegner CPAs

## Independent Accountant's Report On Applying Agreed-Upon Procedures

### *Evansville Community School District* 2014-2015 Resident Pupil Membership Counts

*School Board*  
*Evansville Community School District*

We have performed the procedures enumerated below for Evansville Community School District "District," which were agreed upon to solely assist the Wisconsin Department of Public Instruction "DPI" in determining compliance of pupil count enrollments as reported on the September 19, 2014 and January 9, 2015 Resident Pupil Count Reports, and the District's summer school full-time pupil equivalency "FTE" reported on its Summer School Membership Report. District management is responsible for pupil enrollment requirements including reporting Resident Summer School Full Time Equivalency (FTE). This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The following table summarizes the procedures that have been completed: {Section numbers correspond to procedures included in State Aid Membership Audit Program}

Section	Procedure	Finding
1, 2, 3,4,5, 6	Obtain an understanding of the overall enrollment data collection system including the process used by the District to prepare attendance records and compile student counts.	Completed
7	Obtain a copy of the reconciliation between the September and January counts to additions and subtractions between the dates. Verify accuracy of reconciliation by tracing to supporting documentation.	Completed
8	Compare the district's September count to the prior year for reasonableness and make inquiries for significant or unexpected variances.	Completed
9	Verify Head Count reported by the district agrees to supporting documentation by attendance center. Test head count to ensure no student is counted twice. If district does not have supporting documentation a rebuilt count must be compiled and a finding disclosed by auditor.	No exceptions were found

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Section	Procedure	Finding
10, 11	Test District procedures for students absent on the count date to ensure proper inclusion or exclusion from the head count	No exceptions were found
12	Obtain and test lists of nonresident students included in the district's reported counts for accuracy. Obtain listing of nonresident students properly excluded from the head count and ensure they were properly excluded.	No exceptions were found
13	Obtain and test listing of resident students not eligible for inclusion (resident reductions) and document districts controls for identifying students.	No exceptions were found
14, 15	Obtain and test listing of resident students who receive educational services elsewhere (resident additions) but are included in district report. Reconcile any resident students attending outside the district under the Integration Transfer "Chapter 220" program with the final listing of participating district pupils provided by the Milwaukee School District.	One exception noted on Attachment 2
16	Verify that the pupils enrolled in the "Challenge Academy" located at Fort McCoy have been properly accounted for in the district count reports per DPI guidelines.	The District has no students enrolled in the Challenge Academy – No exceptions were found
17	Obtain written attestation from Special Education director that the preschool category includes only pupils who are at least 3 years old on the count date and have disabilities requiring special education services as provided in their IEP. Any 4 year old special education pupils should be included in the preschool category if no 4 year old kindergarten program is offered by the district.	Completed
18,19,20	If a district operates a 4 year old kindergarten program and provides Outreach activities, test the outreach activities for allowability and determine if total hours of instruction time and outreach activities as documented by supporting documentation equals the 437 or 524.5 hour programs. Pupils enrolled solely in Title 1 funded early childhood programs should not be included in district membership counts.	No exceptions were found
21	For district operated 5 year old kindergarten programs ensure that program was in effect for entire year and the length of full day program is equal to the length of the first grade day.	No exceptions were found
22-28	For the September count only, perform a test of selected attendance centers to ensure that the district's system used to compile the counts can be relied upon: Total district enrollment over 5,000: select half of all high school and middle school attendance centers and at least 3 elementary school attendance centers; Total district enrollment less than 5,000: select all high school and middle school attendance centers and at least 3 elementary school attendance centers. Testing at each attendance center includes a random sample of 30 pupils and all students who first attended after the start of the school year or any student who withdrew after the start of the school year. Any audit exceptions identified require an additional sample selection or alternative procedures	No exceptions were found as a result of applying the procedures

Section	Procedure	Finding
29	Audit adjustments, if any, are made by the school district on the DPI online reporting portal.	Attachments 1 and 3 are included as verification that any audit pupil adjustments have been made on the DPI reporting portal
30,31	Obtain an understanding of the district's process for compiling summer school information including obtaining the final summer school minutes reported to the DPI by printing out the certification page per the DPI reporting portal	The summer school FTE per the independent auditor and district are reflected on Attachment 4 of the Enrollment Audit Report.
32	Request from the district a copy of the Summer School membership report supporting worksheets (PI-1804-W) and test for accuracy to supporting school class schedules and compare to prior year for reasonableness.	Completed.
33, 34	Verify that resident FTE is mathematically correct and that total resident pupil minutes reported to DPI equals the total per PI-1804-W	Completed.
35	Discuss any variances with district personnel. Audit adjustments shall be made by district personnel in the pupil count online report.	Completed.
36	Test summer school fees charged for a sample of summer school classes to verify that the cost of personal use items by class are equal to or greater than the fee charged. A flat fee for all summer school courses should not be charged without district analyses of actual costs incurred equal or exceed fee charged.	Completed.

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the accompanying Enrollment Report. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the DPI and management of the District and is not intended to be and should not be used by anyone other than these specified parties. However, the Independent Attestation Report and the accompanying schedules are a matter of public record upon acceptance by the DPI. The DPI considers pupil names to be confidential under federal law, 20 USC 1232g (Family Education Rights and Privacy Act, FERPA) and its implementing regulations, 34 CFR 99.31 (a)(9). Any information with individual pupil names should not be released to the public. If you have questions, you may wish to consult with legal counsel.

*Wegner CPAs LLP*

Wegner CPAs

Madison, Wisconsin  
March 19, 2015

[Review Your Answers](#)**Evansville Community (1694)****FY 2014-2015 Pupil Count - September**

Auditor Changes Summary

FY 2014-2015 Pupil Count - September			
Category	As Reported by the District	Per Independent Accountant	Difference
Preschool Special Education	10	10	N/A
4 YK - 437 Hours	0	0	N/A
4 YK - 524.5 Hours	0	0	N/A
5 YK - Half Day	0	0	N/A
5 YK - 3 Full Days	0	0	N/A
5 YK - 4 Full Days	0	0	N/A
5 YK - 5 Full Days	126	126	N/A
5 YK - Blended	0	0	N/A
Grades 1 - 12	1,640	1,641	+1
<b>Total Count:</b>	<b>1,776</b>	<b>1,777</b>	<b>+1</b>

[Review Your Answers](#)**Evansville Community (1694)****FY 2014-2015 Pupil Count - January**

Auditor Changes Summary

FY 2014-2015 Pupil Count - January			
Category	As Reported by the District	Per Independent Accountant	Difference
Preschool Special Education	14	14	N/A
4 YK - 437 Hours	0	0	N/A
4 YK - 524.5 Hours	0	0	N/A
5 YK - Half Day	0	0	N/A
5 YK - 3 Full Days	0	0	N/A
5 YK - 4 Full Days	0	0	N/A
5 YK - 5 Full Days	127	127	N/A
5 YK - Blended	0	0	N/A
Grades 1 - 12	1,642	1,643	+1
<b>Total Count:</b>	<b>1,783</b>	<b>1,784</b>	<b>+1</b>

## MEMORANDUM

To: The Evansville Board of Education  
From: Alice A. Murphy, Interim Co-Director of Instruction  
Date: May 27, 2015  
Re: Dane County New Teacher Project Shared Service Contract

The Dane County New Teacher Project (DCNTP) is a consortium of school districts that was established in August 2002 in response to Wisconsin law PI-34. PI-34 provided for changes in teacher licensure, mentorship of new teachers, and requirements for hiring and training "highly qualified" staff.

The Evansville Community School District (ECSD) has been a DCNTP consortium member since 2009 and relies on DCNTP support to provide services to our initial educators in years 1 and 2 of teaching as well as our Teacher Mentors. DCNTP collaborates with the District in the development and improvement of our teacher induction program helping us to continually improve how we acculturate, support, and form the professional behaviors of initial educators as they begin teaching in our schools.

The DCNTP provides high quality, standards-based, professional development for educators who work with new teachers to help them improve their instructional practice. DCNTP workshops are developed to serve teacher mentors as well as school administrators at all levels. Evansville representatives attend a number of the following professional development and work group opportunities:

- District Council – serves as the steering committee for the DCNTP, connecting local practice with national updates from the New Teacher Center in Santa Cruz, CA
- Principal Breakfasts – facilitates the work of principals to connect their evaluation of new teachers with the work of teacher mentors in their district
- Induction Program Leader Coffee – support is provided to induction leaders of member districts to discuss issues related to the mentor program implementation, sustainability, and responsiveness to changes related to educator quality
- Mentor Refreshers – re-tooling for mentors already trained in foundational courses offered by the consortium
- Release Mentor Forums – networking and problem-solving opportunities for full time mentors of consortium member districts
- Beginning Teacher Standards-Based Seminars – address core issues that support new teacher induction such as communicating with parents, assessing student learning, PDP support, and meeting the needs of diverse learners

ECSD uses the services of the DCNTP to train all new mentors. Teacher mentors attend three foundational workshops:

- Instructional Mentoring: strategies and tools for mentoring initial educators
- Coaching and Observation: data collection and its use in providing constructive criticism to initial educators
- Analyzing Student Work: using classroom data to change instructional practices in the classroom

The DCNTP serves and supports new teacher induction practices in fourteen area school districts including: Belleville, Cambridge, Diocese of Madison, Edgerton, Evansville, Madison, Marshall, McFarland, Monona Grove, Mount Horeb, Stoughton, Sun Prairie, Verona, and Waunakee. Member districts pay a consortium fee based upon total student enrollment and receive a reduced rate for foundational workshops through the DCNTP. Mentors and administrative staff may attend the mentor and new teacher seminars/forums and other work groups at no cost. Member districts also have access to support from the Program Chair, Tom Howe, to work on site for specific needs.

The current ECSD teacher mentors are Tristan McKittrick, Dee Jay Redders, and Marcela Tyson. Teacher mentors work with year one and two initial educators in our District to provide frequent coaching support in the classroom, reflective practice through local meetings and DCNTP Beginning Teacher Standards-Based Seminars, and facilitate the development of the initial educator's first Professional Development Plan for license renewal. Our teacher mentors carry out this work in addition to being full-time classroom teachers. Teacher mentors work with the Director of Instruction to administer the program and provide for program changes based upon state and national influences on teacher professional practice.

In addition to providing foundational support for the District's induction program, DCNTP resources will again be used to support professional learning for the Educator Effectiveness Coach roles at each school.





# Dane County New Teacher Project



May 8, 2015

Dear Superintendents and Program Leaders,

On behalf of the Dane County New Teacher Project Board, thanks for a successful and meaningful 2014–15. We trained more mentors and coaches and served more beginning teachers than in any of our previous 12 years. We deeply appreciate your on-going support for our shared project, and we'll provide an update at the May 15 Superintendent's meeting.

We recently built our budget with the help of our Board, each member representing different sized districts and different roles. Our 2015–16 budget totals \$110,054; that includes a range of services, such as:

- Six beginning teacher seminars and six mentor forums designed for 1:1 mentors
- Principal support breakfasts
- Release mentor forums
- District learning though District Council, Program Leaders Coffees, a District Induction Team Workday, and a focused, half-day district consult
- A “gold standard” curriculum of mentor, coach and principal trainings at reduced cost, the work of New Teacher Center
- Administration and disaggregation of our induction program survey to better support next steps for your district program

Recently, the DCNTP Superintendent Advisory Committee, composed of Barb Sramek, Marshall; Scott Brown, McFarland; and Don Johnson, Middleton-Cross Plains; met to discuss next year’s consortium funding. These representatives of various sized-districts put forth a three-tier structure (based on 2014-15 membership of 16 districts) to support the operating costs of the consortium. Districts with larger enrollments invest more, given that they are likely to use the shared services to a greater degree.

Tier	Enrollment	Consortium Fee	Districts
One	Less than 1600	\$5800 (84% of equal split)	Belleville, Cambridge, Marshall, Evansville
Two	1601-3000	\$6800 (99% of equal split)	Edgerton, McFarland, Monona Grove, Mount Horeb, Waunakee
Three	3001 and greater	\$7600 (110% of equal split)	DeForest, Diocese of Madison, MMSD, Middleton-Cross Plains, Oregon, Stoughton, Sun Prairie, Verona

We believe that this structure supports the consortium fairly, provides enough funds to keep programs running well, and fairly compensates our part-time, two person staff. We are excited by the opportunity to continue to learn with and from one another while we build programs to support new teachers.

**If you do not intend to rejoin next year, please respond by May 28.** Otherwise, simply pay the enclosed invoice by August 1, and return the signed contract. If you wish to disburse funds from your 2014-15 budget, you may pay prior to June 30, but please know we will not deposit your payment until July 1, or accept ACH payments before then.

I look forward to working with your district to strengthen induction support so that new teachers get better, faster for all students.

With all best wishes,



Thomas J. Howe  
Chair, Dane County New Teacher Project  
Senior Program Consultant, New Teacher Center  
Mentor, Monona Grove School District

Enc: 2015-2016 Shared Service Contract for Dane County New Teacher Project  
2015-16 Shared Service Invoice for Dane County New Teacher Project

2015-2016 School Year  
SHARED SERVICE CONTRACT  
(Revised 5-26-2015 to show Evansville in correct student population category)  
Dane County New Teacher Project  
(SEC. 66:0301)

Parties to a resolution adopted by each of the following school districts:

- 1) Belleville School District
- 2) Cambridge School District
- 3) DeForest School District
- 4) Diocese of Madison
- 5) Edgerton School District
- 6) Evansville Community School District
- 7) Madison Metropolitan School District
- 8) Marshall School District
- 9) McFarland School District
- 10) Middleton-Cross Plains Area School District
- 11) Monona Grove School District
- 12) Mount Horeb Area School District
- 13) Oregon School District
- 14) Stoughton Area School District
- 15) Sun Prairie Area School District
- 16) Verona Area School District
- 17) Waunakee Community School District

Said school districts hereby mutually agree, pursuant to the provisions of s.66:0301 Wis. Stats., to the following conditions:

1. That said above parties agree and contract for the operation of a 66:0301 program as hereinafter set forth;
2. Hereinafter the Waunakee Community School District is to be the operator and fiscal agent;
3. That said fiscal agent will account for all financial transactions in Fund 99;
4. That estimated budget and plan of operation for this cooperative shall be approved in advance of contract signing by all school district parties hereto;
5. That variation from the budget will require prior approval of all school district parties hereto;
6. That Exhibit A attached hereto and incorporated herein by reference includes the plan for operation, and plan of payments to said operator or fiscal agent by each school district.

**EXHIBIT A**

As an addendum to the shared services contract (Sec. 66:0301) for the Dane County New Teacher Project.

**BUDGET AND PLAN OF OPERATION**

a.

<b>Item</b>	<b>Estimated Cost</b>
<b>Reduced Rates for National New Teacher Center, Teacher Induction First-Year Professional Development</b> (Instructional Mentoring, Observing and Conferencing, Using Data to Inform Instruction, Designing Effective Instruction, Designing and Presenting)	No Cost
<b>Focused District Consults</b> (1 per district)	No Cost
<b>Menu of Induction related Site Visits</b>	No Cost
<b>Beginning Teacher and Mentor Social</b>	\$1,000
<b>Quarterly District Council Meetings</b>	\$400
<b>Board Meetings</b>	\$200
<b>District Induction Team Work Day</b>	\$720
<b>Beginning Teacher Regular Education Seminars</b>	\$11,100
<b>Mentor Support for 1:1 Mentors</b>	\$2,820
<b>Monthly Release Mentor Forums</b> (Mentors supporting more than one Beginning Teacher)	\$1944
<b>Program Leader Meetings</b>	\$450
<b>Principal Engagement</b>	\$2,100
<b>DCNTP Capacity Building</b> , National Professional Development (NTIN, Symposium, Trainers Academy)	\$12,200
<b>Office Rent/Expenditures</b>	\$5,600
<b>DCNTP Chairperson</b> (salary only; 45 FTE of 220 day contract)	\$45,760
<b>DCNTP Project Manager</b> (hourly salary only; 25 hrs./week)	\$25,760
<b>Total</b>	<b>\$110,0540</b>

b. Per the District Superintendent's request, the cost shall be shared on a sliding scale based on student enrollment as follows:

**Districts fewer than 1600 students: \$5,800**  
*Belleville, Cambridge, Marshall*

**Districts 1601 to 3000 students: \$6,800**  
*Edgerton, Evansville, McFarland, Monona Grove, Mount Horeb, Waunakee*

**Districts greater than 3000 students \$7,600**  
*DeForest, Diocese of Madison, Madison Metropolitan, Middleton-Cross Plains, Oregon, Stoughton, Sun Prairie, Verona*

**Calculation:**

*\$110,054/16 districts = \$6,878 equal split*

*Four districts fewer than 1,600 students: \$5,800  
(about 84% of equal split fee, rounded)*

*Five districts 1601 to 3000 students: \$6,800  
(about 99% of equal split fee, rounded)*

*Eight districts greater than 3000 students: \$6,800  
(about 110% of equal split fee, rounded)*

- c. Invoiced July 1 on an annual basis

**2015-2016 School Year  
SHARED SERVICE CONTRACT  
Dane County New Teacher Project  
(SEC. 66:0301)**

**Revised INVOICE**

Parties to a resolution adopted by each of the following school districts

Belleville School District	Middleton-Cross Plains Area School District
Cambridge School District	Monona Grove School District
DeForest School District	Mount Horeb Area School District
Diocese of Madison	Oregon School District
Edgerton School District	Stoughton Area School District
Evansville Community School District	Sun Prairie Area School District
Madison Metropolitan School District	Verona Area School District
Marshall School District	Waunakee Community School District
McFarland School District	

**Fee for 2015-16 (REVISED 5-26-2015; Evansville was in the wrong category)**

	<b>Districts with fewer than 1600 students</b>	<b>Districts with 1601 to 3000 students</b>	<b>Districts with more than 3000 students</b>
	Belleville School District	Edgerton School District	DeForest School District
	Cambridge School District	Evansville Community School District	Diocese of Madison
	Marshall School District	McFarland School District	Madison Metropolitan School District
		Monona Grove School District	Middleton-Cross Plains Area School District
		Mount Horeb Area School District	Oregon School District
		Waunakee Community School District	Stoughton Area School District
			Sun Prairie School District
			Verona Area School District
<b>Pay this Amount</b>	<b>\$5,800</b>	<b>\$6,800</b>	<b>\$7,600</b>

\*See contract for information on calculation for 2015-16 Shared Service Agreement Fee and budget.

Payment due on **August 1, 2015**

Payment to: Waunakee Community School District  
Attention: Shirley Smith  
Dane County New Teacher Project  
101 School Drive  
Waunakee, WI 53597

Questions: Please call Tom Howe at (608) 234-1494 or Shirley Smith at (608) 849-2270



# 2015-2016 Contract

This contract made in duplicate between the Board of Control of Cooperative Educational Service Agency 2 (CESA 2) and Local Educational Agency (LEA).

WHEREAS CESA 2 has been authorized to provide services for valuable consideration to school districts on a cooperative basis and has been authorized to enter into and approve service contracts with local school districts, county boards of supervisors and other cooperative educational service agencies as provided in Chapter 116, Wis. Stats.

NOW, THEREFORE, CESA 2 hereby agrees to provide to the LEA, services to be performed by legally qualified personnel. Information pertaining to each service to be performed is included in the CESA 2 Catalog of Services.

CESA 2 agrees to make payments to the personnel providing the services and to remit to the authorized governmental or private agencies such amounts for which salary deductions are required or authorized.

CESA 2 agrees to forward federal and/or state funds, which are due the LEA, as soon as possible after the receipt of said funds.

LEA agrees to pay for services rendered as follows:

- \*for services costing \$18,000.00 or less annually per line item, in one payment to be made in July.
- \*for services costing more than \$18,000.00 annually per line item, in tri-annual payments to be made in July, November and March.

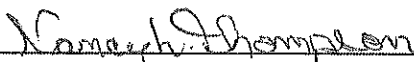
All billings from CESA 2 will be on budgeted estimated costs, except the last billing which shall reflect the net actual costs of the service. (If all billings and payments are based on estimated costs, any overpayments or underpayments will be refunded or paid no later than 60 days from the closing of the fiscal year.)


Transportation of children, if any, will be furnished by each school district.

The LEA agrees to reimburse CESA 2 for its proportionate share of costs of the services provided under this contract including without limitation because of enumeration, unemployment insurance, litigation expense, collective bargaining and monetary awards of courts and agencies but no Board of Control may levy any taxes as per Sec. 116.03(4).

In witness whereof, the parties have set their hands this day and year written below.

**Cooperative Educational Service Agency 2**  
1221 Innovation Drive, Suite 205  
Whitewater, WI 53190

  
\_\_\_\_\_  
Nancy Thompson, Chairperson, CESA 2 Board of Control

  
\_\_\_\_\_  
Gary Albrecht, Secretary, CESA 2 Board of Control

School District of \_\_\_\_\_, 2014

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Clerk, Board of Education



Evansville Community School District

**2015-2016 Contract**

Please indicate the services to be placed on the contract for 2015-2016.

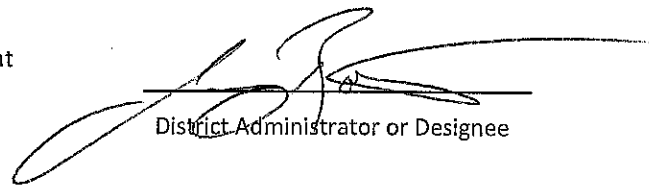
Services utilized in 2014-2015 are highlighted in blue.

Service	Additional Information	2015-2016 Cost	Renew or Add	Non-Renew
Administration - state required		\$1,352.00	Renew	
Assistive Technology Academy		\$2,680.00	Renew	
Assistive Technology Library***		\$2,575.00	Renew	
ATODA Network				
Blind and Visually Impaired*		\$16,340.00	Renew	
Deaf and Hard of Hearing*		\$5,280.00	Renew	
Dialogue with Attorney		\$800.00	Renew	
Driver Education	Students pay fees			
Educational Audiology**		\$2,940.00	Renew	
Instructional Technology				
JEDI Online Network		\$7,500.00	Renew	
Orientation and Mobility				
Professional Resource Center - Level 1***				
Professional Resource Center - Level 2***	Includes district visit			
School Nutrition Program - Tier 1				
School Nutrition Program - Tier 2				
Title I Extended Services				
Transition Advisory Network		\$3,500.00	Renew	
Transition - MECCA		\$300.00	Renew	
Van Delivery		\$695.00	Renew	
<b>Total</b>		<b>\$43,962.00</b>		

\*Cost is \$55 per unit, dependent on direct and indirect services per student

\*\*Cost is \$60 per unit, dependent on direct and indirect services per student

\*\*\*Van service required



District Administrator or Designee

**Return via email: lori.alwin@cesa2.org or fax: 262.472.2269**

Questions? Please contact: Nicole Barlass, Director of Resources at 262.473.1447 or nicole.barlass@cesa2.org

<b>FOR CESA #2 USE ONLY</b> Date received: _____ Comments: _____	<b>Reviewed by:</b> GA _____ BB _____ CD _____ RS _____ NB _____
	LM _____



## Memorandum

To: Evansville Board of Education  
From: Joanie Dobbs, Levi Leonard Elementary School Principal  
Re: 4K  
Date: May 19, 2015

The 4K Curriculum Committee has completed assessment kits for each of the 4K sites. The kit was used by Kids Korner this spring as a pilot and the teacher was impressed and found it to be useful. The majority of the curriculum has been ordered and barcoded through Levi Leonard. Each of the sites will be able to pick up all of their materials soon.

The Operation Committee is no longer meeting as the tasks have been completed. We are all waiting patiently to hear about the status of the submitted grant application.

The placement of students is getting closer to completion. The goal is to send placement letters to parents within the next two weeks.

A 4K Committee will continue throughout next school year with a meeting occurring sometime in June. There are currently 9 people interested in continuing on the Committee.

## EVANSVILLE COMMUNITY SCHOOL DISTRICT

### Teachers (EEA) Employee Compensation Committee Meeting Minutes

The Teachers Employee Compensation Committee meeting was held Monday, April 27, 2015, at 4:03 pm in the District Board and Training Room.

#### **Attendance**

Members in attendance: Julie Creek Hessler, Gary Feldt, Deb Fritz, Rob Kostroun, Kyle McDonald, Deanna Pickering, Dee Jay Redders, Jerry Roth, Kim Sperandeo-Wehner, Doreen Treuden, and Rob DeMeuse. Absent: Eric Busse, Jolene Hammond, Kim Katzenmeyer, Dave Kopf, Jim Kvalheim, Kathi Swanson, and Jon Wopat.

#### **Approve Minutes**

Motion by Ms. Creek-Hessler, seconded by Mr. McDonald, moved to approve the April 6, 2015, minutes as presented. Motion carried, voice vote.

#### **Summer Curriculum**

Mr. Roth shared that the District is at a point to set the rate of pay for summer curriculum work for this year. The past rates were a BA rate and a MA rate. Comparable rates were included in the packet. Mr. Roth is proposing a \$20.00/hour rate going forward. Discussion:

- Would like to discuss and not dictate the new rate.
- Would like to see one rate going forward and maybe pay people for more hours that include prep work.
- Maybe \$25.00/hour would be more acceptable?
- Not sure that I have an opinion on the \$20.00/hour, but do agree with giving more time to someone who is coordinating the curriculum work for prep.
- Does anyone have a strong opinion on the rate?
- Is it OK to move forward with the \$20.00/hour for this year and then revisit for next year? No one had a concern.
- What is the amount of work that is expected to be done in one hour? There is a level of professionalism that is expected when turning in hours to get the work done.

Mr. Roth will send an email to all staff, explaining the new summer curriculum work rate of pay.

#### **Review List of What is Going to be Included**

The list of items included in annual salary movement had been sent out prior to the meeting.

Discussion:

- Item #69, the presenter gets credit, what about the attendees?
- Shouldn't attendance at a workshop be included on the list?
- Item #25, needs to be added to the list with the following description: Workshops and Implementation Report w/Prior Approval to include, attendance at approved workshop that is not paid by the District and is outside of the work day.
- Also, an employee who is presenting during the workday may get to count the prep time.
- Item #104, needs to include PDP.

#### **Discuss the Questionable Items on the List**

Discussion:

- The WI Master Educator Assessment is the “Wisconsin” version of the National Board certification. Don’t think the National Board Certification should be included with the Master’s level because you can get the National Board Certification with a bachelor’s degree. This activity can be included for downward movement on the schedule, but not horizontal movement. All agreed.
- Department, Grade Level, Project Chair – work load? In the past it was a lot of time. Should building leadership team member be added? All agreed. Budget responsibilities should be added to the responsibility of this person.
- Student Learning Objective/Extension of Student Day – tutoring students after school does not necessarily happen outside of the school day, but the teacher is giving up that time for prep that would then need to happen after tutoring and therefore outside of the day. High school teachers currently get less prep than in past years. If the tutoring is more formalized by an IEP team requirement or a BIT requirement? If there is some type of approval and formality, it’s worth looking at. Category may be called “administrative assignment”. If we de-incentivize the things that people are already doing, will people stop doing them? If the category is administrative assignment, it could incorporate many tasks such as the graduation project. The category called “administrative assignment” should include items 35, 34, 46. There is potential for problems with this category, but.....
- District Program Coordinator – remove from this model and leave as a stipend item.
- Volunteer at District Event – question about elementary teachers attending music concerts - it’s not equitable because specials teachers do not need to attend. This is a professional obligation? Be careful to not monetize time with students. If this doesn’t fall under administrative assignment, then it should be considered part of the professional obligation.
- Volunteer at District Event – this should fall under “administrative assignment” and can include items such as chaperoning athletic events.
- Change the title of “administrative assignment” to “administrator approved activity”.
- Professional Association of State-Wide Officer Position – e.g. middle school student council teachers running the state conference. This could also fall under “administrator approved activity”.
- Community Education Course Instructor – e.g. personal finance instruction at Creekside or the library. This could also be under “administrator approved activity”.
- There hasn’t been enough community outreach by the School District in the past. This door needs to be opened so that the community is aware of what is going on in the District and so they don’t have the perception that the District is “broken”. This could fall under “administrator approved activity”, but be aware that there will be a high level of scrutiny.
- Lunch Duty – teachers used to get paid to give up their duty free lunch. This could be an administrator approved activity.

#### **Set Next Meeting Date and Agenda**

The next meeting is Monday, May 11, at 4:00 pm, in the Board Room. Agenda items: review the salary schedule draft; review the items included in annual salary movement list finalized today; and reading specialist licensure.

#### **Adjourn**

Motion by Mr. Redders, seconded by Ms. Fritz, moved to adjourn the meeting. Motion carried, voice vote. Meeting adjourned at 5:25 pm.

Submitted by Doreen Treuden, Business Manager

Approved: May 11, 2015

## EVANSVILLE COMMUNITY SCHOOL DISTRICT

### Teachers (EEA) Employee Compensation Committee Meeting Minutes

The Teachers Employee Compensation Committee meeting was held Monday, April 6, 2015, at 4:04 pm in the District Board and Training Room.

#### **Attendance**

Members in attendance: Julie Creek-Hessler, Gary Feldt, Deb Fritz, Kim Katzenmeyer, Rob Kostroun, Kyle McDonald, Deanna Pickering, Dee Jay Redders, Jerry Roth, Kathi Swanson, Doreen Treuden, and Rob DeMeuse. Absent: Eric Busse, Jolene Hammond, Dave Kopf, Jim Kvalheim, Tina Rossmiller, Kim Sperandeo-Wehner, and Jon Wopat.

#### **Approve Minutes**

Motion by Ms. Katzenmeyer, seconded by Ms. Creek-Hessler, moved to approve the March 16, 2015, minutes as presented. Motion carried, voice vote.

#### **Review Survey Data**

Committee members had received information via email last week from Ms. Treuden. Another document was handed out at the meeting, compiling the survey data from all buildings.

#### **Discussion:**

- Surprised that grant writing and facilitation scored low
- There is an inverse relationship between the summary data
- The survey results looks very traditional
- Levi staff may have been confused about what some of the items on the list were about
- Could the results reflect what teachers are familiar with?
- A teacher professional at the elementary school looks different than what a teacher professional looks like at the high school
- Elementary teachers felt that the items on the list were more geared toward high school teachers
- If there wasn't an explanation about the difference between what tasks are included in the regular teacher day versus what is outside of the tasks expected in the regular school day, the data will reflect that
- Capturing tasks that happen outside the scheduled work day versus capturing tasks that make you a better educator
- Do we need a blanket approach that covers all teachers K-12?
- People want to know what they have to do to be a better teacher and make more money
- Teachers want to be able to look at something and figure out how they are going to be compensated
- This discussion is irritating. Can't quantify hours worked outside the regular work day
- Don't like the direction of this discussion, e.g. high school versus elementary school teachers
- Can we agree on what are the big items that everyone can agree to?
- What about years of experience?
- What moves you from one lane to the next? Big items

- Not a fan of the points system – it's going to get nitpicky
- Why can't we get ½ step for each year of experience and then create a list of 10-15 items for teachers to pick from and they have to do 3 things in a year to get a full step?
- BA, MA, MAx2 (60)/Doctorate/National Board Certification

Committee discussed each item on the survey list and identified which to keep, combine or get rid of. In lieu of this discussion, the Committee members will not be taking the survey.

**Set Next Meeting Date and Agenda**

Next meeting date is Monday, April 27, at 4:00 pm. Agenda items for next meeting: review the list of what is going to be included; discuss the questionable items on the list; and bring back any additional information on the items on the list from the buildings.

**Adjourn**

Motion by Ms. Katzenmeyer, seconded by Mr. Feldt, moved to adjourn the meeting. Motion carried, voice vote. Meeting adjourned at 5:30 pm.

Submitted by Doreen Treuden, Business Manager

Approved: 4/27/15

## WELLNESS COMMITTEE REPORT FOR 2014-15 SCHOOL YEAR

The Wellness committee was formed in November with the goal of improving the health of the district staff.

### Our Mission Statement:

*To enhance employees' and their family's health and wellness by creating an environment that supports healthy lifestyles, provides opportunities and resources to engage in behavior that will improve and maintain good health.*

The committee met once a month, and under the guidance of Kelly Nemo from Dean Health Plan, developed a plan for the remainder of the school year. We looked at the survey that had been sent to staff in June of 2104 and made some decisions based on that. We chose to begin the task of making people more aware of healthy choices through a six week Bingo game, and by offering sampler classes to staff after school.

The Wellness Bingo game was a bingo card that staff could run off and submit each week. Every week included a different health related focus, (healthy cooking, staying hydrated, stress management, etc...) and staff would cross off a square on their card as they completed the healthy task. These were turned in to each building and a drawing was done each week for a small prize to increase motivation. These weekly prizes were provided by the district and the HS store. Thank you for those donations. We reached out to the Evansville Health club for some wonderful grand prizes to draw for those people who earned blackouts on their bingo cards. Thank you to Justin Schott for his generous donation. 47 staff members across the district participated in this bingo game.

The second component was our sampler classes. We offered two each of Zumba classes, weight/resistance training, and yoga classes. We tried to keep them on campus and right after school so that staff could easily participate. The following is our breakdown of participation:

Zumba 1: 14 participants

Zumba 2: 15 participants

Body Sculpt 1: 11 participants

Body Sculpt 2: 6 participants

Yoga 1: 2 participants

Yoga 2: 6 participants

Class instructors who generously donated their time (or greatly reduced costs) were Tajali Tolan, Kelly Maguigad, Christie Colstad and Heather Buttchen. Thanks to Dean Health Care for items donated as door prizes at those classes.

We will meet once more to review how these activities were received, develop a survey, and determine a plan for next year. Our hopes for the fall at this point, is to offer the biometrics screener to all employees and their families and to offer some on-site classes such as those offered this year.

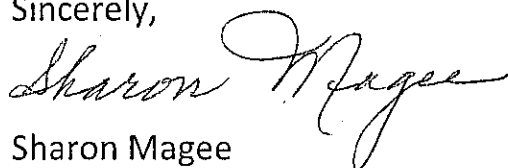
Committee members included: Kelly Nemo from Dean Health, Carrie Wahl, Doug Schwenn, Charity Kostroun, Katie Horgen, Deb Arnold, Heather Buttchen, and Catherine Schuett.

May 21, 2015

To: Superintendent Roth and the Evansville School District Board of Education,

It is my intent to retire from my position as an educational assistant with the Evansville Community School District effective at the end of the 2014-2015 school year. I am thankful for the twenty years that I have had the privilege of working with the staff, and the children of this school district. It has been a very rewarding experience.

Sincerely,

A handwritten signature in cursive script that reads "Sharon Magee".

Sharon Magee

Rec'd 5-21-15  
KRM

## MEMORANDUM

**TO:** Board of Education  
**FROM:** Alice A. Murphy, Interim Co-Director of Instruction  
**RE:** 2015-16 Textbook Request  
**DATE:** May 15, 2015

The District purchases textbooks annually in order to provide teachers with instructional resources that align with state and national standards, qualify local courses for Advanced Placement status and college credit, and better meet the needs of the students who attend our schools.

There is a single textbook request for the 2015-16 school year. The High School Conceptual Physics course has a significant need for an updated resource. The current text has a copyright date of 1998. The instructional content no longer aligns with the current practice of introducing the concepts of forces and atomic interactions. Several resources have been considered by the Science teaching team with the result of their study being consensus for bringing forward the following recommendation:

### 2015-16 Textbook Request

Course	Teacher	Textbook	Cost
Conceptual Physics	Brian Benson	<i>Conceptual Physics</i> 12 <sup>th</sup> Edition	\$13,776.82

Mr. Benson is requesting 100 new textbooks for the Conceptual Physics course at Evansville High School to replace the current resource from 1998. The recommended text, *Conceptual Physics, 12<sup>th</sup> Edition*, fully aligns with the course curriculum. The sequencing of the content mirrors the current instructional format and would enhance the daily learning of the students. This text received the highest rating in 6 of the 7 criteria from the Science teachers, qualifying this resource as an outstanding selection.

May 19, 2015

*The initial textbook request was presented with the original quote from Pearson which included a shipping & handling charge of \$1,039.76. Upon further discussion with the vendor, a reduced shipping charge was determined for a savings of \$259.76.*



## Evansville Physics Hewitt 12e

**School Information:**
**EVANSVILLE CMTY SCHOOL DIST**

School/District Name

**340 FAIR ST**

Address

**EVANSVILLE, WI 53536**

City / State / ZIP

**(608) 882-5224**

Phone Number

### Purchase Summary

Description	Amount Free	Amount Charged
	\$100.97	\$12,997.00
<b>Subtotal</b>	<b>\$100.97</b>	<b>\$12,997.00</b>
<b>Shipping &amp; Handling</b>		<b>\$779.82</b>
<b>Total</b>		<b>\$13,776.82</b>

**Please provide discounted shipping at rate of 6% per Susan Tortora. Thank you!**

\* Prices effective through Sept. 30, 2015.  
 \*\* Prices do not include applicable taxes.  
 \*\*\*\* Titles are subject to change without notice.

To Order:  
 Curriculum Customer Service  
 Email: [k12customerservice@pearson.com](mailto:k12customerservice@pearson.com)  
 Phone: 1-800-848-9500  
 Fax: 1-877-260-2530  
 Online at OASIS: <http://k12oasis.pearson.com>  
 uhorvje\_s00000036 05/18/2015

## Hewitt 12e

	Description	ISBN	Price	Quantity		Total	
				Free	Charge	Free	Charge
1	CONCEPTUAL PHYSICS & MASTERPHY W/ETX A/C PK	9780321940001	100.97	1	0	\$100.97	\$0.00
2	CONCEPTUAL PHYSICS (HS BINDING) 12E ©2015 WITH MASTERINGPHYSICS WITH PEARSON ETEXT (UP TO 6 YEARS)	9780133498493	129.97	0	100	0.00	12,997.00
<b>Subtotal</b>						\$100.97	\$12,997.00
<b>Purchase Subtotal</b>						\$100.97	\$12,997.00
<b>Shipping &amp; Handling</b>							\$779.82
<b>Totals</b>						\$100.97	\$13,776.82

**Proposal Grand Total: \$13,776.82**

Districts/schools registering to use OASIS for the first time receive a promo code for 3% freight. This code is good for every K12 order shipped via ground purchased through OASIS for the first 30 days after an account is activated.

To register for OASIS: <http://k12oasis.pearson.com>  
 For OASIS assistance: 1-800-850-9124

- \* Prices effective through Sept. 30, 2015.
- \*\* Prices do not include applicable taxes.
- \*\*\* Titles are subject to change without notice.

**Note: This is a cost proposal. It is not a formal contract.**

EVANSVILLE COMMUNITY SCHOOL DISTRICT  
Evansville, Wisconsin

MINUTES OF REGULAR MEETING

The regular meeting of the Board of Education of the Evansville Community School District was held on Wednesday, May 13, 2015, at 5:00 pm in the District Board and Training Center.

The meeting was called to order by President Kathi Swanson. Roll call was taken. Members present: Swanson, Busse, Rasmussen, Spanton Nelson, Hammann, Koenecke, Braunschweig, and HS Reps. Gallagher and Michael.

**APPROVE AGENDA**

Motion by Mr. Braunschweig, seconded by Mr. Busse, moved to approve the agenda as presented. Motion carried, 7-0 (voice vote).

**PUBLIC ANNOUNCEMENTS/RECOGNITION/UPCOMING EVENTS**

- Recognize HS Board Rep Aliye Gallagher
- Accepted to Reading Institute (Lucy Calkins Reading and Writing Project) – Deb Fritz
- Staff End of Year Celebration/Retirement – May 29, 3:30 pm, Red Barn
- Back To School Days – August 4, 3:00-7:00 pm; August 12, 10:00 am-2:00 pm
- Ms. Swanson shared that the meeting time had been moved up to 5:00, so people can go to High School awards, and with the number of blue cards, she is limiting the speaking to three minutes in hopes to get out on time

**HIGH SCHOOL BOARD REPRESENTATIVES REPORT OF EVENTS**

Ms. Michael and Ms. Gallagher presented their board report. Discussion.

**PUBLIC PRESENTATIONS**

Two staff members presented on the Speech/Language Pathologist staffing, one in favor of keeping a fourth position and the other being neutral. A community member spoke in favor of the music instruction in the District.

**INFORMATION & DISCUSSION**

Interim Co-Director of Instruction, Ms. Murphy, and High School Science Teacher, Mr. Benson, presented the 2015-2016 textbook request proposal. Discussion.

Business Manager, Ms. Treuden, presented the 2015-2016 staffing summary. Discussion.

District Administrator, Mr. Roth, presented the 2015 Open Enrollment applications information and staffing options. Discussion. Consensus to transfer a fifth grade teacher to third grade.

Ms. Treuden had provided information on the Local Government Property Insurance Fund (LGPIF). Discussion. Ms. Treuden will not increase the deductibles for two months with LGPIF.

Ms. Swanson began discussion on setting the annual meeting date. Discussion. Consensus, the meeting will be September 30.

Ms. Swanson presented the Continuous System Improvement (CSI) Plan sub-committees dates of upcoming meetings of Teaching and Learning, Workforce Engagement and Development, Communication and Community Engagement, Technology, Facilities and Operations and Climate and Culture.

Ms. Swanson presented for a second reading, policies: #322-Student School Day; #525-Staff Solicitations; #545-Support Staff Assignments and Transfers; #546.1-Resignation of Support Staff; #546.2-Retirement of Support Staff; #546.4-Reduction in Support Staff Workforce; #547-Staff Development Opportunities for Support Staff, and Appendix A, Employee Handbook Proposed Change Form. Discussion.

Ms. Swanson presented for a second reading, the Employee Handbook proposed changes: #1-All Employees-pg. 9, Section 1, 1.01, B. Disclaimer and pg. 86, Employee Acknowledgment; #6-All Employees-pg. 36, Section 13.00, 13.02, Unpaid Leave of Absence, Other Than Medical Reasons; #7-All Employees-pg. 30, Section 8, 8.05, Sick Leave Bank; #8-Certified-pg. 43, Section 2, 2.02, Lane Advancement; #10-Certified-pg. 57, Section 8, C. 3. B, Retirement System Contributions; #11-Certified-pg. 57, Section 8, C. 4, Retirement System Contributions, and Part 3, Support Staff, pg. 74, Section 11, D, Retirement System Contributions; and #20-Support, pg. 70, Section 9, 9.01, C, Sick Days and pg. 73, Section 11, 11.02, A, Retirement Benefits.

#### **PUBLIC PRESENTATIONS**

Three staff members and three community members presented on the middle and high school music positions, in favor of both positions being full-time.

#### **BUSINESS (Action Items)**

Motion by Mr. Rasmussen, seconded by Mr. Braunschweig, moved to approve the anonymous donation of \$18,799, to go towards the fencing around the varsity soccer field, with thanks and appreciation. Discussion. Motion carried, 7-0 (voice vote).

Motion by Mr. Braunschweig, seconded by Mr. Busse, moved to approve the open enrollment IN and OUT applications as presented, with the Interim/Director of Students Services and District Administrator, making decisions on the special education applications, pending final evaluation and cost estimates, and denying application #29 IN, due to expulsion. Those IN applications denied, except for #29 IN, will be placed on a waiting list and admitted if space becomes available. Motion carried, 7-0 (voice vote).

Motion by Mr. Braunschweig, seconded by Mr. Busse, moved to approve the teacher resignations of Lindsay Roesler, Speech and Language Pathologist; Gustavo Chaviano, High School Music; and Kim Melms, 50% High School Social Studies, effective at the end of the 2014-2015 school year. Discussion. Motion carried, 7-0 (voice vote).

Motion by Mr. Braunschweig, seconded by Mr. Busse, moved to approve the retirement on Jo-Al Cufaude, effective at the end of the 2014-2015 school year and thank her for her 25 years of service to the District. Motion carried, 7-0 (voice vote).

Motion by Ms. Spanton Nelson, seconded by Mr. Braunschweig, moved to approve the Memorandum of Agreement for Job Sharing, as presented, for Nicole Forster. Motion carried, 7-0 (voice vote).

Motion by Mr. Braunschweig, seconded by Mr. Busse, moved to hire, Laura Martin, as an Elementary Teacher, for the 2015-2016 school year, for a salary of \$40,376. Motion carried, 7-0 (voice vote).

Motion by Mr. Braunschweig, seconded by Ms. Hammann, moved to approve the Resolution for Fund 46 (Long-Term Capital Improvement Trust Fund) as presented. Discussion. Motion carried, 7-0 (roll call vote).

Motion by Mr. Braunschweig, seconded by Mr. Rasmussen, moved to approve a 10 Year Capital Improvement Plan, effective July 1, 2015, through June 30, 2024, as presented. Motion carried, 7-0 (voice vote).

Motion by Mr. Braunschweig, seconded by Mr. Busse, moved to discontinue participation in the National School Breakfast Program, effective with the 2015-2016 school year. Discussion. Motion carried, 7-0 (voice vote).

Motion by Mr. Braunschweig, seconded by Mr. Busse, moved to approve policy #353.1-School Volunteers, as presented. Discussion. Motion carried, 7-0 (voice vote).

Motion by Mr. Rasmussen, seconded by Mr. Braunschweig, moved to approve the Request for Proposal for District Wide Roofing to vendors: Milwaukee Insulation, Southern Wisconsin Roofing, and Apex. Motion carried, 7-0 (voice vote).

#### **CONSENT (Action Items)**

Motion by Mr. Braunschweig, seconded by Mr. Busse, moved to approve the consent agenda items of: April 29 Regular Meeting Minutes; policies: #182-Quorum; #183-Voting; #185-Board Committees; #321-School Year/School Calendar; #529.4-Use of Sick Days; #662.3-General Fund Balance; #657-Student Fees, Fines and Charges; and #657.1-Student Fee Schedule; and the March and April bills and reconciliations as presented. Motion carried, 7-0 (roll call vote).

#### **FUTURE AGENDA**

May 27, 2015, Regular meeting agenda discussed.

#### **ADJOURN**

Motion by Mr. Braunschweig, seconded by Ms. Spanton Nelson, moved to adjourn the meeting. Motion carried, 7-0 (voice vote). Meeting adjourned at 6:55 pm.

Submitted by Kelly Mosher, Deputy Clerk

Approved: \_\_\_\_\_ Dated: \_\_\_\_\_ Approved:  
Kathi Swanson, President

Revised: ~~July 30, 2012~~

322

Revised: ~~June 10, 2013~~

Revised: April 9, 2014

Revised: August 13, 2014

Revised: 1<sup>st</sup> Reading: 4/29/15; 2<sup>nd</sup> Reading: 5/13/15; 3<sup>rd</sup> Reading: 5/27/15

**SUGGESTION TO REMOVE POLICY AS IS NOT REQUIRED (WOULD POST HOURS ON WEB SITE)**

**STUDENT SCHOOL DAY**

Wisconsin law requires the Evansville Community School District Board of Education to reserve to itself the right to establish rules that schedule the hours of the normal school day. In establishing such rules, the Board will consider comments from parents, staff, and district residents.

Once established, the schedule of hours of a normal school day will be posted in school buildings, on the web site, and distributed to the local media.

The schedule of hours for a normal school day for respective grade levels shall be as follows:

<b>ECH (Early Childhood)</b>	<b>8:00 am – 11:00 am AND 12:00 pm – 3:00 pm</b>	
	<b>(Tuesday, Wednesday, Thursday)</b>	
<b>4K (4 year old Kindergarten)</b>	<b>8:00 am – 11:00 am AND 12:00 pm – 3:00 pm</b>	
	<b>(4 Days per Week)</b>	
Full Day Kindergarten	8:00 a.m.	3:00 p.m.
Grades 1 – 2	8:00 a.m. -	3:00 p.m.
Grades 3 – 5	8:00 am	3:00 p.m.
Grades 6 – 8	7:50 a.m. -	3:10 p.m.
Grades 9 – 12	8:00 a.m. -	3:15 p.m.

Early release days will release at 12:00 noon for grades K-5; 12:10 pm for grades 6-8; and 12:15 pm for grades 9-12.

**ECH – if school has a late start, AM will not report. Early release days, no PM session.**

**4K – if school has a late start or early release, no 4K will be held that day.**

Legal Ref.: Sections 115.01(10) Wisconsin Statutes (Classifications)  
120.12(15) (School Board Duties)  
121.02(1)(f)2 (School District Standards)  
PI 8.01(2)(f)2 Wisconsin Administrative Code

Approved: July 9, 2012

525

1<sup>st</sup> Reading: 4/29/15; 2<sup>nd</sup> Reading: 5/13/15; 3<sup>rd</sup> Reading: 5/27/15

**Suggestion to remove from Policy Manual and place in Employee Handbook**

STAFF SOLICITATIONS

Employees of the Evansville Community School District may not promote the sale of or act as an agent for the sale of goods or services to any student while on District property or at any District activity.

The District Administrator or designee must approve solicitations of employees for contributions during work hours before solicitations can be made in the schools.

Legal Ref.: Section 118.12 Wisconsin Statutes (Sale of Goods and Services at Schools)

Approved: July 30, 2012

545

1<sup>st</sup> Reading: 4/29/15; 2<sup>nd</sup> Reading: 5/13/15; 3<sup>rd</sup> Reading: 5/27/15

## **Suggestion to remove from Policy Manual and place in Employee Handbook**

### SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

Evansville Community School District support staff assignments and transfers shall be determined by the District Administrator or his/her designee upon recommendations of the building principal and/or other administrative supervisors. The interest of the employee will be considered, but all assignments shall ultimately be made in order to accomplish the major purpose of getting the necessary work completed and meeting the educational, social, and physical needs of our students. When there is a reduction in the number of student's requiring services or a reduction in services required for students, a position(s) may be reduced or eliminated.



Approved: July 30, 2012

546.1

1<sup>st</sup> Reading: 4/29/15; 2<sup>nd</sup> Reading: 5/13/15; 3<sup>rd</sup> Reading: 5/27/15

## **Suggestion to remove from Policy Manual and place in Employee Handbook**

### RESIGNATION OF SUPPORT STAFF

The Evansville Community School District requests a written notice of resignation from support staff members. The resignation shall be filed with the District Administrator at least fourteen (14) days prior to the effective date of resignation so as to ensure appropriate time to find a qualified replacement. The District Administrator has the authority to accept the resignation.

Personal time or other benefit time may not be taken in place of the notice.

Approved: July 30, 2012

546.2

1<sup>st</sup> Reading: 4/29/15; 2<sup>nd</sup> Reading: 5/13/15; 3<sup>rd</sup> Reading: 5/27/15

## **Suggestion to remove from Policy Manual and place in Employee Handbook**

### RETIREMENT OF SUPPORT STAFF

There shall be no compulsory retirement age for any employee of the Evansville Community School District. However, retirement prior to the age designated by the Wisconsin Retirement System will be considered a resignation rather than a retirement.

Legal Ref.: Section 111.33 Wisconsin Statutes (Age, Exceptions and Special Cases)  
Age Discrimination Act

Approved: July 30, 2012

546.4

1<sup>st</sup> Reading: 4/29/15; 2<sup>nd</sup> Reading: 5/13/15; 3<sup>rd</sup> Reading: 5/27/15

## **Suggestion to remove from Policy Manual and place in Employee Handbook**

### REDUCTION IN SUPPORT STAFF WORKFORCE

When a reduction in support staff is necessary due to a decline in enrollment or budgetary concerns, the following factors will be considered:

- Ability to meet the basic functions of the position.
- Need for the position.
- Training for the particular position.
- Most recent evaluation.
- Previous evaluations.
- Attendance.
- Disciplinary Record.
- Willingness to go above and beyond for students.

Approved: July 30, 2012

547

1<sup>st</sup> Reading: 4/29/15; 2<sup>nd</sup> Reading: 5/13/15; 3<sup>rd</sup> Reading: 5/27/15

## **Suggestion to remove from Policy Manual and place in Employee Handbook**

### STAFF DEVELOPMENT OPPORTUNITIES FOR SUPPORT STAFF

The Evansville Community School District will provide staff development for all support staff. The purpose of staff development includes:

- Increasing job skills.
- Improving job efficiency.
- Building knowledge of new methods and practices.
- Reviewing job expectations and responsibilities.

Support staff may request additional staff development opportunities that will enhance and develop job related skills upon supervisor approval. Support staff may be required to attend staff development opportunities.

# EVANSVILLE COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK PROPOSED CHANGE Effective Upon Board Approval July 1, Of Each Year

If you have a suggestion for an Employee Handbook change, please work with your employee group/representative to complete a form for each suggested change. Once the form is complete, please return to the District Administrator Administrative Assistant in the District Office, prior to each quarterly Employee Handbook Committee meeting. The Employee Handbook Committee will review, all suggested changes submitted by employee groups during each of the first three quarters of the school year, and the Committee Chair will forward recommendations to the Board of Education. The Board of Education will approve suggested changes quarterly, with implementation July 1 of each year.

Employee/School Board Member Name: \_\_\_\_\_

Employee Handbook Part: \_\_\_\_\_

Employee Handbook Page/Section/Section #: \_\_\_\_\_

Suggested Revision:

How This Revision Furthers the Mission of the District (stated in policy #152, second paragraph, last sentence):

\*\*\*\*\*

### DISTRICT OFFICE USE ONLY

Form received: \_\_\_\_\_

Board of Education Approval of Change: YES \_\_\_ or NO \_\_\_; Action Date \_\_\_\_\_

Cost Impact and Amount: \_\_\_\_\_

Legal Impact: \_\_\_\_\_

EM JYEE HANDBOOK (EHB) PROPOSED CHANGE ROM APRIL 7, COMMITTEE MEETING

#	Name on Form	EHB Part	EHB Page/Section/Section #	Employee HB Com Recommendation to Make Change	Board Action		Date
					YES	NO	
1	Rich Fanning	1 - All Employees	Pg. 9, Section 1, 1.01, B. Disclaimer and pg. 86, Employee Acknowledgment	No			
2	Tina Rossmiller	1 - All Employees	Pg. 24, Section 3, 3.31, Solicitations	Yes	H	4/7/15	
3	Kelly Mosher	Entire Handbook	Remove Reference to Policy 525-Staff Solicitations	Yes	H	4/7/15	
4	Tina Rossmiller	1 - All Employees	Pg. 30, Section 8, 8.02, Sick Leave Use	Yes	H	4/7/15	
5	Kelly Mosher	Entire Handbook	Remove Reference to Policy 529.4-Use of Sick Days	Yes	H	4/7/15	
6	Lisa Christensen	1 - All Employees	Pg. 36, Section 13.00, 13.02, Unpaid Leave of Absence – Other Than Medical Reasons	Yes			
7	Kim Katzenmeyer	1 - All Employees	Pg. 30, Section 8, 8.05, Sick Leave Bank.	Yes			
8	Jerry Roth	2 - Certified	Pg. 43, Section 2, 2.02, Lane Advancement	Yes			
9	Jerry Roth	2 - Certified	Pg. 55, Section 7, 7.02, A, 8, Sick/Personal/Business	N/A	W/D	4/8/15	
10	Doreen Treuden	2 - Certified	Pg. 57, Section 8, C. 3. B, Retirement System Contributions and Pg. 57, Section 8, C. 4 , Retirement System Contributions, and Part 3, Support Staff, pg. 74, Section 11, D, Retirement System Contributions	Yes			
11	Doreen Treuden	2 - Certified		Yes			
12	Tina Rossmiller	3 - Support	Pg. 59, Section 1, 1.01, Notice of Assignments	Yes	H	4/7/15	
13	Kelly Mosher	Entire Handbook	Remove Reference to Policy 545-Support Staff Assignments and Transfers	Yes	H	4/7/15	
14	Tina Rossmiller	3 - Support	Pg. 61, Section 1, 1.09, Professional Development	Yes	H	4/7/15	
15	Kelly Mosher	Entire Handbook	Remove Reference to Policy 547-Staff Development Opportunities for Support Staff	Yes	H	4/7/15	
16	Tina Rossmiller	3 - Support	Pg. 65, Section 6, 6.01, Notice of Termination of Employment	Yes	H	4/7/15	
17	Kelly Mosher	Entire Handbook	Remove Reference to Policy 546.1, Resignation of Support Staff and 546.2, Retirement of Support Staff	Yes	H	4/7/15	
18	Tina Rossmiller	3 - Support	Pg. 65, Section 5, 5.01, Reduction in Staff	Yes	H	4/7/15	
19	Kelly Mosher	Entire Handbook	Remove Reference to Policy 546.4, Reduction in Support Staff Workforce	Yes	H	4/7/15	
20	Support Staff Members of Com	3 - Support	Pg. 70, Section 9, 9.01, C, Sick Days and pg. 73 Section 11, 11.02, A, Retirement Benefits	Yes			

## Employee Handbook Housekeeping Items:

The Employee Handbook Committee reviewed and gave permission (on April 7, 2015) to allow the District Office to go ahead and make the following changes:

- When a Policy is removed from the Policy Manual and is referenced in the Handbook
- Transferring exact language from Policy to Employee Handbook, to eliminate need for reference
- Re-numbering: sections, within sections, and pages
- Add/delete job titles
- Correct typos
- Correct redundant information
- All Board approved items such as insurance, staff compensation, and budget related items

## EMPLOYEE HANDBOOK

The Evansville Community School District Employee Handbook is set by statutes and District policies. In case of a direct conflict between the Employee Handbook, and any specific provisions of an individual contract, the individual contract shall control.

An Employee Handbook Committee shall be established consisting of the three (3) Board members, District Administrator, and one (1) employee representative from each employee group. The Committee will meet one time during each of the first three quarters of the school year, and the Committee Chair will forward recommendations to the entire Board during the Board's second meeting of the month. The Board will approve suggested changes quarterly, after three readings, with implementation of approved changes effective July 1 of each year.

The Committee will discuss and review all proposals regarding the Employee Handbook and forward recommendations to the Board for review and approval. Proposals may originate from administration, the Board and/or employees. In all cases, proposed new or revised Employee Handbook sections shall state their potential contribution in furthering the mission of the District. An Employee Handbook section shall be adopted or amended after the Board has had three opportunities to read and discuss the proposals at successive Board meetings. Where implementation of a new or revised Employee Handbook section needs to occur prior to the next board meeting, the Board may approve the section of the Employee Handbook at the meeting where the first or second readings occur.

The Employee Handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, the Employee Handbook should not be considered all inclusive. Copies of Board Policies and the Employee Handbook are available in each administrative office to all personnel and are on the District website at [www.ecsdnet.org/](http://www.ecsdnet.org/). 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 Evansville Community School District Board of Education.

Legal Ref.: Section 120.12(2) Wisconsin Statutes (School Board Duties)

Local Ref.: Policy #151- Board Policy Development  
Employee Handbook, Appendix A



1-28-15

# EVANSVILLE COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK PROPOSED CHANGE Effective Upon Board Approval July 1, Of Each Year

If you have a suggestion for an Employee Handbook change, please work with your employee group/representative to complete a form for each suggested change. Once the form is complete, please return to the District Administrator Administrative Assistant in the District Office, prior to each quarterly Employee Handbook Committee meeting. The Employee Handbook Committee will review, all suggested changes submitted by employee groups during each of the first three quarters of the school year, and the Committee Chair will forward recommendations to the Board of Education. The Board of Education will approve suggested changes quarterly, after three readings, with implementation July 1 of each year.

Employee/School Board Member Name: RICH FANNING

Employee Handbook Part: Sect. 1.01, B. Disclaimer

Employee Handbook Page/Section/Section #: 11 / 89 (web pgs.)

Suggested Revision:

How This Revision Furthers the Mission of the District (stated in policy #152, second paragraph,

*«withstanding certain provisions of this handbook, employment may NOT be terminated without just cause.»*

last sentence):

\*\*\*\*\*

DISTRICT OFFICE USE ONLY

Form received: 1-28-15 per Read late for 2-4-15 mtg.

[Empty rectangular box]

Form reviewed by Policy Committee: \_\_\_\_\_

Board of Education Approval of Change: YES \_\_\_ or NO \_\_\_; Action Date \_\_\_\_\_

Cost Impact and Amount: not able to determine

Legal Impact: needs legal opinion from Boardman Clark

# PART I      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 Evansville Community 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 guaranty 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 *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 Regulations are available in each administrative office to all personnel and are on the District website at [www.ecsdnet.org/](http://www.ecsdnet.org/). 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 Evansville Community School District Board of Education.

### 1.02 Definitions of Employee Type

- A. Teacher: Teachers are defined as persons hired under a contract under § 118.22, *Wis. Stats.*
- B. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, *Wis. Stats.*
- C. Hourly Employees: All employees are Hourly Employees unless defined as exempt by the Fair Labor Standards Act (FLSA).

## Employee Acknowledgment

*(To be signed and returned to the District Office)*

I hereby acknowledge that it is my responsibility to access the *School District of Evansville Employee Handbook* online. My signature below indicates that I agree to read the *Handbook*. It is also important to know that additional regulations, policies, and laws are in the *District's Board Policies*. The *Employee Handbook* and the *District's Board Policies* can be located on the District's website at [www.ecsdnet.org](http://www.ecsdnet.org).

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. Email notification regarding Handbook updates will be sent to all staff. I understand that this *Handbook* does not constitute an employment contract and does not confer a property interest in my future employment and/or further benefits with the District beyond the term of my current contract (if any). I understand that I have an obligation to inform the District Office of any changes in my personal information, such as phone number, address, etc. I also accept responsibility for contacting the District Office if I have any questions, concerns or need further explanation.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Received in District Office on \_\_\_\_\_ by \_\_\_\_\_



August 21, 2012

Ms. Kathi Swanson  
Board President  
Evansville Community School District  
340 Fair Street  
Evansville, WI 53536

RE: "Cause" Standard for Discipline, Discharge or Nonrenewal

Dear Ms. Swanson:

The Evansville Community School District has asked our firm to provide a legal opinion regarding the adoption of standards for discipline, discharge, and nonrenewal, and the issues that may arise if the Board of Education adopts such standards or policies to govern the employment relationship with employees.

The law does not require a school board to adopt any standard for discipline, discharge, or nonrenewal. Instead, it is a policy decision for a school board as to whether to adopt such a standard. Adoption of any standard for discipline, discharge, or nonrenewal will change the "at-will" employment relationship the school board has with most of its employees. This change in the employment relationship has several significant consequences for a school board as an employer, which are explained further below.

In Wisconsin, employees are presumed to be "at-will," meaning that their employment can be ended for any reason, with or without cause, as long as the reason is not unlawful. (A termination that is based on an employee's protected characteristic, such as age, race or disability, is one example of a termination for an unlawful reason.) If an employee is an at-will employee, he or she does not have a basis to sue an employer over a termination on the claim that the termination is unfair or without cause.

An employee's at-will status can be negated by the terms of a written employment contract which creates a cause standard for termination, or by the inclusion of a cause standard in an employee handbook or board policy. Handbook provisions or board policies that create a cause standard for discipline, discharge, or nonrenewal create a property right for a school district employee. A cause standard gives a discharged employee a potential breach of contract claim on the basis that the Board did not follow the handbook provisions. A cause standard also gives

employees a "property interest" in their job. Under the due process clause of the U.S. Constitution, the District may not take away this property interest without "due process." If an employee is discharged or disciplined without due process, an employee may be able to sue for a violation of his or her due process rights. A successful due process claim can be very costly to the District, because the District can be ordered to pay both compensatory and punitive damages, as well as all of the employee's attorneys' fees. Frequently in such litigation, the attorneys' fees award can be larger than the ~~damage~~ award. Other board policies or handbook provisions that can alter an employee's an-will status include probationary periods and seniority-based promotion, layoff and termination provisions.

If the District decides not to adopt a cause standard, and therefore maintains an at-will relationship with its employees, that does not mean that the District intends to make arbitrary, unfair decisions about its employees. It simply means that whatever decisions it does make, the District will be less likely to have to defend them in expensive, time consuming and morale deflating lawsuits. In some ways, the question of whether the School Board should impose a cause standard upon itself boils down to a question of whether the School Board can be trusted to make a fair and reasoned decision regarding an employee, or whether an outside entity, such as a court, should be given the opportunity to second-guess the School Board's decision.

The Board should also consider the fact that teachers and administrators are not at-will employees during the term of their contracts. During the term of their contracts, such employees do have a cause standard. That is because they have a contract for a definite term, and therefore they have a property interest in their employment for that term, and may only be terminated during that term for good cause. The Supreme Court of Wisconsin, in explaining what constitutes good cause to terminate a teacher during the term of his or her or her contract, said "any inexcusable substantial violation by an employee of instructions, or neglect of duty of a substantial character, or any misconduct inconsistent with the relations of master and servant and which might injuriously affect the former's business regardless of any express agreement on the subject, constitutes good grounds for discharging the employee." See *Millar v. Joint Sch. Dist. No. 2*, 2 Wis. 2d 303 (1957).

Absent a cause standard, teachers and administrators do not have a property right in the renewal of their contracts, so a school board is free to nonrenew a teacher or an administrator without having to establish "cause," as long as the school board complies with the statutory nonrenewal process created by Wis. Stat. § 118.22 (teachers) and Wis. Stat. § 118.24 (administrators). Under Wis. Stat. § 118.22, teachers have the right to preliminary notice, and a private conference with the Board prior to nonrenewal of their contract. Under Wis. Stat. § 118.24, administrators have the right to preliminary notice, and a hearing before the Board prior to nonrenewal of their contract. Administrators also have the right to receive a written statement of the reasons on which the Board is considering nonrenewal, prior to the hearing.

In addition, under Act 10, all District employees, including teachers and administrators, have the right to grieve their discipline, discharge or nonrenewal through the statutory grievance procedure. These procedures are in place to give employees the opportunity to be heard, and to



argue their case, before they are disciplined, discharged or nonrenewed. All of the statutory rights outlined above exist even if a school board decides not to adopt a cause standard.

If the Board does decide to adopt a cause standard, it should consider that there are standards that are not as stringent as "just cause." One such standard is the "good and sufficient" reason standard. The Wisconsin Supreme Court has stated that "good and sufficient reasons" are those reasons which are not wholly frivolous and inconsequential. The WERC has interpreted a sufficient reason to be a reason that has a reasonable basis in fact.

Another standard less stringent than just cause allows the employer to discipline, discharge or nonrenew an employee so long as its decision is not arbitrary or capricious. "Capricious" has been defined to be an action which is either so unreasonable as to be without rational basis or the result of unconsidered, willful or irrational choice. A decision is arbitrary and capricious if it lacks a rational basis or results from an unconsidered, willful and irrational choice of conduct.

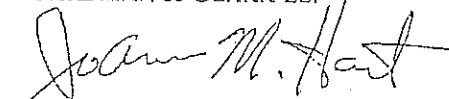
The Board should be aware, however, that the adoption of a lesser standard or any standard will still change the at-will relationship, require the District to prove that it provided employees with the constitutional level of due process, and open the door to lawsuits that second-guess the Board's decisions on termination. In other words, adopting any type of cause standard increases the likelihood that the District will have to defend itself in future lawsuits.

There are significant advantages if the District maintains an at-will employment relationship with its employees where possible. It remains a policy decision for the Board whether to adopt a cause standard. The Board may be concerned that some good employees will leave to work at a district with a cause standard. Teacher and administrators can be reminded that they are not at-will employees during the terms of their contracts, and have statutory protections for nonrenewal. All employees can be advised that they have a grievance procedure that applies to discipline, discharge and nonrenewal. Ultimately, the board must weigh the costs and benefits of imposing a cause standard upon itself. We recommend that the Board consider the legal ramifications prior to adopting any type of cause standard, or including any other language in the handbook that changes the at-will employment relationship.

If you have any questions about this letter, please give me a call.

Very Truly Yours,

BOARDMAN & CLARK LLP



JoAnn M. Hart

JMH:jh

cc: Mr. Jerry Roth, District Administrator

EMPLOYEE GRIEVANCE PROCEDURES  
(Discipline, Termination and Workplace Safety)

The purpose of this rule is to provide for an internal grievance procedure that is consistent with the requirements of state law and Board policy for resolving grievances concerning employee discipline, employee termination and workplace safety. This rule is intended to serve as the written document, required by statute, that sets forth the process for the grievant and the District to use to process a grievance.

Definitions

1. Grievance: A “grievance” is defined as a timely written complaint, submitted according to the procedures identified herein, that concerns employee discipline, employee termination, or workplace safety.
2. Grievant: A “grievant” may be any employee or a group of employees.
3. Days: Unless expressly identified as “calendar days,” the terms “days” or “workdays” as used in this grievance procedure shall exclude only Saturdays, Sundays, and such holidays and other days on which the main district administrative office is not open for public business.
4. Receipt of Written Communication: A grievant is deemed to be in receipt of a written communication from the District regarding a grievance, including a denial of the grievance at any stage of the process, as of the date the communication is either personally delivered to the grievant, sent to the employee’s school district email address, or sent by mail to or left at the employee’s mailing address of record with proof of such delivery.
5. Grievable Event:
  - a. A “grievable event” as to employee discipline is the employee’s receipt of verbal or written notice of the imposition of specific discipline by the District; or, if no express notice of discipline is received, the occurrence of the event alleged by the employee to constitute disciplinary action. The initiation and conduct of an investigation into a potentially disciplinary matter is not a grievable event.
  - b. A “grievable event” as to employee termination means the employee’s receipt of any written or verbal notice of termination of an individual’s employment with the District. The effective date of the employee’s termination is not a separate or new grievable event.
  - c. A “grievable event” as to a workplace safety issue is the presence of a hazardous condition in the workplace, whether ongoing or reasonably likely to reoccur, that an employee alleges (1) constitutes a violation of a workplace health or safety code, regulation, or standard; or (2) poses a recognized hazard likely to cause death or serious physical harm to the employee and that has not previously been grieved under this grievance procedure and addressed by a decision of a hearing officer or the Board.

6. Termination, Discipline, and Workplace Safety: The terms “termination,” “discipline” and “workplace safety” are intended to have only the limited meaning given to them under the state statutes that require the Board to create a grievance system addressing those issues. For purposes of clarity and as examples of issues that either are, or are not, grievable under this grievance procedure (unless the applicable statutes are so interpreted by a court or tribunal, or amended at a later time), the following shall apply:
- a. The term “discipline” shall not be interpreted to include a supervisor’s performance evaluation of an employee, a performance improvement plan, any verbal or written notice of performance expectations, any verbal or written reprimand, or the placing of an employee on administrative leave with pay pending an investigation.
  - b. The term “termination” does not encompass all events that lead to a separation from employment, however, it shall be construed to include instances where the District initiates an involuntary, complete and permanent severance of the employment relationship as a result of some type of affirmative misconduct (e.g., infractions of the rules or policies of the school district), job abandonment, or incompetence. Where separation from employment results from the District’s use of specific statutory procedures for the nonrenewal of a fixed-term employment contract, such separation via nonrenewal is not grievable as a “termination.”
  - c. The term “workplace safety” means a hazardous condition in the workplace, whether ongoing or reasonably likely to reoccur, that an employee alleges (1) constitutes a violation of a workplace health or safety code, regulation, or standard; or (2) poses a recognized hazard likely to cause death or serious physical harm to the employee. Further, a grievance over an alleged workplace safety issue under this grievance procedure is appropriate only if:
    - (1) The safety of at least one employee is involved (as opposed to exclusively the safety of students or visitors);
    - (2) The issue concerns the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions);
    - (3) The grievance is filed by an employee who is presently affected by the issue, or who might reasonably in the future be affected by the issue (An employee otherwise lacking any interest in the issue may not file a grievance on behalf of another employee.); and
    - (4) The issue presented by the grievance must be under the reasonable control of the school district.

Although a given issue, complaint or concern may not properly qualify as a grievance over a “termination,” “discipline,” or “workplace safety,” employees may still pursue and seek a resolution to such issues, complaints or concerns by raising the matter with their immediate supervisor or by pursuing other internal procedures that may be available.

#### Time Limits

The time limits set forth in this rule shall be considered maximums. The failure of the grievant to file and process a grievance within the time limits set forth in this rule shall be deemed a waiver of the grievance and a waiver of the grievant’s right to access and use this grievance procedure as to the issues that were raised, or that could have been raised, in the grievance.



As described in Step Two of the process, below, the failure of the administration to provide a written response to the grievance by the established deadline for such a response operates as, and shall be treated the same as, a written denial of the grievance.

The time limits specified in this rule may, however, be extended by the mutual consent of the District Administrator and the grievant, or as otherwise expressly provided within this rule.

#### Grievance Processing Procedures

Grievances shall be processed in accordance with the following procedures:

##### *Step One – Filing of the Grievance in Writing*

To initiate a grievance, a grievant shall be required to file a written grievance with the District Administrator or designee that is signed and dated by the grievant. A grievance must be filed in writing within thirty (30) calendar days of the occurrence of the grievable event in order for the grievant to have the right to invoke this grievance procedure.

(NOTE TO EMPLOYEES: Although a condition giving rise to a “workplace safety” grievance may be an ongoing condition that could be the basis for a grievance so long as the alleged condition persists, employees should report dangerous conditions of which they have knowledge to a supervisor as soon as reasonably practical, even if they do not wish to pursue a formal grievance.)

If the grievant files a grievance using any written format other than any District-approved grievance form that may be created, the filing shall, at a minimum, be signed and dated; prominently identify the document by using the word “GRIEVANCE;” and specify (1) the date the grievable event occurred; (2) whether the grievance concerns a termination, disciplinary action, or a workplace safety issue; (3) the basic nature of the complaint/allegations and the issue(s) to be resolved; (4) the alleged responsible supervisor(s); (5) any known witnesses to key events; and (6) the relief or remedy that is requested.

##### *Step Two – The District's Administrative Response*

The District Administrator or designee shall determine the administrator or supervisor who will provide the initial response to the grievance, which shall be in writing and shall be issued within twenty (20) days of the filing of the grievance. If the Administration determines that a factual investigation is needed or is ongoing and should be completed in order to properly respond to the grievance, the District Administrator may extend the time limit for issuing an initial response as reasonable and necessary by giving written notice of such extension to the grievant, generally not to exceed twenty (20) additional days.

If the grievance has not been resolved and has been denied by a written response from the District Administrator, the grievant may continue to pursue the grievance by filing a request for a hearing as provided under Step Three, below.

If the grievance has not been resolved and either (1) has been denied in the form of a written response from a supervisor or administrator other than the District Administrator; or (2) no initial administrative response has been provided by the District by the applicable deadline for

an initial administrative response, the grievant may drop the grievance or, to continue the grievance, the grievant must file a request for reconsideration by the District Administrator.

A request for administrative reconsideration by the District Administrator shall be filed in writing with the District Administrator within ten (10) days of the date the employee received the initial administrative denial of the grievance, or, if no initial response was provided, within ten (10) days of the deadline for providing a written response.

The District Administrator shall provide a final administrative response to the grievant in writing within twenty (20) days of the District's receipt of the request for reconsideration. If the grievance has not been resolved and either (1) has been denied in the form of a final administrative response from the District Administrator; or (2) no final administrative response has been provided by the District Administrator by the applicable deadline for such a response, the grievant may continue to pursue the grievance by filing a request for a hearing as provided under Step Three, below.

### *Step Three - Appeal to Impartial Hearing Officer and Hearing*

If the grievance has not been resolved at Step Two and the grievant wishes to further pursue the grievance, the grievant must notify the District Administrator in writing that the grievant is requesting a hearing before an impartial hearing officer. A request for a hearing before an impartial hearing officer must be filed by the grievant within ten (10) days after receipt of the District Administrator's response, or, in the event the District Administrator issued no administrative response, within ten (10) days of the deadline for providing a written response. Upon receipt of the request for a hearing, the Administration shall select and assign a qualified impartial hearing officer to the grievance, per the requirements of Board policy.

The hearing officer shall schedule and meet with the parties at a mutually-agreeable date to review the evidence and hear testimony relating to the grievance.

The hearing officer shall have discretion to establish specific procedures for the conduct of the hearing, provided that such procedures are consistent with any applicable statutory and general due process requirements. The hearing officer shall not be required to abide by the rules of evidence that would apply in civil or criminal court cases. For instance, he/she may choose to admit hearsay evidence and accord it such weight as it may be due. The hearing officer is responsible for ensuring that he/she is creating and preserving a record of the proceedings that will enable Board review.

Hearing officers are encouraged to use appropriate means of narrowing the issues in dispute, including seeking and documenting stipulations to which the parties may be able to agree.

The hearing officer shall decide disputed facts based upon a "preponderance of the evidence" standard.

In a case involving a challenge to discipline or termination, unless a different standard applies due to the application of substantive rights or employment protections arising from a source other than this grievance procedure, the District shall have the initial burden to demonstrate a plausible factual basis for the challenged action, which shall be subject to rebuttal by the grievant. The District shall have the ultimate burden of proving that its action was not arbitrary or capricious.

In a grievance over a workplace safety issue, the grievant shall have the burden of proving by a preponderance of the evidence the existence of a condition in the workplace, whether ongoing or reasonably likely to reoccur, that (1) constitutes a violation of a workplace health or safety code, regulation, or standard; or (2) poses a recognized hazard likely to cause death or serious physical harm to the employee; and (3) has an appropriate remedy that is within the reasonable control of the District.

Upon completion of the hearing and a review of the evidence, the hearing officer shall render a written decision to the administration, the grievant, and (if applicable and appropriate) the grievant's representative. A decision of the hearing officer shall be limited to the subject matter of the grievance and shall be consistent with the role of the hearing officer as established in Board policy. The hearing officer may deny the grievance or conclude that the grievance should be sustained in whole or in part and recommend a remedy, if any. The decision of the hearing examiner and any recommendations contained therein are subject to review by the Board via appeal, as described below.

As a general guideline that may vary, the administration should appoint a hearing officer who indicates that he/she would be available to hear and issue a decision on the grievance within sixty (60) calendar days of the date the District receives the grievant's timely notice of request for a hearing. The hearing officer shall make reasonable efforts to fulfill his/her role within this general guideline, and shall notify the parties in the event that meeting the guideline becomes impractical.

#### Step Four - Appeal to the School Board

If the grievance is not resolved to the satisfaction of the grievant or the administration at Step Three, the grievance may be appealed to the School Board within ten (10) days after receipt of the decision at the prior step. Either the Administration or the grievant may appeal an impartial hearing officer's decision to the Board by filing a written notice of appeal, addressed to the Board and delivered to the office of the District Administrator (with a copy provided to the other party). The notice of appeal must clearly identify the issues being raised for a decision by the Board.

Generally, the Board's review of the grievance and the hearing officer's decision will be based upon the record created through the Step Three hearing and the presentation of argument to the Board via letter briefs and/or in person at any meeting that may be scheduled for that purpose. The Board President shall have authority to establish any briefing schedule and coordinate the scheduling of any meeting that may involve the attendance of the parties. If the Board determines more information is necessary, it may either remand the matter to the hearing officer, or allow the parties to present additional information to the Board, observing any legal requirements relating to open meetings, confidentiality or privacy.

On appeal from Step Three, the Board may (1) modify any factual findings of the hearing officer if, after reviewing the record and consulting with the hearing officer to the extent the Board deems necessary, the Board concludes that the most reasonable view of the record calls for modification of one or more of the findings; or (2) remand the case to the hearing officer for further factual development and (if necessary) revised conclusions of law; or (3) call for additional hearing before the Board. In terms of conclusions of law, mixed questions of law and fact, and decisions as to appropriate remedies (if any), the Board shall apply a de novo standard

of review, meaning that the decision(s) being appealed shall be accorded no particular deference.

The Board shall render a written decision that affirms, reverses, or modifies the decision of the hearing officer (or, if applicable, of the District Administrator). Such decision shall be rendered in a timely manner, usually within thirty (30) calendar days of the Board meeting at which a decision is made, and a copy of the decision shall be provided to the administration, the grievant, and (if applicable and appropriate) the grievant's representative. The Board's decision is final and is not subject to further appeal via this grievance procedure.

#### Grievant's Right to Elect Representation

Any grievant may choose to be represented at all stages of the grievance procedure by a representative(s) of his/her own choosing. Student records shall not be disclosed to an employee's representative except in compliance with applicable law and Board policy.

#### Consolidation of Grievances

Grievances over the same or closely related issues, or arising from the same factual circumstances, may be consolidated at any point where such consolidation is deemed practical by the administration or Board.

#### 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 One of this grievance procedure, above, and the Board shall have the role and responsibilities of the District Administrator in Step Two and elsewhere in the process. All other notices provided by the District

#### Voluntary Modifications to and Waiver of Procedures

In the interest of achieving the most timely and satisfactory resolution of employee complaints and grievances, a grievant may voluntarily reach an agreement with the District Administrator to modify the process established within this grievance procedure, provided that no such modification eliminates the role of the Board as the final level of appeal that is available in any grievance. For example, a grievant may voluntarily waive specific procedural steps within this process, including the right to waive any hearing before an impartial hearing officer. However, any such voluntarily modification or waiver of any portion of this grievance procedure shall be documented in writing, signed by the District Administrator and the grievant, and added to the record of the grievance.

#### Settlement of Grievances

The District Administrator and the grievant may reach a voluntarily settlement of the grievance at any time under which the grievant agrees to withdraw and drop the grievance. The District Administrator shall notify the Board of all such settlements. The District Administrator shall make any such settlement that results in the payment of financial compensation to the grievant contingent upon Board approval of the settlement, unless separate settlement authority involving financial compensation is provided to the District Administrator in advance of executing the settlement agreement.

Local Ref.: Policy #527.2-Employee Grievances

Policy #527.4- Impartial Hearing Officer Selection Procedures

6

# EVANSVILLE COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK PROPOSED CHANGE Effective Upon Board Approval July 1, Of Each Year

If you have a suggestion for an Employee Handbook change, please work with your employee group/representative to complete a form for each suggested change. Once the form is complete, please return to the District Administrator Administrative Assistant in the District Office, prior to each quarterly Employee Handbook Committee meeting. The Employee Handbook Committee will review, all suggested changes submitted by employee groups during each of the first three quarters of the school year, and the Committee Chair will forward recommendations to the Board of Education. The Board of Education will approve suggested changes quarterly, after three readings, with implementation July 1 of each year.

Employee/School Board Member Name: Lisa Christensen

Employee Handbook Part: 1

Employee Handbook Page/Section/Section #: p 36/13.02/D, 1

**Suggested Revision:**

How This Revision Furthers the Mission of the District (stated in policy #152, second paragraph,

add a letter E. which states:  
D  
1.  
e. provide written notice by April 1st of the intention to return to work the following school year or 60 days notice if the leave was less than 1 year.

last sentence):

\*\*\*\*\*

**DISTRICT OFFICE USE ONLY**

Form received: 3-16-15 Khr

Form reviewed by Policy Committee: \_\_\_\_\_

Board of Education Approval of Change: YES \_\_\_ or NO \_\_\_; Action Date \_\_\_\_\_

Cost Impact and Amount: 0

Legal Impact: not aware of any legal impact

13.02 – Unpaid Leave of Absence – Other Than Medical Reasons

D. Leave Clarification:

1. All employees on leave of absence as stated in paragraphs A-C above shall:
  - a. retain all accumulated sick leave and years of experience as had been earned prior to taking the leave,
  - b. be guaranteed a position in the District upon returning from leave, unless nonrenewed or laid off,
  - c. remain eligible for inclusion in all of the District's group insurance at the expense of the employee, and
  - d. not accrue sick leave, retirement, or other benefits which are at cost to the employer or the District during the time of the leave.

Add:

- e. Provide written notice by April 1<sup>st</sup> of the intention to return to work the following school year or 60 days notice if the leave was less than one year.

# EVANSVILLE COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK PROPOSED CHANGE Effective Upon Board Approval July 1, Of Each Year

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Employee/School Board Member Name: Kim Katzenmeyer

Employee Handbook Part: Part I

Employee Handbook Page/Section/Section #: Section 8; 8.05 Sick Leave Bank

Suggested Revision: Strike part 2 and part 4 under D. Eligibility (see below)  
How This Revision Furthers the Mission of the District (stated in policy #152, second paragraph,

2. The requesting employee must have completed one (1) contract year in the District.  
4. No employee shall be eligible to withdraw more than ninety (90) days during the employee's employment in the District.  
We believe striking these two statements better fits the intent of the language, considering ALL requests go through the sick leave bank committee. The committee should have the option to approve or decline requests based on individual merits and circumstances and ALL employees should be able to request days, regardless of time in the district.

last sentence):

\*\*\*\*\*

### DISTRICT OFFICE USE ONLY

Form received: 3-20-15 KW

Form reviewed by Policy Committee: \_\_\_\_\_

Board of Education Approval of Change: YES \_\_\_ or NO \_\_\_; Action Date \_\_\_\_\_

Cost Impact and Amount: 0

Legal Impact: not aware of any legal impact

### Sick Leave Bank

- D. Eligibility: The Sick Leave Bank is intended to provide for hardship cases, including but not limited to catastrophic illness and/or injury. The Sick Leave Bank Review Committee shall have the final say over the granting of Sick Leave Bank days. The Committee's decisions may not be appealed through the grievance procedure. The Committee shall use the following criteria:
1. The requesting employee must have exhausted all of his/her reimbursable days.
  2. ~~The requesting employee must have completed one (1) contract year in the District.~~
  3. An employee may request days retroactive to the first day of the onset of an illness or injury.
  4. ~~No employee shall be eligible to withdraw more than ninety (90) days during the employee's employment in the District.~~





# EVANSVILLE COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK PROPOSED CHANGE Effective Upon Board Approval July 1, Of Each Year

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Employee/School Board Member Name: Jerry Roth

Employee Handbook Part: Part II - Certified Staff

Employee Handbook Page/Section/Section #: pg. 43, 2.02 - Lane Advancement

Suggested Revision:

How This Revision Furthers the Mission of the District (stated in policy #152, second paragraph,

Remove this section as is not being followed because lane movement does not exist.

last sentence):

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### DISTRICT OFFICE USE ONLY

Form received: 3-6-15, LR

Form reviewed by Policy Committee: \_\_\_\_\_

Board of Education Approval of Change: YES \_\_\_ or NO \_\_\_; Action Date \_\_\_\_\_

Cost Impact and Amount: 0

Legal Impact: Removes risk of legal ramifications of not following policy

## Section 2

## PROFESSIONAL GROWTH

### 2.01 Requirement for Remaining 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.

### 2.02 Lane Advancement

Teachers planning any movement on the salary schedule for the following school year must submit a Salary Schedule Movement form to the District Office on or before the last day of classes for the Evansville Community School District. Each year, forms will be placed in the faculty lounge in each building or will be available from the District Office.

- A. Teachers who complete credits before the first day of classes and provide the District Office with transcripts (other official documents may be used until official transcripts are available) will receive full lane movement.
- B. Teachers who earn credits during the District's first semester will be moved to the next lane at the start of the second semester. Teachers who make a lane advancement will receive one half of the full year lane advancement salary increase for the second semester.
- C. Salary Advancement Consistent With P.I. 34
  1. Teachers who are working to qualify their licenses consistent with the requirements of P.I. 34 will advance to the BA+6 lane on the salary schedule after completion of their first professional development plan (PDP) provided the PDP is consistent with and supports building and/or District goals for the school years in which it is developed. Teachers may use PDP completion only one time to move a lane prior to obtaining a Master's Degree.
  2. Once a teacher has reached the Master's lane on the salary schedule, his/her completion of each subsequent PDP will be equivalent to earning six (6) credits for movement on the salary schedule provided the PDP is consistent with and supports building and/or District goals for the school years in which it is developed or has written approval of the District Administrator.
  3. Teachers may advance a lane on the salary schedule for either PDP completion or for credits earned. Credits may be used as part of a PDP or toward a six (6) credit advancement, but not both.



# EVANSVILLE COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK PROPOSED CHANGE Effective Upon Board Approval July 1, Of Each Year

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Employee/School Board Member Name: Doreen Treuden

Employee Handbook Part: Certified Staff

Employee Handbook Page/Section/Section #: p. 57/sec 8/C3b

Suggested Revision:

How This Revision Furthers the Mission of the District (stated in policy #152, second paragraph,

The annual deposit for retiree HRA accounts is not related to insurance industry trends.

last sentence):

\*\*\*\*\*

DISTRICT OFFICE USE ONLY

Form received: 3-20-15,lr

[Empty rectangular box for signature or stamp]

Form reviewed by Policy Committee: \_\_\_\_\_

Board of Education Approval of Change: YES \_\_\_ or NO \_\_\_; Action Date \_\_\_\_\_

Cost Impact and Amount: 0

Legal Impact: not aware of any legal impact

Current language:

- a. participants who have taught at least fifteen (15) full-time equivalent years in the District shall receive an annual payment of \$13,754 for four (4) consecutive years (or until eligible for Medicare) to be deposited into their HRA account. The amount of the annual payment will be determined by the Board annually, based on insurance industry trends.

Proposed language:

- a. participants who have taught at least fifteen (15) full-time equivalent years in the District shall receive an annual payment of \$13,754 for four (4) consecutive years (or until eligible for Medicare) to be deposited into their HRA account. The amount of the annual payment will be determined by the Board annually, ~~based on insurance industry trends.~~



# EVANSVILLE COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK PROPOSED CHANGE Effective Upon Board Approval July 1, Of Each Year

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Employee/School Board Member Name: Doreen Treuden

Employee Handbook Part: Certified Staff and Support Staff

Employee Handbook Page/Section/Section #: p. 57/sec 8/C4 and p. 74/sec 11/D

Suggested Revision:

How This Revision Furthers the Mission of the District (stated in policy #152, second paragraph,

The language for survivorship of retirement benefits needs <sup>to</sup> match the District HRA plan document. <sub>1</sub>

last sentence):

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### DISTRICT OFFICE USE ONLY

Form received: 3-20-15/kr

Form reviewed by Policy Committee: \_\_\_\_\_

Board of Education Approval of Change: YES \_\_\_ or NO \_\_\_; Action Date \_\_\_\_\_

Cost Impact and Amount: 0

Legal Impact: Current language is not in compliance with tax law related to HRA (domestic partner)

Current language:

If an employee dies prior to exhausting the HRA benefit, the payments shall continue to be made into the HRA account, and the spouse/domestic partner, and/or dependent(s) eligible for employee's health insurance benefit shall receive the remainder of the benefit per the terms of the HRA plan. If there are none, no payment will be made to an estate.

Proposed language from HRA Plan document approved by BOE:

If a Participant dies prior to exhausting his vested account balance, the Participant's surviving spouse and/or dependents are eligible to be reimbursed under this Plan for their eligible medical expenses until the vested account balance is exhausted. In the event of the death of the Participant, the Participant's spouse, and all of the Participant's qualifying dependents, any funds remaining in the account shall be forfeited in accordance with the Plan's provisions. Forfeited funds shall reduce future Employer contributions. Reference: Health Reimbursement Arrangement Plan for the Evansville Community School District dated July 1, 2010.

# EVANSVILLE COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK PROPOSED CHANGE Effective Upon Board Approval July 1, Of Each Year

If you have a suggestion for an Employee Handbook change, please work with your employee group/representative to complete a form for each suggested change. Once the form is complete, please return to the District Administrator Administrative Assistant in the District Office, prior to each quarterly Employee Handbook Committee meeting. The Employee Handbook Committee will review, all suggested changes submitted by employee groups during each of the first three quarters of the school year, and the Committee Chair will forward recommendations to the Board of Education. The Board of Education will approve suggested changes quarterly, after three readings, with implementation July 1 of each year.

Employee/School Board Member Name: Support Staff members of Compensation Committee

Employee Handbook Part: Support Staff Leave Benefits

Employee Handbook Page/Section/Section #: Pg. 70 & 73/Section 9/Section 9.01 C & Section 11 11.02 A & 11.03

Suggested Revision:

How This Revision Furthers the Mission of the District (stated in policy #152, second paragraph,

See Attached.  
Pg. 70, C. Sick Days - We do not understand the Maximum Accumulated Sick Hours between the two columns: prior to 7/1/2003, staff receive less accumulated hours than the staff hired after 7/1/2003. Our questions: Is this correct? Are the dates correct? Is this equitable across the District?  
Pg. 73 - 11.02/11.03 - Retirement Benefits - If the hours are changed on page 70, should the 680 hours addressed in this section be changed also?

last sentence):

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DISTRICT OFFICE USE ONLY

Form received: 3-19-15/ck

Form reviewed by Policy Committee: \_\_\_\_\_

Board of Education Approval of Change: YES \_\_\_ or NO \_\_\_; Action Date \_\_\_\_\_

Cost Impact and Amount: increases employee post employment benefit liability

Legal Impact: not aware of any legal impact

\* The BOE voted to "grandfather" all support staff with 10+ years of experience as of 7/1/2013.

With changes from December 1<sup>st</sup> Proposed Changes -- this section will look like this:

## Section 9 LEAVE BENEFITS

### 9.01 Sick, Personal, Bereavement, Leave Benefits

*Refer to Policies: 529.4 – Use of Sick Days*

*529.1 – Family & Medical Leave*

When employees are requesting to use benefit time they will not be expected to find a substitute to cover the time off. Designated administrator or designated personnel may reassign staff to cover for absences.

- A. Personal: All employees will receive three (3) days a year for personal or business leaves. If these days are not taken, they will accumulate each year as sick leave. Requests for personal time should be made at least 24 hours in advance unless it is an unforeseen emergency.

Note: Food Service Employees hired before July 1, 2003, are eligible for 3-5 days of personal leave (refer to Collective Bargaining Agreement dated June 30, 2013).

- B. Funeral/Bereavement:

See All Employees, Section 10 – Bereavement Leave.

- C. Sick Days: The full allowance for sick leave for the school year will be credited at the beginning of the school year.

It is the employee's responsibility to inform his/her administrator or their designee of their need to use sick time. In the event an employee is going to be out for three (3) or more consecutive days, they need to contact the District Office regarding FMLA.

- D. Allocations: If an employee fails to complete the full school year for reasons other than illness, such leave may be pro-rated on the basis of one (1) day per month based upon the percentage of student contact days completed. Sick and personal leave will be deducted based on actual time off in fifteen (15) minute intervals.

Number of Days Worked in a School Year	Sick Days Hired Prior to July 1, 2003	Sick Days Hired After July 1, 2003
180-196 (9 month)	6 Sick days	6 Sick days
197-229 (10 month)	7 Sick days	7 Sick days
230 -259 (11 month)	8 Sick days	8 Sick days
260 (12 month) (Custodian/Cleaner)	12 Sick days	9 Sick days
260 (12 month) (All Other)	10 Sick days	9 Sick days



Number of Days Worked in a School Year	Maximum Accumulation of Sick Hours Hired Prior to July 1, 2003	Maximum Accumulation of Sick Hours Hired After July 1, 2003
180-196 (9 month)	825 880	880
197-229 (10 month)	825 880	880
230 -259 (11 month)	825 880	880
260 (12 month) (Custodian/Cleaner)	960	880
260 (12 month) (All Other)	825* 880*	880

\*Administrative Assistants hired before July 1, 1993, maximum accumulated sick hours is 907.5

Section 11

RETIREMENT BENEFIT

This number exceeds the maximum for employees starting before July 1, 2013

11.01 Wisconsin Retirement System (WRS) Contributions

All qualified regularly employed full-time and part-time support staff personnel shall pay 100% of the employee's required contribution into the WRS as required by state statute.

11.02 Retirement Benefits for Educational Assistants, Secretaries, Clerks, and Technology Specialists and Food Service Hired Before July 1, 2013

A. Employees, who retire from the District after fifteen (15) years or more of District employment and are age 55, shall be paid \$12.50 per hour for up to 880 hours of accumulated unpaid sick leave into a non-elective TSA after the employee's retirement. (This amount is not to exceed a total of \$11,000.) This severance benefit is not subject to WRS contributions.

B. Employees, who have reached the age fifty-five (55) and have been employed full-time by the District for fifteen (15) years, shall be entitled to receive \$5,852.88 per year for three (3) years (or until eligible for Medicare) deposited into their HRA account. These HRA funds are fully vested from the initial payment.

11.03 Retirement Benefits for Administrative Assistants Hired Before July 1, 2012

Employees, who retire from the District after fifteen (15) years or more of District employment and are age 55, shall be paid \$12.50 per hour for up to 880 hours of accumulated unpaid sick leave into a non-elective TSA after the employee's retirement. (This amount is not to exceed a total of \$11,000.) This severance benefit is not subject to WRS contributions.

A. The Board of Education of the Evansville Community School District on behalf of those classified as administrative assistants in the District agree to establish a Health Reimbursement Arrangement (HRA) for administrative assistants as a retirement benefit.

B. An administrative assistant may elect to retire at the conclusion of a school year provided that person has reached age fifty-five (55) no later than September 1<sup>st</sup> of the next school year.

C. The Board will make payments into a Health Reimbursement Arrangement (HRA) account on behalf of administrative assistants as follows:

1. an administrative assistant who currently has at least 10 full-time equivalent years in the District is entitled to receive \$13,754 per year for three (3) years (or until eligible for Medicare) deposited into an HRA by August 20 of the year of retirement. These HRA funds are fully vested upon the initial payment, and

an administrative assistant who currently has at least 15 full-time equivalent years in the District is entitled to receive \$13,754 per year for four (4) years (or until eligible for Medicare) deposited into an HRA by August 20 of the year of retirement. These HRA funds are fully vested upon the initial payment.

# EVANSVILLE COMMUNITY SCHOOL DISTRICT

## Open Enrollment Committee Meeting Minutes

The Evansville Community School District Open Enrollment Committee met October 27 at 8:30 am in the District Board and Training Center.

### **Attendance**

Melissa Hammann and Mike Czerwonka attended. Amanda Koenecke was absent.

### **Approve Minutes**

The minutes of the June 19, 2014, meeting were approved with no changes.

### **Review Open Enrollment Survey Data/ Determine How to Categorize Student Data to Update Board Report to the Board in November**

The 2014-15 Open Enrollment Out survey conducted by Mr. Czerwonka was reviewed for categorizing similarly to the 2013-14 data. Mr. Czerwonka noted that families were happy to see that the District was following up on their decision to enroll out in an effort to do what it can to address their personal concerns, if any, in enrolling out of the district. He also indicated that the survey process itself served as a marketing tool to inform families that the Board is responding with new programs such as 4K and JEDI to address some of the problems noted.

There was also follow-up conducted with families that open enrolled out last year to gauge their level of satisfaction with their new districts and what characteristics encouraged families to stay enrolled out to non-resident districts.

### **Review Changes in Enrollment and Financial Impact to the Various New Programs (JEDI and Alternate Education Program, Including GEDO2)/Discuss Strategy Going Forward**

The Power Point presentation planned for the November 12 Board meeting was reviewed for any changes needed.

Discussion followed regarding financial vs. student oriented discussion. It was concluded that a balance of both is important. Discussion continued regarding up front planning in Middle School to alleviate scheduling problems at the High School level to alleviate some of the JEDI singleton overlap with in-house offerings. It was determined that the Open Enrollment survey data should remain separate year to year for comparison with the baseline data. Efforts going forward should be made to focus on new applications out and in only as well as the follow-up calls to see how people found their open enrollment experience to be the previous year. This could inform programs going forward.

### **Action Items**

Mr. Czerwonka will provide OE In data to include in the presentation. Discussion indicated the information needs to be to Ms. Mosher by November 3.

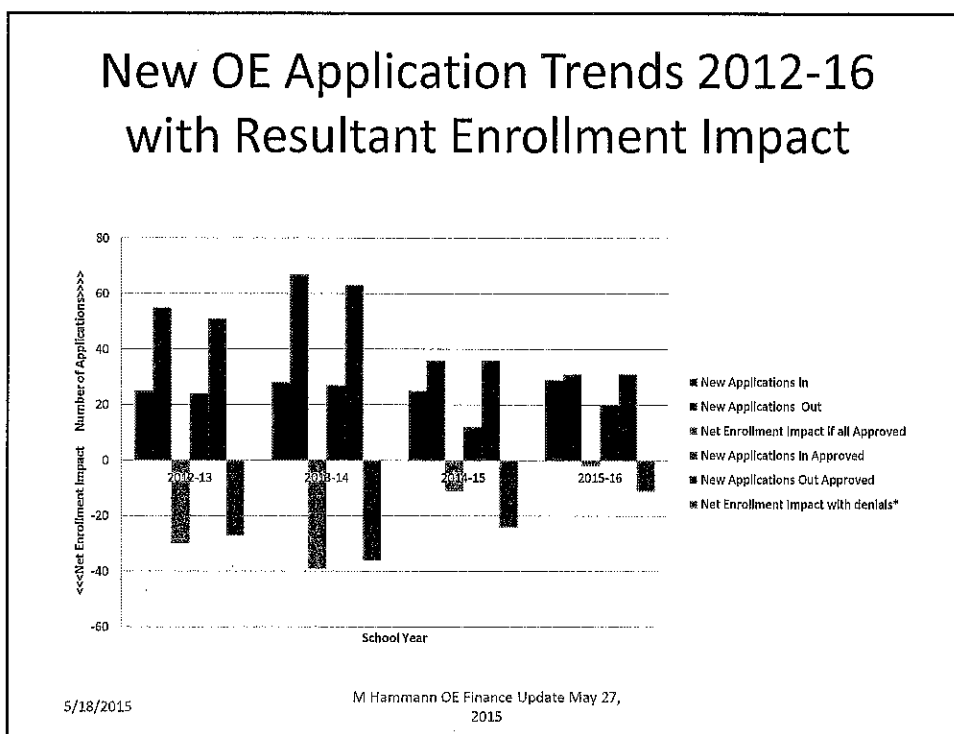
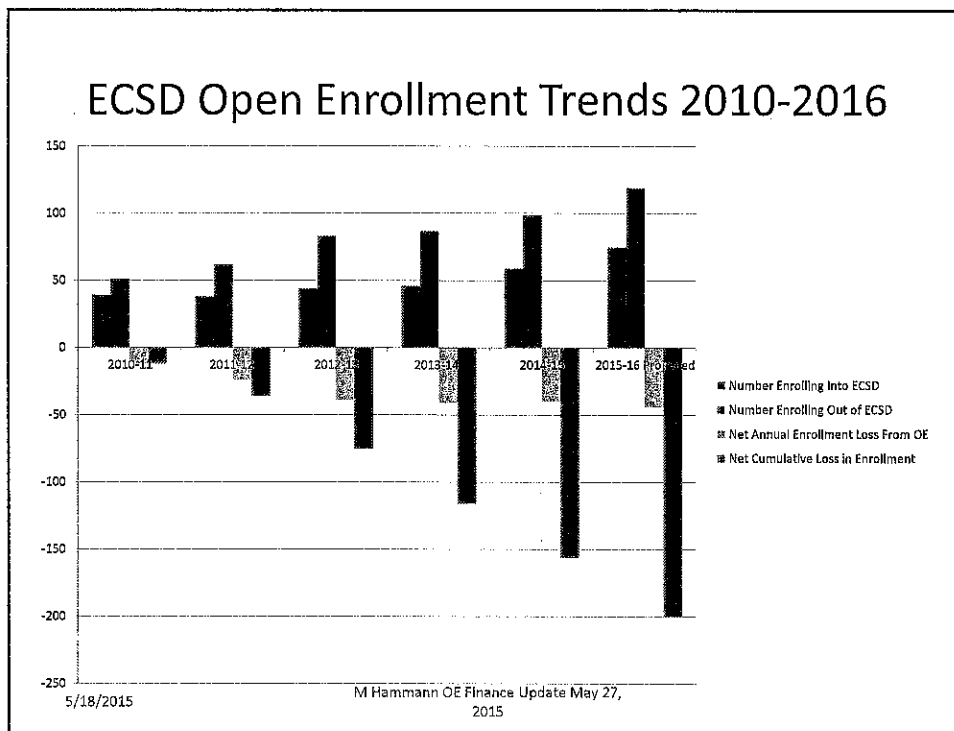
Ms. Hammann will update the slides to include recent revenue data from Ms. Treuden for program financial summaries, implement changes discussed and send to Ms. Mosher by November 3 for including in the Board packet for the November 12 meeting.

### **Set Next Meeting and Agenda**

No meeting set at this time. Suggestion to have a quarterly meeting to give updates on each programs offered by the District.

Meeting ended at 9:55 am.

Submitted by Melissa Hammann, Chair



## Enrollment Observations

- 2015-16 New Applications for Enrollment In nearly equaled those for Enrollment Out. Previously, enrollment out far exceeded enrollment in applications. This is the first step toward a net zero deficit attributable to the Open Enrollment Process.
- It will take a number of years of maintaining equal in and out applications AND their acceptances to balance the overall program.
- Denial of 9 of the OE applications changed the net student loss due to new applications this year from 2 to 11.

5/18/2015

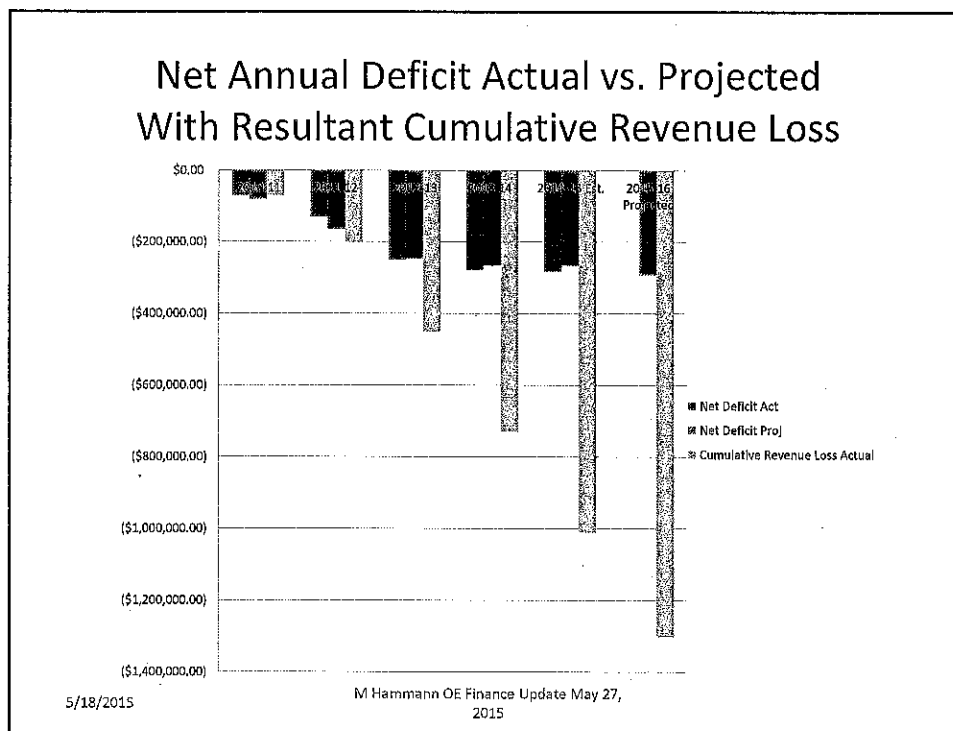
M Hammann OE Finance Update May 27,  
2015

## Enrollment Observations

- The decrease in students applying to enroll out to virtual programs from 16 in 2014-15 to 3 this year has been the single greatest contributing factor to the near balance in new OE applications this year.
- The worst case scenario last year predicted a net 52 enrolled out which is currently at a net 40 out. Using the same process, next year's projected 44 out could be reduced to about 34.

5/18/2015

M Hammann OE Finance Update May 27,  
2015



## Finance Observations

- The annual net revenue loss to the district is increasing annually, approaching \$300,000.
- The 5 year revenue loss to the district will exceed \$1 Million Dollars this year.
- ECSD has experienced consistent and significant net losses in enrollment since 2007-08, resulting in a projected cumulative revenue loss since that time of over \$1.5 Million Dollars by July 1, 2016.

5/18/2015

M Hammann OE Finance Update May 27,  
2015

## Recommendations

- Continue using strategies that create a minimum of net zero in new open enrollment applications. Preliminary data suggests the JEDI program has helped greatly and should continue to be a focus.
- Determine a strategy that will enable the board to accept OE applications that minimizes the net impact on enrollment. If the Board continues to accept significantly more OE Out applications than OE Ins, the net loss in enrollment due to OE will never reach the minimum goal of zero. This exceeds the purview of the OE Committee.

5/18/2015

M Hammann OE Finance Update May 27,  
2015

## Suggestions for Net Zero Strategy

- Determine the potential lost revenue from denied Enrollment In applications for lack of space with current staffing and balance it against the salary and benefits necessary for a new teacher. What number of students would justify a new hire? Can this be considered independent of the net Enrollment Impact?
- Example: 8 KG students denied this year at \$6635 per student = \$53,080 in lost revenue. Last year we denied 13-17 students K-5 at \$6635 per student = up to \$112,795 in lost revenue. The 2 year total in lost revenue from these denials is up to \$165,875. Does this information suggest a staff increase should be considered or does the sustained net negative enrollment impact make this approach impracticable?

5/18/2015

M Hammann OE Finance Update May 27,  
2015

## Recommendations

- We need a strong marketing campaign for the ECSD. We lost more 4K students to open enrollment than we gained. This needs to change to maintain a positive enrollment impact on from 4K.

5/18/2015

M Hammann OE Finance Update May 27,  
2015



## Revised Proposed Schedule for Open Enrollment Updates

5/14/15 M Hammann Chair OE Committee

Place on the schedule at the Committees of the Whole during the second meeting of the month.

### **1). May meeting:**

Present open enrollment summary projections for the following school year put into context with previous 5 years. Review recommendations made in November to stem net negative OE flow.

### **2). August meeting:**

Present summary of JEDI program for the previous year and recommendations for the following year, including finance update.

### **3). September meeting:**

Present summary of 4K program with finance update.

### **4). October meeting:**

Present summary of GEDO2/Alt. Ed program with finance update.

### **5). November meeting:**

Present summary of annual OE survey.

## EMPLOYEE HANDBOOK

The Evansville Community School District Employee Handbook is set by statutes and District policies. In case of a direct conflict between the Employee Handbook, and any specific provisions of an individual contract, the individual contract shall control.

An Employee Handbook Committee shall be established consisting of the three (3) Board members, District Administrator, and one (1) employee representative from each employee group. The Committee will meet one time during each of the first three quarters of the school year, and the Committee Chair will forward recommendations to the entire Board during the Board's second meeting of the month. The Board will approve suggested changes quarterly, after three readings, with implementation of approved changes effective July 1 of each year.

The Committee will discuss and review all proposals regarding the Employee Handbook and forward recommendations to the Board for review and approval. Proposals may originate from administration, the Board and/or employees. ~~In all cases,~~ Proposed new or revised Employee Handbook sections shall state their potential contribution in furthering the mission of the District. **In some cases a proposed change will be considered a housekeeping item and will not go to the Committee or the Board. These changes have been identified as those that will not affect the functioning of or performance of any employee group. A list of these items may be found on the District website with the Employee Handbook.**

### Insert new paragraph break

An Employee Handbook section shall be adopted or amended after the Board has had three opportunities to read and discuss the proposals at successive Board meetings. Where implementation of a new or revised Employee Handbook section needs to occur prior to the next board meeting, the Board may approve the section of the Employee Handbook at the meeting where the first or second readings occur.

The Employee Handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, the Employee Handbook should not be considered all inclusive. Copies of Board Policies and the Employee Handbook are available in each administrative office to all personnel and are on the District website at [www.ecsdnet.org/](http://www.ecsdnet.org/). 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 Evansville Community School District Board of Education.

Legal Ref.: Section 120.12(2) Wisconsin Statutes (School Board Duties)

Local Ref.: Policy #151- Board Policy Development  
Employee Handbook, Appendix A

**To replace our current policy –**

**FAMILY & MEDICAL LEAVE**

**A. General Provisions**

It is the policy of the Evansville Community School District (ECSD) to grant up to 12 weeks (or 26 weeks, if leave is taken to provide care for wounded military personnel) of family and medical leave during a 12-month calendar period to eligible employees, in accordance with the Family and Medical Leave Act (FMLA), and 2 and/or 6 weeks of leave under the Wisconsin Family and Medical Leave Act (WFMLA). In most cases, FMLA and WFMLA will run concurrently, so that employees will generally be limited to a maximum of 12 weeks of leave in any 12-month period.

**B. Eligibility**

*Under the FMLA*, the employee must meet all of the following conditions:

1. The employee must have worked for ECSD at least 12 months (these 12 months need not have been consecutive);
2. The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the leave would begin; and
  - This calculation includes only actual hours worked, and will not include any holiday, vacation, sick time, or other forms of paid leave that may occur during the relevant 12-month review period, regardless of whether such time is counted as hours worked for overtime purposes.
  - This calculation includes all periods of absence from work due to or necessitated by military service (active duty and reserve) under ECSD's Military Leave policy.
3. The employee must work in an office or worksite where 50 or more employees are employed within 75 miles of that office or worksite. (Remote employees with no fixed office or who work out of their home will be treated as though they work in the office to which they report.)

*Under the WFMLA*, in order to qualify to take family and medical leave the Wisconsin employee must meet all of the following conditions:

1. The employee must have worked for the ECSD for more than 52 consecutive weeks; and
2. The employee must have worked at least 1000 hours during the 52-week period immediately before the date when the leave would begin (this calculation includes holiday, vacation, sick time, or other forms of paid leave).

**C. Reasons for Leave**

In order to qualify as FMLA leave under this policy, the employee must be taking the leave for one of the reasons listed below:

1. The birth of a child; (*also qualifies for WFMLA leave*);
2. The adoption of a child, or the placement of a child with the employee for foster care; (*adoption of a child also qualifies for WFMLA leave*);

3. The employee's own serious health condition (a "serious health conditions" under the FMLA includes those requiring inpatient care, those involving a doctor's visit plus follow up treatment that results in more than 3 days of incapacity, or chronic health conditions accompanied by continuing care from a licensed health care provider); *(also qualifies for WFMLA leave)*;
4. To care for a spouse, child or parent with a serious health condition; *(also qualifies for WFMLA leave, and additionally the WFMLA allows leave to care for an in-law or stepparent with a serious health condition)*;
5. To care for a domestic partner (registered or unregistered) with a serious health condition; or to care for a domestic partner's parent with a serious health condition *(only permitted under the two-week family leave allotment under WFMLA)*;
6. Due to a "qualifying exigency" for the spouse, children or parents of individuals who are on, or are about to be on, "covered active duty";
  - (A "qualifying exigency" includes attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings, and care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty, as defined in applicable Department of Labor regulations)
  - ("Covered active duty" means members of either the regular or reserve components of the Armed Forces and National Guard who have been deployed to a foreign country)
7. To provide care for a "covered service member" with a serious injury or illness incurred or aggravated in the line of duty while on active duty (employees eligible to take caregiver leave include the spouse, children, parents and next of kin of military personnel).

Employees with questions about whether their leave needs may be covered under this policy are encouraged to consult with the Business Manager.

#### D. Duration of Leave

##### *12 Weeks*

*Under the FMLA*, eligible employees can take up to 12 weeks of leave under this policy during a 12-month calendar period (except for leaves taken to provide care for wounded military personnel). ECSD will use a calendar year as the 12-month period.

##### *2 or 6 Weeks*

*Under the WFMLA*, eligible employees can take up to 6 weeks of leave in a calendar year for the birth or adoption of a child, up to 2 weeks of leave in a calendar year for their own serious health condition, and up to 2 weeks of leave in a calendar year to care for a spouse, domestic partner (registered or unregistered), parent (including parents in-law or your domestic partner's parents) or child with a serious health condition.

In most cases, absences under this policy will be covered by both the FMLA and the WFMLA. As a result, the FMLA leave and the WFMLA leave will run concurrently, i.e., the leave will be counted against the employee's leave allowances under both leave programs.

##### *26 Weeks*

For all FMLA covered leaves taken to provide care for wounded military personnel, eligible employees can take up to 26 weeks of leave under this policy during any single 12-month

period. Leave under this provision of the FMLA is limited to a single 26-week leave period on a per covered service member, per injury basis (i.e., employees will not be eligible for anything more than 26 weeks of leave for any single injury that an individual service member may suffer).

As required by law, the 12 month period for determining whether an employee has exhausted his or her 26 weeks of leave will be on a looking forward basis that will begin on the first day that leave begins to provide care for wounded military personnel (this is true regardless of the 12 month period ECSD uses for all other forms of FMLA leave). Leave taken to provide care for wounded military personnel is not exclusive of other forms of FMLA leave, and any leave taken for other FMLA purposes will count against the 26 weeks that may be available to provide care for wounded military personnel. Similarly, any leave taken to provide care for wounded military personnel will be applied against the 12 weeks available for other forms of FMLA leave.

#### E. Employee Benefits During Leave

While an employee is on leave under this policy ECSD will continue the employee's health and dental benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. While on a paid leave, ECSD will continue to make payroll deductions as normal to collect the employee's share of the premiums.

ECSD will continue to provide health and dental insurance benefits until the employee ceases to be eligible under the terms, conditions, and limitations of the applicable plans. While on unpaid leave, employees will continue to be responsible for their share of the insurance premiums, and will be required to make monthly payments while out on leave. The premium payments must be received in the Accounting Department by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

If the employee chooses not to return to work, for reasons other than a continued serious health condition, ECSD may require the employee to reimburse ECSD the amount it paid for the employee's health insurance premium during the leave period.

#### F. Use and Accrual of Paid and Unpaid Leave

Both FMLA and WFMLA leaves under this policy are unpaid. However, employees may choose to use any available vacation, personal time, and/or sick time during any family and medical leave. Vacation, personal and sick leave is taken as part of the family and medical leave, not in addition to such leave. ECSD will require employees to use their vacation, personal time off and/or sick time during FMLA leave after any WFMLA leave has expired.

Leave that qualifies for workers' compensation, short-term disability, or other wage replacement benefits may still be covered by the FMLA and WFMLA (even though the leave is paid), and will count against the employee's overall FMLA balance.

Benefit accruals, such as holiday, personal time off, vacation and sick leave, will be suspended during the unpaid portions of the leave, and will resume upon return to active employment.

#### G. Intermittent Leave or a Reduced Work Schedule

Under the FMLA, in addition to taking leave in consecutive blocks of time, eligible employees may be allowed to take time off intermittently (i.e., reduced workweeks or reduced workdays) if needing leave for one of the following reasons:

1. The employee's serious health condition; *(also qualifies for intermittent leave under the WFMLA)*;
2. The serious health condition of a spouse, parent or child; *(also qualifies for intermittent leave under the WFMLA)*; To provide care for a "covered service member" with a serious injury or illness incurred or aggravated in the line of duty while on active duty; or
3. Due to a "qualifying exigency" for the spouses, children or parents of individuals who are on, or are about to be on, active military duty.

To qualify for intermittent leave, the employee must show that the intermittent leave is medically necessary or related to a "qualifying exigency." If leave is taken on an intermittent or reduced leave schedule due to foreseeable leave needs (other than qualifying exigencies), ECSD may temporarily transfer an employee to an alternative position with equivalent pay and benefits. Intermittent leave may be available in other circumstances, as required by law.

#### H. Certification of the Need for Leave

ECSD may ask for certification to verify the need for leave for the reason requested by the employee. The employee must respond to such a request within 15 days of the request, or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of the leave. ECSD may also require recertification during the leave to verify the status of the need for leave.

ECSD may directly contact the health care provider or other third-party to verify and clarify information contained in the certification. Employees are responsible for signing or obtaining any authorization necessary to permit the health care provider or other third party to provide ECSD with the required information.

ECSD has the right to ask for a second opinion of a certification of a serious health condition. Should we choose to do so, we will pay for the employee to get a certification from a second health care provider, which we will select. If it is necessary to resolve a conflict between the original certification and the second opinion, we will require the opinion of a third health care provider. ECSD and the employee will jointly select the third doctor, and we will pay for the opinion. This third opinion will be considered final.

#### I. Returning From Leave

Employees taking leave under this policy will be returned to the same jobs they held when their leaves began. If this is not feasible, employees will be returned to a position that entails substantially equivalent skill, effort, responsibility and authority as the position they had previously held. The only exceptions to this rule will be in circumstances of layoffs or reorganizations, where the employees' positions would have been eliminated even if they had not been on leave. Employees returning from a leave of absence for their own serious health condition, may be required to provide a fitness for duty assessment.

#### J. Procedure for Requesting Leave

When an employee plans to take leave under this policy, the employee must give ECSD 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee undergoing planned medical treatment is required to

make a reasonable effort to schedule the treatment to minimize disruptions to ECSD's operations. If an employee fails to provide 30 days' notice of foreseeable leave, the leave request may be denied until at least 30 days from the date we received notice.

All employees requesting leave under this policy must submit the request in writing to their immediate supervisors, with a copy to the Business Manager. Where the need for leave is not foreseeable, employees must verbally notify their supervisors of the need for leave as soon as possible, and follow ECSD's normal call-in procedures for unexpected absences. Failure to follow our normal call-in procedures under such circumstances will be treated like any other violation of our call-in procedures, and may result in discipline or termination, even though the leave itself would otherwise be covered by the FMLA. Employees may be required to confirm their need for FMLA leave in writing after giving verbal notice.

While on leave, employees may be required to periodically report to ECSD regarding the status of their intent to return to work.

K. Rights, Remedies, and Additional Information

ECSD fully complies with the provisions of the FMLA. Accordingly, any employee who has questions regarding this policy is encouraged to contact the Business Manager. Further information on your rights and remedies under the FMLA can be located on the FMLA poster (which can be found on the employee bulletin board in each building) or on the District website.

Additional information about the WFMLA may be found at the following website:  
[http://www.dwd.state.wi.us/ER/family\\_and\\_medical\\_leave/default.htm](http://www.dwd.state.wi.us/ER/family_and_medical_leave/default.htm).

Legal Ref.: Section 103.10 Wisconsin Statutes (Family or Medical Leave)  
DWD 225, Wisconsin Administrative Code  
Federal Family and Medical Leave Act (29 C.F.R. – Part 825)

**REPLACE WITH NEW POLICY****FAMILY & MEDICAL LEAVE**

Absent extenuating circumstances, you must provide the Evansville Community School District with a completed FMLA Request Form, available from the Business Office, before leave taken under this Policy is to begin.

This Family and Medical Leave Policy is intended to conform to, and not exceed, the requirements of the federal Family and Medical Leave Act of 1993, as amended (“FMLA”), and the Wisconsin Family and Medical Leave Act (“WFMLA”). This Policy is intended to comply with applicable laws and does not necessarily incorporate all provisions of such laws directly into the personnel policies of the Evansville Community School District (the “District”). This Policy does not repeat every provision of the FMLA’s or the WFMLA’s statutory or regulatory requirements. You may contact the Business Office if you have specific questions regarding the FMLA, WFMLA, or this Policy.

Family and medical leave taken under this Policy may be covered by federal law, state law, or both. When leave is taken by employees under this Policy it is governed by both federal and state law, the more generous provision will supersede in the event of a conflict. However, when leaves are governed by state or federal law, but not both, the applicable law will control under this Policy. In this regard, you should note that certain leaves may be covered by both state and federal law for only a portion of the leave.

Eligibility For Leave

Employees are eligible for family and medical leave under Wisconsin law if they have been employed by the District for at least 52 consecutive weeks and have worked 1,000 hours during the 52-week period prior to the time leave begins. Employees are eligible for family and medical leave under federal law if they have been employed by the District for at least 12 months and have worked 1,250 hours in the 12-month period prior to the time leave begins and are employed at a worksite where 50 or more employees are employed by the District within a 75-mile radius.

Amount of Leave Available

Wisconsin law allows eligible employees to take the following leave in a calendar year:

1. Up to 6 weeks of family leave for the birth or adoption of a child.
2. Up to 2 weeks of family leave to care for a child, spouse, domestic partner, and parent or parent-in-law (including the parent of a domestic partner) suffering from a serious health condition.
3. Up to 2 weeks of medical leave for an employee to care for his/her own serious health condition that renders him/her unable to work.

Federal law allows eligible employees to take up to 12 weeks of leave in a calendar year for one or more of the following reasons:

1. Family leave for the birth of an employee’s child or because of the placement of a child with the employee for adoption or foster care.
2. Family leave to care for a child, spouse, or parent experiencing a serious health condition.
3. Medical leave for an employee to care for his/her own serious health condition



that renders him/her unable to work.

4. Because of a “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter or parent is a member of the Armed Forces, including the National Guard or Reserves or retired member of the Regular Armed Forces, on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

Federal law also allows eligible employees to take up to a total of 26 weeks of leave in a single 12-month period to care for his/her spouse, son, daughter, parent or next of kin who is a covered service member with a serious injury or illness. Provided, however, that the employee’s total use of FMLA leave for any reason during such single 12-month period is limited to a total of 26 weeks. As permitted by law, any family and medical leave you use will count towards the leave to which you may be entitled under both federal and state laws. Thus, the leave you use may run concurrently under federal law, state law, and the District’s policies. If you are taking paid leave for an absence that qualifies as WFMLA, the District may not require you to use WFMLA for such period of paid leave.

#### Reasons For Which Leave Under This Policy May Be Granted And Rules For The Substitution of Paid Leave

Employees are generally entitled to a total of 12 work weeks (26 work weeks of leave in the case of covered service member leave) of unpaid leave, regardless of the number of events giving rise to leave entitlement during a calendar year, for any one or a combination of the following reasons:

##### A. Birth or Placement for Adoption of a Son or Daughter

An employee may take unpaid leave for the birth or placement for adoption of a son or daughter. The District may require a copy of the birth certificate or adoption document. An employee may take up to 6 weeks of this leave in partial absences (1) as long as such leave does not unduly disrupt the District’s operations and the last increment of a partial absence begins within 16 weeks of the birth or placement and (2) the employee chooses for such leave to count against his or her entitlement under Wisconsin law.

An employee may substitute any earned sick, personal or vacation leave for unpaid leave. For periods of leave covered by federal law only, the District may require the substitution of paid leave. The paid time substituted will not be available later. The leave for birth or placement for adoption must be taken within 12 months after the birth or placement.

##### B. Placement for Foster Care of a Son or Daughter

Unpaid leave may be taken by an employee on the placement for foster care of a son or daughter. The District may require a copy of the foster care placement document. An employee may take this leave in partial absences if the District agrees. An employee may substitute earned paid general leave and vacation leave for unpaid leave. For periods of leave covered by federal law only, the District may require the substitution of paid leave.

##### C. Serious Health Condition of Employee

Unpaid leave may be taken by an employee in the event he/she experiences a serious health condition that prevents the employee from performing the functions of his/her position. Medical leave may be taken all at once or intermittently if medically necessary. If leave is taken in smaller increments, the employee may be transferred temporarily to

another job at the District, except that during any period of leave covered by the WFMLA, the employee must agree to the transfer.

The employee may elect to substitute other earned paid leave such as general leave or vacation leave for the unpaid leave. For periods of leave covered by federal law only, the District may require the substitution of paid leave. Any paid leave used will not be available later. If an employee requires additional leave after the family and medical leave entitlement has expired, the District may, at its sole discretion, grant the employee additional time away from work.

Under federal law, a “serious health condition” under this Policy means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility.
- A period of incapacity of more than 3 consecutive full calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves:
  - In-person treatment two or more times by a health care provider related to the same condition under the following circumstances:
    - the first in-person treatment must occur within 7 days of the first day of incapacity; and
    - the second in-person treatment must occur within 30 days of the first day of incapacity, unless extenuating circumstances exist.
  - In-person treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
  - Any period of incapacity due to pregnancy, or for prenatal care.
  - A chronic condition that requires periodic visits for in-person treatment by a health care provider.
  - A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective.
  - Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider.

Under Wisconsin law, a serious health condition is a disabling physical or mental illness or condition that involves inpatient care or outpatient care that requires continuing treatment of a health care provider.

D. Serious Health Condition of a Spouse, Domestic Partner, Parent, Parent-in-law, Son or Daughter

Unpaid leave may be taken to care for a son, daughter, spouse, or parent with a serious health condition. The District Administrator may require confirmation of a family relationship. Additionally, leave of up to 2 weeks may be available to care for a domestic partner or a parent-in-law (including the parent of a domestic partner) with a serious health condition. Medical leave may be taken all at once or intermittently if medically necessary. If leave is taken in smaller increments, the employee may be transferred temporarily to another job at the District, except that during any period of leave covered by the WFMLA, the employee must agree to the transfer.

An employee may substitute any earned general leave or vacation leave for the unpaid leave. For periods of leave covered by federal law only, the District may require the use of paid leave. This paid time will not be available later. If an employee requires additional leave after the family and medical leave entitlement has expired, the District Administrator or designee may, at his/her sole discretion, grant the employee additional time away from work.

E. Qualifying Exigency Leave (Military)

Federal law allows eligible employees with a spouse, son, daughter or parent who is a member of the Armed Forces, including the National Guard or Reserves, and who is on active duty or call to active duty status in support of a contingency operation to use their general 12-week leave entitlement to address certain “qualifying exigencies.” The District may require confirmation of a family relationship and/or proof of active duty or call to active duty status.

Qualifying exigencies may include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. Eligible employees may not take qualifying exigency leave for family members that are members of the Regular Armed Forces.

The District may require or an employee may substitute any earned vacation, sick or personal time for the unpaid leave. This paid time will not be available later. If an employee requires additional leave after the family and medical leave entitlement has expired, the District may, at its sole discretion, grant the employee additional time away from work.

F. Illness or Injury of Covered Service Member

Federal law also provides a special leave entitlement for eligible employees to take up to 26 weeks of leave in a single 12-month period to care for their spouse, son, daughter, parent or next of kin who is a covered service member. A covered service member is a current member of the Armed Forces, including the National Guard or Reserves, who has a serious illness or injury incurred or aggravated in the line of duty on active duty that may render the service member medically unfit to perform his/her duties for which the service member is undergoing treatment, recuperation or therapy, or is on outpatient status, or is on the temporary disability retired list. The term covered service member also includes a veteran who was a member of the Armed Forces, including the National Guard or Reserves, at any time during the five year period preceding his/her medical treatment, recuperation, or therapy, for a serious illness or injury incurred or aggravated in the line of duty on active duty.

Leave may be taken all at once or intermittently if medically necessary. If leave is taken in smaller increments, the employee may be transferred temporarily to another job at the District.

The District may require or an employee may substitute any earned general leave or vacation leave for the unpaid leave. This paid time will not be available later. If an employee requires additional leave after the family and medical leave entitlement has expired, the District may, at its sole discretion, grant the employee additional time away from work.

### Notifying the District of Your Need For Family And Medical Leave

Absent extenuating circumstances, you must provide the District with a completed FMLA Request Form, available from the Business Office, before leave taken under this Policy is to begin. You will generally be expected to provide at least 30 days' advance notice for foreseeable leave (e.g., an expected birth, placement or adoption for foster care, or planned medical treatment for your own serious health condition or that of a family member). When requesting partial or intermittent leave in connection with child birth or adoption, you must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave.

Where advance notice is not practicable due to uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice must be given as soon as practicable.

If you wish to take leave for a FMLA-qualifying reason for which you have already been approved, you must provide the District specific notice of your need for FMLA-qualifying leave. Simply calling in "sick" will not be sufficient.

When planning medical treatment, you should consult with the District and make a reasonable effort to schedule the leave so as not to disrupt unduly the District's operations, subject to the approval of your health care provider. You are ordinarily expected to consult with the District in order to work out a treatment schedule which best suits your needs, as well as the District's.

### Health Care, Dental Coverage and Other Benefits

During any period of FFMLA/WFMLA leave, an employee will be retained in the employee's elected group health benefit plan on the same basis as if the employee had been continuously employed during the employee's leave period. To continue group health coverage, the employee must continue to make any contributions that the employee made to the plan before taking leave. In some instances, the District may recover the cost of the employer's contributions towards the employee's group health coverage made during the FFMLA/WFMLA leave period if the employee fails to return to work upon the conclusion of the employee's leave.

### Certification and Notices

If leave is requested due to your own serious health condition, the serious health condition of your spouse, child or parent, the serious illness or injury of a covered service member, or for a qualifying exigency, the District requires that the leave request be supported by certification issued by a health care provider or other specified third party. The District's certification forms can be obtained from the Business Office. Failure to provide the District with timely, complete and responsive certification within 15 days of the District's request for certification may result in delay or denial of the leave.

If an employee provides the District with incomplete or insufficient certification, the District will provide written notice to the employee explaining the deficiency in the certification and will allow the employee at least 7 days to cure the deficiency. If such deficiency is not cured, the District may deny the employee's leave request.

The District reserves the right to contact the employee's health care provider to clarify and authenticate a medical certification, as permitted by law.

The District may also request that an employee provide a second health care provider certification from a health care provider chosen, and paid for, by the District. If the original certification and the second certification conflict, a third health care provider agreed upon by the

District and the employee, and paid for by the District, will provide a binding opinion.

#### Return to Position at End of Leave

At the end of an employee's family and medical leave, he/she will be returned to his/her former position, or if the position is filled, to equivalent employment with the District. Employees who wish to return to work before their leave is to end must notify the Business Office at least 2 business days prior to the desired return date. If the reason for leave was due to the serious health condition of the employee, a return to work authorization must be provided to the Business Office before returning to work. If the return to work authorization is not received, the employee's return to work may be delayed until it is received.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, the District requires that employees not provide any genetic information when responding to requests for medical information associated with FFMLA leave. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Employees who request leave and fail to meet the requirements of this Policy for family and medical leave may be denied or delayed leave until the requirements are met.

If you have any questions regarding the operation or interpretation of this Policy, please contact the Business Office. The District reserves the right to modify, amend or terminate this Policy at any time.

Legal Ref.: 29 U.S.C. §2601

Section 103.10 Wisconsin Statutes (Family or Medical Leave)

Revised: ~~November 27, 2000~~

Revised: June 28, 2004

Revised: May 8, 2006

Revised: 1<sup>st</sup> Reading: 5/27/15

671.2

## REIMBURSEMENT OF EXPENSES

The **Evansville Community School** District shall reimburse Board members and staff for actual, reasonable, and necessary expenses incurred in the performance of authorized and approved school business.

Travel expenses eligible for reimbursement may include: meals, transportation, lodging, parking, portage, business-related telephone calls, internet connection, faxes, facsimile, and photocopying. Reimbursement for expenses unrelated to travel are subject to approval by the district administrator. Approval of staff development requests may place limits on which expenses will be reimbursed.

Travelers should make all efforts to secure the lowest possible rates. Reimbursement for expenses that exceed the established rates require prior approval of the district administrator for school staff and the Board President for Board members.

Employees must **submit an electronic reimbursement request** or fill out an expense form ~~Policy #671.2 Form~~, and present that **the** completed form along with appropriate receipts, to the district business office before the bill will be reimbursed. Original receipts for all expenses, other than meals, privately-owned vehicle mileage, and portage, are required.

Employees are expected to provide their own means of covering travel expenses subject to reimbursement after the trip is completed. When practical, direct-bill arrangements should be made through the district business office in advance of travel.

Reimbursement will not be made when employee expenses are paid from any source other than the employee.

Travel expenses incurred by guests accompanying the employee will not be reimbursed.

The provisions of this policy are applicable to all employees except when not in accord with specific provisions of collective bargaining agreements.

### MEAL EXPENSES

~~The District reimburses at rates set forward by the State of Wisconsin. Payment for meals and tips (including tax) while on approved travel will be made to a daily maximum of \$35 in-state and \$45 out-of-state if detailed receipts are submitted. All receipts/invoices must be original and show the details of the purchase. Check stubs or credit card receipts are not acceptable. Travelers should obtain a list of current rates from the business office prior to departure. An employee may exceed the maximum for a given meal by combining reimbursement for two or more consecutive meals in one day, provided that the total reimbursement claim does not exceed the combined individual maximum meal reimbursement rates for those consecutive meals. No reimbursement will be provided for alcoholic~~

**beverages. Meal reimbursement for travel that is not overnight is a taxable fringe benefit according to the Internal Revenue Service (IRS). The District is required to withhold the applicable federal employment taxes and report these wages on Form W-2.**

### LODGING EXPENSES

When most advantageous, employees should request a government employee discount when obtaining lodging. They should also claim tax-exempt status when paying for lodging while traveling in-state. Documentation verifying the employee's status with the district should be obtained from the business office prior to the trip.

Expenses incurred for avoidable canceled or unused room reservations or for avoidable "late check-outs" will not be reimbursed without **an** adequate written explanation.

Guests may accompany the employee, but reimbursement for lodging expenses incurred by the employee will be limited to the single room rate.

### TRANSPORTATION EXPENSES

The District reimburses at rates set forward by the ~~State of Wisconsin~~ **IRS**. ~~Travelers should obtain a list of current rates from the business office prior to departure.~~ Reimbursable ~~"transportation"~~ **expenses in the transportation category** are limited to: privately-owned vehicle mileage, parking, tolls, mass transit, taxi (including a maximum gratuity of 15%), airfare, ~~or~~ **and train fare. Mileage is paid on the shortest route basis, and the District is the preliminary point for starting from and returning to unless the employee's home is closer to the point of destination.**

**When practical, employees traveling to the same destination at the same time should pool transportation resources. Reimbursement for commercial air transportation is limited to the lowest available coach fare.**

Expenses incurred for traffic citations, parking tickets, insurance, repairs, towing service, or locksmith calls on privately-owned vehicles or rental cars are not reimbursable.

~~When practical, employees traveling to the same destination at the same time should pool transportation resources. Reimbursement for commercial air transportation is limited to the lowest available coach fare.~~

Legal Ref.: Sections 118.21(3) Wisconsin Statutes (Teacher Contracts)  
118.24(5) (School District Administrator)  
120.10(4) (Powers of Annual Meeting)  
120.13(16)(32) (School Board Powers)

Local Ref.: ~~Policy #671.2 Form~~

Approved: June 28, 2004  
 Revised: December 17, 2007  
 Revised: March 17, 2009  
 1<sup>st</sup> Reading: 5/27/15

**Recommended for removal**

REIMBURSEMENT OF EXPENSES

EVANSVILLE COMMUNITY SCHOOL DISTRICT

Name: \_\_\_\_\_ Building \_\_\_\_\_

**Mileage**

Date	Destination	Miles

Total  
 Mileage        0   @      State Amount      \_\_\_\_\_

**Other Expenses**

Date	Description	Amount
TOTAL		

(Please attach substantiating documents/receipts)

Total  
 Reimbursement \_\_\_\_\_

Employee Signature \_\_\_\_\_ Dated \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Dated \_\_\_\_\_

District Use: Account number \_\_\_\_\_



## ASSET MANAGEMENT

The Evansville Community School District assets shall be adequately maintained and protected from unnecessary risk. An annual inventory of District-owned assets (sites, buildings, equipment, furniture, supplies, etc.) shall be maintained for insurance and accounting purposes under the supervision of the Business Manager and building principals. Inventory procedures must all be in accordance with generally accepted accounting principles and applicable legal requirements. District staff shall be responsible for assisting with the annual inventory.

The building principals shall be responsible for accounting for all stock supplies, equipment, instructional and library materials and media in his/her assigned school.

Values of District asset inventories shall be established by the Business Manager and reported to the District's insurance company. Professional appraisers may be employed to assist in determining District asset values when so designated by Board action.

It shall be the responsibility of the Business Manager to ensure that District asset inventories are recorded systematically and accurately and that property records of District assets are updated and adjusted annually. All District assets with a value of \$5,000 or more and with a useful life beyond one year shall be recorded as fixed assets on the District's fixed asset accounting system.

Legal Ref.: Section 120.12(1) Wisconsin Statutes (School Board Duties)  
Wisconsin Uniform Financial Accounting Requirements (WUFAR)  
Governmental Accounting Standards Board Statement #34 (GASB 34)

Revised: September 13, 2004  
Revised: July 16, 2007  
Revised: April 9, 2012

841

**To be replaced with new language, new policy number, and title**

BEQUESTS AND GIFTS

The Board may accept and use any bequest or gift of money or property for a purpose deemed by the Board to be consistent with district goals.

To be accepted, a gift shall:

- have a purpose consistent with those of the school
- be offered by a donor acceptable to the Board
- place no unreasonable restrictions on the school program
- not be inappropriate or harmful to the best education of students
- not imply endorsement of any business or product
- not be in conflict with any provisions of policy, school code or public law

Gifts Over \$2,500:

Any gift presented to the District over \$2,500.00 needs to be approved in advance by the Board. If accepted, a letter of appreciation signed by the Board President or the district administrator will be sent to the donor, or donor's designee.

Gifts Under \$2,500:

Gifts of lesser amounts may be made directly to schools or programs and deposited into the appropriate district account through the business manager.

All gifts should be acknowledged with a letter of thanks from the business office that will provide a verification to the donor of receipt by the District of a non-profit donation.

All gifts, grants and bequests will become school property to be used at the discretion of the school unless otherwise specified in the bequest.

Legal Ref.: Section 118.13 Wisconsin Statutes (Pupil Discrimination Prohibited)  
118.27 (Gifts and Grants)  
PI 9.03(1)(d) Wisconsin Administrative Code (Pupil Nondiscrimination)

## **To replace our current policy 841, Bequests and Gifts**

### **PUBLIC GIFTS TO THE SCHOOLS**

The Evansville Community School District Board of Education appreciates the generosity of individuals and organizations within the community that wish to donate money or other gifts to enhance the work of the schools and extend student learning opportunities. At the same time, the Board feels it must maintain control over the District's educational programs and student activities and assure equity among District schools.

The Board may accept and use gifts of money or property and bequests for a purpose deemed by the Board to be consistent with District mission and goals.

The following guidelines shall be considered in accepting a gift.

- Gifts and bequests may not place unreasonable restrictions on the school program.
- Gifts and bequests may not add unnecessarily to other costs.
- Gifts and bequests may not add to staff load.
- Gifts and bequests may not start a program the Board may be unwilling or unable to continue.
- Gifts may not be accepted with any contingencies or promises of special privileges or consideration.
- Acceptance of gifts does not imply an endorsement of any business or product.
- The District shall not unlawfully discriminate in the acceptance and administration of gifts, bequests, scholarships and other aids, benefits or services to students from private agencies, organizations or persons. Discrimination complaints shall be processed in accordance with established procedures.
- Gifts must be in compliance with all provisions of policy, school code or public law.

#### Gifts under \$2,500.00 in value:

Gifts offered to the District with a value under \$2,500.00 may be made directly to schools or programs and deposited into the appropriate District account through the business manager. The Board shall be notified of these donations at the next board meeting following the date of donation.

#### Gifts over \$2,500.00 in value:

Gifts offered to the District with a value over \$2,500.00 must be approved in advance by the Board. If there is an unavoidable time constraint, the Board delegates to the District Administrator the authority to enter a verbal agreement to accept the gift. Receipt of the gift shall be arranged after final Board approval.

For all approved gifts, a letter of appreciation signed by the Board President and the District Administrator will be sent to the donor or the donor's designee. In addition, all gifts shall be acknowledged with a letter of thanks from the District Business Office, which will serve as a receipt for the donor in acknowledgement of a non-profit donation to the District.

All gifts, grants and bequests will become school property to be used at the discretion of the school unless otherwise specified in the bequest.

Legal Ref.: Section 118.13 Wisconsin Statutes (Pupil Discrimination Prohibited)  
118.27 (Gifts and Grants)

PI 9.03(1)(d) Wisconsin Administrative Code (Pupil Nondiscrimination)

Local Ref.: Policy 842 Donation and Memorial Signage

**FYI - The districts from which I borrowed the policies to create the new one. They are Black River Falls, Cedarburg, Green Bay, West Salem, Stoughton and Whitewater. The oldest policy among them was last reviewed in 2007, with the bulk of them having been reviewed and updated since 2011.**

## Policy Review Pilot Process

As of May 2015

1. District Administrator's Administrative Assistant will identify policies needing review.
2. ~~District Administrator's Administrative Assistant~~ **Policy Committee Chair** will obtain sample policies from WASB and other District's, when appropriate. **Policy Committee Chair will review policies and samples, and forward suggestions to the District Administrator's Administrative Assistant to forward to the Administrative Team.**
3. **The Administrative Team will review the policies and samples provided by the Policy Committee Chair. Appropriate Administrator will provide suggested revisions to the Policy Committee.**
4. ~~Board of Education members (two or three) will review current policies and sample policies and make appropriate revisions, if necessary.~~ **The Policy Committee will review the policies forwarded from the Administrative Team and make appropriate revisions, if necessary.**
5. Reviewed/revised policies will be forwarded to District Administrator and Administrative Team for input.
6. Policies will be placed on Board of Education agenda for approval.

Board Consensus 9/24/12 Meeting

EVANSVILLE COMMUNITY SCHOOL DISTRICT

POLICY COMMITTEE MINUTES

The Policy Committee meeting was held Monday, March 2, 2015, at 5:00 pm in the District Board and Training Center.

**Committee Members Present:** Tina Rossmiller, Amanda Koenecke, and Jerry Roth. Others in attendance: Doreen Treuden.

**Approve February 2, 2015, Minutes:** Motion by Ms. Koenecke, seconded by Mr. Roth, moved to approve the February 2, 2015, minutes as presented. Motion carried, voice vote.

**New Business:**

Policy #662.3 – General Fund Balance – Policy brought to Committee from 2/25/15 School Board meeting. Discussion. Policy to go before the Board for a first reading with suggested changes.

Policy #657 – Student Fees, Fines and Charges – Policy brought to Committee from 2/25/15 School Board meeting. Discussion. Policy to go before the Board for a first reading with suggested changes.

Policy #657.1 – Student Fee Schedule – Policy brought to Committee from 2/25/15 School Board meeting. Discussion. Policy to go before the Board for a first reading with suggested changes.

Policy #321 – School Year/School Calendar – Policy brought to Committee from 2/25/15 School Board meeting. Discussion. Policy to go before the Board for a first reading, for removal.

Policy #851 – Advertising in the Schools – Policy brought forward from Policy Committee discussion on 3/21/14 and after first reading at Board meeting on 12/11/13. Discussion. No action to be taken on this policy.

**Old Business:**

Policy #453.4 – Administering Medications to Students –

Policy #453.4 Form – Medication Consent Form –

Policy #453.4 Form 1 – Physician/Practitioner Medication Consent Form –

The above policies were brought back from the 2/25/15 School Board meeting. Discussion. Suggested changes from school nurse. Policies to go before the Board for a second reading with suggested changes.

**Set Date of Next Meeting and Agenda:** No meeting set at this time.

**Adjourn:** Motion by Mr. Roth, seconded by Ms. Koenecke, moved to adjourn the meeting. Motion carried, voice vote. Meeting adjourned at 6:00 pm.

**Evansville Community School District  
Board of Education Goals  
2015-2016**

The Board will support the implementation of the Continuous System Improvement Plan to ensure high student achievement.

The Board will support the implementation of the Continuous System Improvement Plan to foster positive climate and culture.

The Board will support the implementation of the Continuous System Improvement Plan to optimize communication and community engagement.

The Board will support the implementation of the Continuous System Improvement Plan to promote a high quality workforce.

The Board will support the implementation of the Continuous System Improvement Plan to maximize operations and efficient use of infrastructure.

The Board will support the implementation of the Continuous System Improvement Plan to promote appropriate use of Technology.

*What Every New Board Member Needs to Know  
– About Governance Team Operations –*

5. Board Sub-Committees:	Board Members:
4K (as needed)	Hammann, Spanton Nelson
CAC (report semi-annually)(Citizens Advisory Council)	Koenecke
Employee Handbook (3x/school year)	Koenecke, Hammann, Rasmussen
Insurance (October-February)	Braunschweig, Spanton Nelson
Policy Development	Koenecke, (Vacant)

6. Governance Norms – How we behave toward members of the governance team and others:

**Group/Meeting Agreement**

1. We listen carefully and respectfully seeking first to understand what the other person is saying. Then we speak clearly and concisely seeking to be understood by the other person.
2. We address issues, not individuals.
3. There are no side conversations. If we have something to say to our neighbor that cannot wait, we request an opportunity to caucus and go out of the room or we wait our turn.
4. We conduct ourselves within commonly understood principals of integrity, professionalism and accountability.
5. We speak and write directly to the question – we don't sidetrack the discussion – we stay on point.
6. We will strive to be prepared by reviewing available board materials and other District related communications in a timely manner.
7. We encourage all members to actively participate and contribute to group discussions.
8. We strive for consensus and do not publicly criticize the decisions of the majority.
9. We celebrate the District's accomplishments.
10. We enjoy what we are doing and we have fun.



EVANSVILLE COMMUNITY SCHOOL DISTRICT

Board of Education Regular Meeting Agenda

Wednesday, June 10, 2015

6:00 p.m.

District Board and Training Center

340 Fair Street (Door 36)

*Note, public notice of this meeting given by posting at the District Office, Levi Leonard Elementary School Office, Theodore Robinson Intermediate School Office, J.C. McKenna Middle School Office, High School Office, Evansville School District Web Site: [Evansville.k12.wi.us](http://Evansville.k12.wi.us), and by forwarding the agenda to the Evansville Review, Union Bank & Trust and Eager Free Public Library.*

- I. Roll Call: Kathi Swanson      Sandra Spanton Nelson      Mason Braunschweig  
                         Eric Busse                      Melissa Hammann  
                         John Rasmussen      Amanda Koenecke
- II. Approve Agenda.
- III. Public Announcements/Recognition/Upcoming Events:
  - Back To School Days – August 4, 3:00-7:00 pm; August 12, 10:00 am-2:00 pm
- IV. Public Presentations.
- V. Information & Discussion:
  - A. Middle and High School Student Handbook Proposed Changes.
  - B. Youth Options Report.
  - C. Bullying Report.
  - D. Preliminary 2015-2016 Budget.
  - E. Discussion on Laude System.
  - F. Second Reading of Policies:
    1. #152-Employee Handbook.
    2. #529.1-Family & Medical Leave.
    3. #671.2-Reimbursement of Expenses.
    4. #671.2 Form-Reimbursement of Expenses.
    5. #683-Asset Management.
    6. #841-Public Gifts to the Schools (Bequests and Gifts).
- VI. Public Presentations.
- VII. Business (Action Items):
  - A. Approval of Staff Changes:
  - ~~B. Approval of Donation: Middle School Scoreboard and Softball Press Box.~~
- VIII. Consent (Action Items):
  - A. Approval of Dane County New Teacher Project Shared Services Contract.
  - B. Approval of 2015-2016 CESA2 Contract.
  - C. Approval of May 27 Regular Meeting Minutes.
  - D. Approval of May Bills and Reconciliation.
- IX. June 24 Regular Meeting Agenda.
- X. Executive Session – Under Wisconsin State Statute 19.85(1)(b)(f) Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies, which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations and, 19.85(1)(c) Considering Employment, Promotion, Compensation or Performance Evaluation Data of District Employees, to Review and Discuss Teacher Compensation.