Employee Acknowledgment

To be signed and returned to the employee’s supervisor. (Done annually at start of school year or at time of hiring.)

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

___________________________________  ____________________________________
Printed Name  Signature

__________________
Date

(Supervisors are to maintain this page in the employee’s personnel file. After the employee ceases employment with the District, the District will maintain this record pursuant to its records retention schedule, or if none, for a period of no less than 7 years.)
Pupil Non-Discrimination Statement & Complaint Procedure

Policy 2260 - NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY

The Board is committed to providing an equal educational opportunity for all students in the District.

The Board does not discriminate on the basis of race, color, religion, national origin, ancestry, creed, pregnancy, marital status, parental status, sexual orientation, sex, (including transgender status, change of sex or gender identity), or physical, mental, emotional, or learning disability (“Protected Classes”) in any of its student program and activities.

This policy is intended to support and promote nondiscriminatory practices in all District and school activities, particularly in the following areas:

A. use of objective bases for admission to any school, class, program, or activity;

B. prohibition of harassment towards students and procedures for the investigation of claims (see Policy 5517);

C. use of disciplinary authority, including suspension and expulsion authority;

D. administration of gifts, bequests, scholarships and other aids, benefits, or services to students from private agencies, organizations, or persons;

E. selection of instructional and library media materials in a nondiscriminatory manner and that reflect the cultural diversity and pluralistic nature of American society;

F. design and implementation of student evaluation practices, materials, and tools, but not at the exclusion of implementing techniques to meet students’ individual needs;

G. design and configuration of facilities;

H. opportunity for participation in extra-curricular and co-curricular activities, provided that separate programs for male and female students may be available provided comparable activities are made available to all in terms of type, scope, and District support; and

I. the school lunch program and other school-sponsored food service programs.

The Board is also committed to equal employment opportunity in its employment policies and practices as they relate to students. The Board’s policies pertaining to employment practices can be found in Policy 1422, Policy 3122, and Policy 4122 - Nondiscrimination and Equal Employment Opportunity.

In furtherance of the aforesaid goal, the District Administrator shall:

A. Curriculum Content

review current and proposed courses of study and textbooks to detect any bias based upon the Protected Classes ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict the contribution of both sexes various races, ethnic groups, etc. toward the development of human society;
provide that necessary programs are available for students with limited use of the English language;

B. Staff Training

develop an ongoing program of staff training and in-service training for school personnel designed to identify and solve problems of bias based upon the Protected Classes in all aspects of the program;

C. Student Access

1. review current and proposed programs, activities, facilities, and practices to ensure that all students have equal access thereto and are not segregated on the basis of the Protected Classes in any duty, work, play, classroom, or school practice, except as may be permitted under State regulations;

2. verify that facilities are made available in a non-discriminatory fashion, in accordance with Board Policy 7510 - Use of District Facilities, for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society;

D. District Support

require that like aspects of the District program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. Student Evaluation

verify that tests, procedures, or guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of the Protected Classes.

The District Administrator shall appoint and publicize the name of the compliance officer(s) who is/are responsible for coordinating the District's efforts to comply with the applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or equal access. The Compliance Officer(s) also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), is provided to students, their parents, staff members, and the general public.

The District Administrator shall attempt annually to identify children with disabilities, ages 3-21, who reside in the District but do not receive a public education. In addition, s/he shall establish procedures to identify students who are Limited English Proficient, including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation, and exit guidelines and shall be designed to provide students with
effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading and writing, on an annual basis.

**Reporting Procedures**

Students, parents and all other members of the School District community are encouraged to promptly report suspected violations of this policy to a teacher or administrator. Any teacher or administrator who receives such a complaint shall file it with the District’s Compliance Officer at his/her first opportunity.

Students who believe they have been denied equal access to District educational opportunities, in a manner inconsistent with this policy may initiate a complaint and the investigation process that is set forth below. Initiating a complaint will not adversely affect the complaining individual's participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with knowledge that it is false.

**Title IX Complaint Coordinator/Compliance Officers**

The Board designates the following individuals to serve as the District’s "Compliance Officers" (hereinafter referred to as the "COs").

Barry Cain  
Ellsworth School District  
Superintendent  
300 Hillcrest St.  
Ellsworth, WI 54011  
715-273-3900  
cainb@ellsworth.k12.wi.us

Mary Zimmerman  
Special Ed Director  
300 Hillcrest St.  
Ellsworth, WI 54011  
715-273-3900  
zimmermann@ellsworth.k12.wi.us

The names, titles, and contact information of these individuals will be published annually in the staff handbooks and on each individual school's web site.

A CO will be available during regular school/work hours to discuss concerns related to student discrimination in educational opportunities under this policy.

**Investigation and Complaint Procedure**

The CO shall investigate any complaints brought under this policy. Throughout the course of the process as described herein, the CO should keep the parties informed of the status of the investigation and the decision making process.

All complaints must include the following information to the extent it is available: a description of the alleged violation, the identity of the individual(s) believed to have engaged in, or to be actively engaging
in, conduct in violation of this policy, if any; a detailed description of the facts upon which the complaint is based; and a list of potential witnesses.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter the CO will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the report by signing the document.

Upon receiving a complaint, the CO will consider whether any action should be taken during the investigatory phase to protect the Complainant from further loss of educational opportunity, including but not limited to a change of class schedule for the complainant, tentative enrollment in a program, or other appropriate action. In making such a determination, the CO should consult the District Administrator prior to any action being taken. The Complainant should be notified of any proposed action prior to such action being taken.

As soon as appropriate in the investigation process, the CO will inform any individual named by the Complainant in connection with an alleged violation of this policy, that a complaint has been received. The person(s) must also be provided an opportunity to respond to the complaint.

All investigations shall be commenced as soon as practicable upon receipt of a complaint and concluded as expeditiously as feasible, in consideration of the circumstances, while taking measures to complete a thorough investigation. The complaining party shall be notified in writing of receipt of the complaint within forty-five (45) days of the complaint and shall reach a determination concerning the complaint within ninety (90) days of receipt, unless additional time is agreed to by the complaining party.

The investigation will include:

A. interviews with the Complainant;

B. interviews with any persons named in the complaint;

C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations, as determined by the CO;

D. consideration of any documentation or other evidence presented by the Complainant, Respondent, or any other witness which is reasonably believed to be relevant to the allegations, as determined by the CO.

At the conclusion of the investigation, the CO shall prepare and deliver a written report to the District Administrator which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definitions in this Policy, as well as in State and Federal law as to whether the Complainant has been denied access to educational opportunities on the basis of one (1) of the protected classifications, based on a preponderance of evidence standard. The CO’s recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The CO may consult with the Board Attorney before finalizing the report to the District Administrator.

Absent extenuating circumstances, within ten (10) business days of receiving the report of the CO, the District Administrator must either issue a final decision regarding or request the complaint further investigation. A copy of the District Administrator’s final decision will be delivered to the complainant.
If the District Administrator requests additional investigation, the District Administrator must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) business days. At the conclusion of the additional investigation, the District Administrator must issue a final written decision as described above. The decision of the District Administrator shall be final.

If the complainant feels that the decision does not adequately address the complaint s/he may appeal the decision to the State Superintendent of Public Instruction by submitting a written request to the Wisconsin Department of Public Instruction, Pupil Nondiscrimination Program, or by contacting the DPI Pupil Nondiscrimination Program at (608) 267-9157.

The Board reserves the right to investigate and resolve a complaint or report of regardless of whether the member of the School District community or third party chooses to pursue the complaint. The Board also reserves the right to have the complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board.

**Additional School District Action**

If the evidence suggests that any conduct at issue violates any other policies of the Board, is a crime, or requires mandatory reporting under the Children's Code (Sec. 48.981, Wis. Stat.), the CO or District Administrator shall take such additional actions as necessary and appropriate under the circumstances, which may include a report to the appropriate social service and/or law enforcement agency charged with responsibility for handling such investigations.

**Confidentiality**

The District will make reasonable efforts to protect the privacy of any individuals involved in the investigation process. Confidentiality cannot be guaranteed however. All Complainants proceeding through the investigation process should be advised that as a result of the investigation, allegations against individuals may become known to those individuals, including the Complainant’s identity.

During the course of an investigation, the CO will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose any information that s/he learns or that s/he provides during the course of the investigation.

**Retention of Public Records, Student Records, and Investigatory Records and Materials**

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information (“ESI”), and electronic media created and received as part of an investigation, including but not limited to:

1. all written reports;
2. narratives of all verbal reports or statements;
3. a narrative of all actions taken by District personnel;
4. any written documentation of actions taken by District personnel;
5. written witness statements;
6. narratives or audio, video, or digital recordings of verbal witness statements;

7. any documentary evidence;

8. handwritten and contemporaneous notes;

9. emails, texts, or social media posts related to the investigation and allegations;

10. dated written determinations;

11. dates written descriptions of verbal notifications to the parties;

12. written documentation of any interim measures offered and/or provided to complainants, including no contact orders; and

13. documentation of all actions taken to stop the discrimination of harassment, prevents its recurrence, eliminate any hostile environment, and remedy the discriminatory effects.

The information, documents, ESI, and electronic media retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8320, Policy 8330 for not less than three (3) years, but longer if required by the District’s retention schedule.

Revised 7/8/13
Revised 10/13/14

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Legal


42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. Section 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964

29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 1681, Title IX of Education Amendments Act

Fourteenth Amendment, U.S. Constitution

P.I. 9, 41, Wis. Adm. Code

118.13 Wis. Stats.
# Table of Contents

Employee Acknowledgement .......................... 2
Pupil Non-Discrimination Statement & Complaint Procedure .................. 3
Table of Contents ........................................ 9
District Mission Statement .................................. 21
District Contact Information .................................. 22
District Emergency Procedures .................................. 23
District Building Office Numbers .................................. 24
District Academic Calendar .................................. 26

**PART 1- PROVISIONS APPLICABLE TO ALL STAFF** .................................. 27

**PREAMBLE AND DEFINITIONS** .................................. 28

1.01 About this *Handbook* .................................. 28
1.02 Definitions .................................................. 28
1.03 General Personnel Policies .................................. 30

**SECTION 2- EMPLOYMENT LAW** .................................. 31

2.01 Employment of Minors .................................. 31
2.02 Equal Opportunity ........................................ 31
2.03 Equal Opportunity Complaints .................................. 31
2.04 Fair Labor Standards Act .................................. 31
2.05 Family and Medical Leave Act .................................. 31
2.06 Immigration Law Compliance .................................. 33
2.07 Employee Harassment Based on a Legally Protected Status .................................. 33
2.08 Bullying .................................................. 35

**SECTION 3- GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS** ........ 37

3.01 District Expectations .................................. 37
3.02 Accident/Incident Reports .................................. 37
3.03 Attendance.............................................................................................................37
3.04 Bulletin Boards........................................................................................................39
3.05 Child Abuse Reporting..........................................................................................40
3.06 Threats of School Violence Reporting..................................................................40
3.07 Communications.....................................................................................................40
3.08 Confidentiality..........................................................................................................45
3.09 Conflict of Interest ..................................................................................................46
3.10 Contracts and Conflict of Interest...........................................................................46
3.11 Copyright..................................................................................................................46
3.12 Criminal Background Checks...................................................................................46
3.13 Criminal Background Checks/Charges/Convictions for Active Employees-
    Obligation to Report Criminal Record........................................................................47
3.14 District Property .......................................................................................................48
3.15 Diversity Initiatives..................................................................................................48
3.16 Drug, Alcohol, and Tobacco Free Workplace..........................................................49
3.17 False Reports.............................................................................................................51
3.18 Financial Controls and Oversight............................................................................52
3.19 Fraud and Financial Impropriety.............................................................................52
3.20 Gifts and Sale of Goods and Services.......................................................................53
3.21 Honesty.....................................................................................................................54
3.22 Investigations.............................................................................................................54
3.23 Licensure/Certification.............................................................................................54
3.24 Nepotism...................................................................................................................54
3.25 Operators of District Vehicles and Mobile Equipment.............................................55
3.26 Outside Employment...............................................................................................56
3.27 Personal Appearance/Staff Dress Code....................................................................57
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.28</td>
<td>Personal Property</td>
<td>57</td>
</tr>
<tr>
<td>3.29</td>
<td>Personnel Files</td>
<td>57</td>
</tr>
<tr>
<td>3.30</td>
<td>Personnel- Student Relations</td>
<td>58</td>
</tr>
<tr>
<td>3.31</td>
<td>Physical Examination</td>
<td>58</td>
</tr>
<tr>
<td>3.32</td>
<td>Political Activity</td>
<td>59</td>
</tr>
<tr>
<td>3.33</td>
<td>Position Descriptions</td>
<td>59</td>
</tr>
<tr>
<td>3.34</td>
<td>Severance from Employment</td>
<td>59</td>
</tr>
<tr>
<td>3.35</td>
<td>Solicitations</td>
<td>60</td>
</tr>
<tr>
<td>3.36</td>
<td>Teamwork</td>
<td>60</td>
</tr>
<tr>
<td>3.37</td>
<td>Wellness</td>
<td>60</td>
</tr>
<tr>
<td>3.38</td>
<td>Employee (Whistleblower) Protection</td>
<td>61</td>
</tr>
<tr>
<td>3.39</td>
<td>Work spaces, Including Desk, Lockers, etc</td>
<td>61</td>
</tr>
<tr>
<td>3.40</td>
<td>Work Made for Hire</td>
<td>62</td>
</tr>
<tr>
<td>3.41</td>
<td>Workplace Safety</td>
<td>62</td>
</tr>
<tr>
<td>3.42</td>
<td>Violence in the Workplace</td>
<td>64</td>
</tr>
<tr>
<td>3.43</td>
<td>Breastfeeding</td>
<td>65</td>
</tr>
<tr>
<td>3.44</td>
<td>Staff Use of Force to Maintain Discipline</td>
<td>66</td>
</tr>
<tr>
<td></td>
<td><strong>SECTION 4- MANAGEMENT RIGHTS</strong></td>
<td>68</td>
</tr>
<tr>
<td>4.01</td>
<td>Delineation of Rights</td>
<td>68</td>
</tr>
<tr>
<td>4.02</td>
<td>Sole Basis</td>
<td>69</td>
</tr>
<tr>
<td></td>
<td><strong>SECTION 5- GRIEVANCE PROCEDURE</strong></td>
<td>69</td>
</tr>
<tr>
<td>5.01</td>
<td>Purpose and Applicability</td>
<td>69</td>
</tr>
<tr>
<td>5.02</td>
<td>Definitions</td>
<td>69</td>
</tr>
<tr>
<td>5.03</td>
<td>General Provisions</td>
<td>70</td>
</tr>
<tr>
<td>5.04</td>
<td>Procedures for Grievances Concerning Employee Terminations and Employee Discipline</td>
<td>70</td>
</tr>
<tr>
<td>5.05</td>
<td>Procedures for Grievances Concerning Employee Workplace Safety</td>
<td>71</td>
</tr>
</tbody>
</table>
SECTION 6 - PAY PERIODS.............................................................................................................73
6.01 Annualized Payroll Cycle.................................................................................................73
6.02 Payroll Dates....................................................................................................................73
6.03 Direct Deposit Payment Method........................................................................................73
6.04 Definitions for Payroll Purposes Only............................................................................73
6.05 Salary Deferrals - Tax Sheltered Annuities (TSA).........................................................74

SECTION 7- COMPENSATION AND EXPENSE REIMBURSEMENT APPLICABLE TO ALL DISTRICT EMPLOYEES ....................................................................................76
7.01 Mileage Reimbursement..................................................................................................76

SECTION 8- WORKERS COMPENSATION.............................................................................76
8.01 Workers Compensation and Reporting Responsibilities..................................................76
8.02 Benefits While on Workers Compensation.....................................................................76
8.03 Injuries Not Covered by Workers Compensation............................................................77

SECTION 9- SICK LEAVE.......................................................................................................77
9.01 Sick Leave Earned.............................................................................................................77
9.02 Sick Leave Use..................................................................................................................78
9.03 Sick Leave Accumulation..................................................................................................79
9.04 Sick Leave and Long-term Disability.............................................................................79
9.05 Reporting Procedures- Doctor’s Certificate.....................................................................79
9.06 Holidays during Sick Leave............................................................................................80
9.07 Sick Leave Listing.............................................................................................................80

SECTION 10- JURY DUTY LEAVES.....................................................................................80
10.01 Jury Duty Leave..............................................................................................................80
10.02 Employee Notice.............................................................................................................80
10.03 Payment for Time Out on Jury Duty................................................................................80

SECTION 11- BEREAVEMENT LEAVE...............................................................................80
11.01 Bereavement/Funeral Leave for a Death in the Immediate Family.................................80
11.02 Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family.................................................................81
11.03 Additional Bereavement Leave......................................................81
11.04 Bereavement Leave Increments.......................................................81

SECTION 12- PAID TIME OFF (PTO).........................................................81
12.01 Paid Time Off (PTO)..................................................................81
12.02 Paid Time Off Blackout Days........................................................82
12.03 Approval of Paid Time Off and total number of employees on PTO ....82
12.04 Part Time Employees..................................................................82
12.05 Paid Time Off Increments..............................................................82
12.06 Paid Time Off Remaining June 30.................................................82

SECTION 13- UNIFORMED SERVICES LEAVE.............................................82
13.01 Uniformed Services Leave of Absence.........................................82
13.02 Length of Service during Uniformed Services Leave.....................83
13.03 Request for Uniformed Services Leave..........................................84
13.04 Returning to Work After a Uniformed Services Leave....................84
13.05 Benefits During Uniformed Services Leave....................................85

SECTION 14- PROFESSIONAL LEAVE......................................................86

SECTION 15- UNPAID LEAVES OF ABSENCE...........................................86
15.01 Medical Leave.............................................................................86
15.02 Child Reading Leave...................................................................87
15.03 Unpaid Leave of Absence- For Other than Medical and Child Rearing Reasons.....................................................................89

SECTION 16- BENEFITS APPLICABLE TO ALL EMPLOYEES......................89
16.01 Cafeteria Plan/Flexible Spending Account.....................................89
16.02 Dental Insurance.........................................................................90
16.03 Health Insurance.........................................................................90
16.04 Liability Insurance ............................................................................................................ 90
16.05 Life Insurance .................................................................................................................. 91
16.06 Long Term Disability ........................................................................................................ 91
16.07 Short Term Disability ......................................................................................................... 91
16.08 Wisconsin Retirement System (WRS) Contributions ....................................................... 91
16.09 Alternative Benefit Plan (ABP) in Lieu of Health Insurance ........................................... 91
16.10 COBRA Law Continuation of District Health Plan Participation ....................................... 92

SECTION 17- WORK STOPPAGE .............................................................................................. 95

SECTION 18- CONFORMITY TO LAW .................................................................................. 95

PART II- STAFF WITH INDIVIDUAL CONTRACTS UNDER §118.22, WIS. STATS AND
PROFESSIONAL/EXEMPT NON-SUPERVISORY EMPLOYEES .............................................. 96

SECTION 1- DISCIPLINE, TERMINATION, AND NON-RENEWAL ........................................ 97
1.01 Standard for Non-Renewal for Teachers .......................................................................... 97
1.02 Representation ................................................................................................................... 97
1.03 Disciplinary Materials ...................................................................................................... 97
1.04 Termination of Employment ......................................................................................... 97

SECTION 2- PROFESSIONAL HOURS/WORKDAY ................................................................. 97
2.01 Normal Hours of Work ...................................................................................................... 97
2.02 Administratively Called Meetings ................................................................................. 98
2.03 Attendance at School Events .......................................................................................... 98
2.04 Consultation with Parents ............................................................................................... 98
2.05 Temporary Flexible Scheduling during Work Week ....................................................... 99
2.06 Emergency School Closures ........................................................................................ 99
2.07 School Calendar ............................................................................................................. 99

SECTION 3- PROFESSIONAL GROWTH .............................................................................. 99
3.01 Requirement to Remain Current .................................................................................... 99
SECTION 4- TEACHER SUPERVISION AND EVALUATION ............................................. 99
  4.01 General Provisions ......................................................................................... 99
  4.02 Evaluators .................................................................................................. 100
  4.03 Evaluation Process- Conditions for All Employees ........................................ 100

SECTION 5- TEACHER ASSIGNMENTS, VACANCIES, AND TRANSFERS ............... 101
  5.01 Teacher Assignments, Vacancies, and Transfers ........................................... 101
  5.02 Employee Resignations ................................................................................ 102
  5.03 Teacher Absence and Substitutes ................................................................. 103
  5.04 Summer School Assignments ..................................................................... 103
  5.05 Extended Contracts .................................................................................... 104
  5.06 Staff In-Service Presentations- In District .................................................. 104

SECTION 6- REDUCTION IN FORCE, POSITIONS, AND HOURS ......................... 104
  6.01 Reasons for Reductions in Force ............................................................... 104
  6.02 Notice of Reduction ................................................................................... 104
  6.03 Selection for Reduction- Steps .................................................................. 104
  6.04 Reduction in Hours Resulting in Nonrenewal .............................................. 106
  6.05 Reemployment Process ............................................................................. 106
  6.06 Insurance Benefits Following Nonrenewal ................................................. 106
  6.07 Furloughs ................................................................................................... 106
  6.08 In-Service and Other Training .................................................................. 107

SECTION 7- PROFESSIONAL COMPENSATION .................................................. 107
  7.01 Alternative Compensation System .............................................................. 107
  7.02 Curriculum Planning Projects and Other Projects within the Scope of
      Employment ................................................................................................... 107
  7.03 Department Chairs/Building Coordinators ................................................ 108

SECTION 8- INSURANCES .................................................................................... 108
  8.01 Dental Insurance ....................................................................................... 108
8.02 Health Insurance ........................................................................................................109
8.03 Liability Insurance ....................................................................................................111
8.04 Life Insurance ..........................................................................................................111
8.05 Long-Term Disability ...............................................................................................112
8.06 Short-Term Disability ...............................................................................................113
8.07 Wisconsin Retirement System (WRS) Contributions ..............................................114
8.08 Alternate Benefit Plan (ABP) in Lieu of Health Insurance .......................................114

SECTION 9- POST EMPLOYMENT BENEFITS ..................................................................115

PART III- NON-EXEMPT STAFF WITHOUT INDIVIDUAL CONTRACTS UNDER §118.21
OR 118.24 WIS STATS ....................................................................................................118

SECTION 1- DISCIPLINE AND DISCHARGE .................................................................118

1.01 Standards for Discipline and Termination ..............................................................118
1.02 Representation ..........................................................................................................118
1.03 Disciplinary Materials .............................................................................................118

SECTION 2- HOURS OF WORK AND WORK SCHEDULE .........................................118

2.01 Letter of Appointment .............................................................................................118
2.02 Regular Workday and Starting and Ending Times ..................................................118
2.03 Regular Work Week .................................................................................................119
2.04 Part Time Employees ...............................................................................................119
2.05 Additional Hours and Overtime- Approval and Assignment .....................................119
2.06 Lunch Period ............................................................................................................119
2.07 Breaks .......................................................................................................................119
2.08 Time Cards or other Form of Electronic Tracking of Hours Worked .....................120
2.09 Emergency School Closings ..................................................................................120
2.10 Emergency School Closing Employee Options if the Day/Time is not Made Up ....120
2.11 Flexible Schedule.................................................................................................................. 120
2.12 Call-In Pay (Custodial-Maintenance Staff) ............................................................................ 121
2.13 Shift Pay Differential (Custodial Staff) .................................................................................. 121
2.14 Attendance at Meetings........................................................................................................ 121

SECTION 3- REDUCTION IN FORCE, POSITIONS, AND HOURS............................................ 121
3.01 Reasons for Reduction in Force............................................................................................ 121
3.02 Notice of Reduction in Force............................................................................................... 121
3.03 Selection for Reduction-Steps.............................................................................................. 121
3.04 Reduction in Hours................................................................................................................ 122
3.05 Insurance Benefits during Layoff.......................................................................................... 123
3.06 Accrued Benefits during Layoff........................................................................................... 123
3.07 Other Employment during Layoff........................................................................................ 123
3.08 Furloughs............................................................................................................................ 123

SECTION 4- ASSIGNMENTS, VACANCIES, AND TRANSFERS............................................... 123
4.01 Determination of Assignment............................................................................................... 123
4.02 Job Posting............................................................................................................................ 123
4.03 Interviews............................................................................................................................ 124
4.04 District Ability to Select the Most Qualified Applicant......................................................... 124
4.05 District Ability to Determine Job Description ..................................................................... 124
4.06 Trial Period............................................................................................................................ 124
4.07 Involuntary Transfers............................................................................................................ 124

SECTION 5- PAID VACATION.................................................................................................. 124
5.01 Notice.................................................................................................................................... 124
5.02 Calendar Year- Full Time and Part Time Employees............................................................ 125
5.03 Scheduling of Vacation......................................................................................................... 125
5.04 Vacation Accumulation.......................................................................................................... 125
5.05 Payment upon Termination/Transfer to a Position not Eligible for Vacation.................................................................125
5.06 Holidays during Vacation.................................................................126

SECTION 6- HOLIDAYS.........................................................................126
6.01 Holidays Defined.........................................................................126
6.02 Holidays Falling on Weekends.......................................................126
6.03 Holidays Falling on Student Contact Days...................................126
6.04 Work on a Holiday.......................................................................126
6.05 Holidays during Vacation.................................................................127
6.06 Eligibility for Holiday.................................................................120

SECTION 7- WAGE COMPENSATION AND EXPENSES.........................127
7.01 Wage Schedule.......................................................................127
7.02 New Employee Wage Schedule Placement..................................127
7.03 Out of Classification Pay...............................................................127
7.04 Rate of Pay upon Promotion.........................................................128
7.05 Uniforms, Protective Clothing, Tools, and Meal Expenses.............128
7.06 Expenses........................................................................128

SECTION 8- JOB RELATED TRAINING AND LICENSURE......................128
8.01 In-Service Training.....................................................................128

SECTION 9- EMPLOYEE EVALUATIONS.................................................128
9.01 Evaluation........................................................................128
9.02 Procedures and Instruments.........................................................129
9.03 Frequency........................................................................129
9.04 Receipt of Evaluation................................................................129
9.05 Comments, Disputes.................................................................129
9.06 Evaluators......................................................................129

SECTION 10- RESIGNATION FROM EMPLOYMENT...............................129
10.01 Notice of Termination of Employment ........................................ 129

SECTION 11- INSURANCES ................................................................. 129

11.01 Dental Insurance ..................................................................... 129
11.02 Health Insurance .................................................................... 130
11.03 Liability Insurance ................................................................. 132
11.04 Life Insurance ........................................................................ 132
11.05 Long-Term Disability .............................................................. 133
11.06 Short-Term Disability .............................................................. 134
11.07 Wisconsin Retirement System (WRS) Contributions ................. 134
11.08 Alternate Benefit Plan (ABP) in Lieu of Health Insurance .......... 135

SECTION 12- POST EMPLOYMENT BENEFITS .................................... 136

PART IV- STAFF WITH INDIVIDUAL CONTRACTS UNDER §118.24, WIS. STATS., EXECUTIVE, ADMINISTRATIVE AND ACADEMIC ADMINISTRATIVE EMPLOYEES … 137

PART V- CO-CURRICULAR STAFF ..................................................... 139

SECTION 1- ATHLETIC AND ACTIVITY ASSIGNMENTS ................. 140

1.01 Letter of Assignment ................................................................ 140
1.02 Payments .............................................................................. 140
1.03 Work Schedule ...................................................................... 140
1.04 Evaluation of Extra-Curricular Assignments............................. 140
1.05 Volunteers ............................................................................ 140

APPENDIX: FORMS ......................................................................... 142

APPENDIX A: STANDARDS OF CONDUCT ..................................... 143

APPENDIX B: GRIEVANCE INITIATION INSTRUCTIONS ................. 144

APPENDIX C: GRIEVANCE APPEAL INSTRUCTIONS ....................... 146
APPENDIX D: HSA PAYROLL DEDUCTION..........................................................147
APPENDIX E: INSURANCE BUY OUT.................................................................148
APPENDIX F: DIRECT DEPOSIT FORM.................................................................149
APPENDIX G: SALARY REDUCTION FORM..........................................................150
APPENDIX H: RACE/ETHNICITY FORMS..............................................................151
APPENDIX I: EMPLOYEE ACCIDENT/INJURY REPORT........................................152
APPENDIX J: EMPLOYMENT POSTERS AND RELATED INFORMATION.............153
Ellsworth Community School District

District Mission Statement

Our mission, as a united learning partnership that includes students, parents, staff, and all of our communities, is to produce students who maximize their potential in everything they do, value one another and effectively contribute to the global society, all accomplished in a safe environment that inspires and supports individual success.

- Developed by the community wide Strategic Planning Team and adopted by the Ellsworth Community School District Board of Education in June 2016.
District Contact Information

Accidents............................................................... Building Administration
Athletics................................................................. Athletic Director Ann Huppert
Certification/Testing.................................................. Curriculum Director Jon Dodge
Curriculum............................................................... Curriculum Director Jon Dodge
District Policies/Procedures........................................ Superintendent Barry Cain
*policies can be found online at http://www.neola.com/ellsworth-wi/
Emergency/Security..................................................... Building Administration
Employment Information.............................................. District Office
Facilities/Maintenance................................................ Superintendent Barry Cain
Facility Use/Rental....................................................... Building Administration
Grievances................................................................. Superintendent Barry Cain
Insurance................................................................. District Office- Ashley Halverson
Media/Communications............................................. Superintendent Barry Cain
Personnel File............................................................. District Office
Resignations/Separations............................................... Superintendent Barry Cain
Salary/Contracts/Letters of Assignment.......................... District Office
School Nutrition Program............................................. High School Kitchen Dee Rasmussen
Staff Evaluation Process.............................................. Curriculum Director Jon Dodge
Substitute Calling....................................................... High School Copy Room Ext. 2106
Transfer Procedures.................................................... Superintendent Barry Cain
Technology.............................................................. Network Administrator Geoff Pogorelksi
Transportation......................................................... Transportation Director Michael Chisholm
Website........................................................................ Buena Farrell
**Phone Numbers**

District Office...........................................................................................................715-273-3900

High School..............................................................................................................715-273-3904

Middle School...........................................................................................................715-273-3908

Ellsworth Elementary ...............................................................................................715-273-3912

Maintenance...............................................................................................................715-273-3918

Special Education Office .........................................................................................715-273-3911

Bus Garage...............................................................................................................715-273-3917

Klaas Jonas Swimming Pool ......................................................................................715-273-0754

High School Kitchen................................................................................................715-273-3910

**District Emergency Procedures**

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

Automated calls will be placed to student and employee home phone numbers beginning prior to 6:00 am or as soon as practicable using the District’s Emergency Notification System (ENS) if conditions warrant the closing of schools. Staff may also be notified by the District’s email service.

Local television and radio stations will also be notified by 6:00 am or as soon as possible. Please check the following if you do not receive a phone call or email.

**Television:** WCCO TV 4, KSTP TV 5, FOX 9, KARE 11

**Radio Stations:** WEVR 1550/106.3 River Falls, KCUE 1250 Red Wing, WCCO 830 Twin Cities

Employees are encouraged to monitor these TV and radio stations.

**Security**

**In case of an emergency, call:** 715-273-5051 (Pierce County Sheriff’s Department)
Ellsworth Community School District Building Office Numbers

DISTRICT OFFICE  PO BOX 1500, 445 S. Piety Street, Ellsworth, WI  54011  715-273-3900

  FAX:  715-273-5775

  • District Administrator
  • Bookkeeper/Payroll
  • Accounts Payable

SPECIAL EDUCATION  PO BOX 1500, 323 Hillcrest Street, Ellsworth, WI  54011  715-273-3911

  FAX:  715-273-3909

  • Special Education Director
  • School Psychologist
  • School Nurse
  • Community Education

HIGH SCHOOL  PO BOX 1500, 323 Hillcrest Street, Ellsworth, WI  54011  715-273-3904

  FAX:  715-273-6824

  • Principal
  • Assistant Principal
  • Network Administrator
  • Athletic Director
  • Copy Machine Operator
  • Substitute Staff Coordinator
  • Kitchen  715-273-3910

MIDDLE SCHOOL  PO BOX 1500, 312 West Panther Drive, Ellsworth, WI  54011  715-273-3908

  FAX:  715-273-6834

  • Principal
  • Assistant Principal
  • Curriculum Director

ELLSWORTH ELEMENTARY PO BOX 1500, 445 S Piety St, Ellsworth, WI  54011  715-273-3912

  FAX:  715-273-6838

  • Principals
  • Panther Kid’s Club/Wrap Around

BUS GARAGE  715-273-3917

  FAX:  715-273-6823

  • Transportation Director
MAINTENANCE  715-273-3900

POOL  715-273-0754

- Pool Director
District Academic Calendar

School Calendar: The school calendar shall be determined by the School Board. The determination of the structure of the days, e.g. instructional, in-service, workdays, etc. shall be at the discretion of the School Board.
PREAMBLE AND DEFINITIONS

1.01 About this Handbook

A. Employees Covered: This Handbook is provided as a reference document for the Ellsworth Community School District (hereinafter referred to as “District”), Administrative Assistant, Administrator, Confidential, District Office, Teacher, Custodial, Secretarial, Food Service, Teaching Assistant, Mechanic, Maintenance, Transportation Driver, Director 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 language which appears in this Handbook, not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guarantee of continued employment. Notwithstanding any provisions of this Handbook, employment may be terminated at any time, with or without cause, except as explicitly provided for in any other pertinent section of this handbook or individual contract.

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

This Employee Handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this Handbook should not be considered all inclusive. Copies of Board Policies are available to all personnel on the district website at www.ellsworth.k12.wi.us. 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 Ellsworth Community School District Board of Education.

1.02 Definitions

A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under §118.24, Wis. Stats. and other supervisory administrative personnel designated by the District.

B. Casual Employees: Casual Employees/Community Volunteers are defined as persons who are not scheduled to work on a regular basis and/or a student employee whose employment will terminate with the loss of his/her student status.

C. Discipline: Discipline is defined as an employment action that results in disciplinary suspension or disciplinary demotion. In addition, an employee who is involuntarily transferred or demoted due to poor performance and suffers a loss
of wages, hours or other fringe benefit as a result of such transfer or demotion may also contest the transfer or demotion as discipline.

D. **Regular Employees**: Regular Employees are defined as employees whom the District considers continually employed, working either a fiscal or school year, until the District, at its discretion, changes the status of the employee.

1. **Regular Full-time Employee**: Regular Full-time Employees are determined by employee groups as defined below:

   Teacher: Teachers who are offered a full-time contract indicating a 100% contract for a school year or more.

   All other employees who are regularly scheduled to work 1624 hours on an annual basis are considered to be full time.

2. **Regular Part-time Employee**: Regular part-time employees are defined as one who works a school year or more, but less than 30 hours per week for a school year or more per year.

3. **Exclusions**: A regular full-time or regular part-time employee does not include casual, substitute or temporary employees as defined in this Section.

E. **Seasonal/Summer Employees**: Seasonal employees are those employees who are hired for a specific period of time usually related to the seasonal needs of the District. A summer school employee is defined as an employee who is hired to work for the District during the summer school session. Summer school session is defined as the supplemental educational program offered for District students pursuant to Department of Public Instruction rules and regulations.

1. If seasonal/summer school session employment is available, the District may offer seasonal/summer school employment to the applicable qualified regular school year employees. The District is free to use outside providers to perform such work.

2. The terms and conditions of employment for seasonal/summer school session shall be established by the District at the time of hire. Unless specifically set forth by the District at the time of hire, work performed by a regular employee during a seasonal or summer school session shall not be used to determine eligibility or contribution for any benefits, length of service, or wage/salary levels.

3. Seasonal employees performing non-exempt duties shall be paid as determined by the district on an annual basis.

F. **Substitute Employees**: “Substitute Employees” are defined as non-exempt staff without contracts under § 118.21 or § 118.24 Wis. Stats., hired to replace regular employee during the regular employee’s leave of absence.
G. **Short Term Substitute:** “Short term substitute” means a substitute employee employed for no more than ten consecutive days in the same teaching assignment.

H. **Long Term Substitute:** “Long term substitute” means a substitute employee employed for more than ten consecutive days in the same teaching assignment.

I. **Supervisor:** The District will identify the individual employee’s supervisor on the employee’s job description.

J. **Teacher:** Teachers are defined as persons hired under a contract under §118.22, Wis. Stats.

K. **Temporary:** Temporary employees are defined as persons hired for a specific project for a specific length of time. A temporary employee has no expectations of continued employment.

L. **Termination:** “Termination” is defined as an involuntary discharge involving the dismissal of an employee usually for some infraction of the rules or policies of the District, abandonment of the position, incompetence or other reason deemed sufficient by the Board and/or its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, termination shall not include, for instance, voluntary retirement, voluntary resignation, nonrenewal of contract under §118.22 Wis. Stats. or §118.24, Wis. Stats., separation from employment as a result of a reduction in force, or a non-reappointment of an extra-curricular assignment.

M. **Workplace Safety Definition for Grievance Procedure:** In accordance with relevant state law, the grievance procedure established by the District permits employees to file grievances over workplace safety. For purposes of that procedure, the following guidelines shall apply:

1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).

2. The issue must concern the safety of a person (e.g., not the “safety” of one’s vehicle or other personal possessions).

3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).

4. The issue and proposed remedy must be under the reasonable control of the District.

1.03 **General Personnel Policies**

This Employment Handbook is subservient to, and does not supersede the provisions set forth in District policies located on the District’s website at [www.ellsworth.k12.wi.us](http://www.ellsworth.k12.wi.us) section 3000 for professional staff and section 4000 for support staff.
SECTION 2  EMPLOYMENT LAW

2.01 Employment of Minors
No one under eighteen (18) years of age will be employed without providing proper proof of his or her age. Minors will be employed only in accordance with state and federal laws and District policies.

2.02 Equal Opportunity
No person may be illegally discriminated against in employment by reason of their age, race, religion, creed, color, disability, pregnancy, marital status, sex, citizenship, national origin, ancestry, sexual orientation, arrest record, conviction record, military service, membership in the National Guard, state defense force or any other reserve component of the military forces of Wisconsin or the United States, political or religious affiliation, use or nonuse of lawful products off the employer’s premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker’s compensation benefits, genetic information, or any other factor prohibited by state or federal law, or according to District policy.

The District will provide reasonable accommodations to qualified individuals with a disability and to employees with sincerely held religious beliefs to the extent required by law, unless such accommodations would impose an undue hardship on the District

Requests for accommodations from current employees must be made in accordance with District policies.

2.03 Equal Opportunity Complaints
The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District. See board policies 3122 and 4122 and board policies 4340 and 3340 found on the district website at www.ellsworth.k12.wi.us

2.04 Fair Labor Standards Act and Wisconsin Administrative Code DWD 274.08
Certain types of workers of public employers in Wisconsin are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act (FLSA) as authorized by Wisconsin Administrative Code DWD 274.08. Notification of rights under the FLSA is set forth in the employment poster section in Appendix O: Employment Posters.

2.05 Family and Medical Leave Act
The District is obligated to provide eligible employees with leave from work, and certain associated rights and mandated benefits, as provided under the following laws:

- The federal Family and Medical Leave Act (FMLA)
- The Wisconsin Family and Medical Leave (WFMLA)
• The Wisconsin Bone Marrow and Organ Donation Leave law

The FMLA and WFMLA offer leave entitlements to eligible employees related to the following circumstances:

• Leave for the employee’s own serious health condition.
• Leave to care for certain individuals who have a serious health condition.
• Leave connected to the birth of a child, the adoption of a child, and certain foster placements.

The federal FMLA also provides for periods of leave and various related rights to eligible employees for the following:

• Certain qualifying exigencies that arise when an eligible employee’s spouse, daughter, son, or parent is on covered active duty or has been notified of an impending call or order to covered active duty; and
• To care for a covered service member with a serious injury or illness. The employee must be the spouse, son, daughter, parent, or next of kin of the covered service member.

Separate from the WFMLA and FMLA, state law also provides for work-related leave and certain related rights for eligible employees who serve as a bone marrow or organ donor.

A. Notification of Benefits and Leave Rights: Information concerning federal FMLA entitlements and employee obligations under the FMLA will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1)

Information concerning family and medical leave rights under the Wisconsin Family and Medical Leave Act will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at https://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_7983_p.pdf.

Information concerning leave rights under the Wisconsin Bone Marrow and Organ Donation Leave law will be posted in a conspicuous place where notices to employees and applicants are customarily placed. Employees can view this notice at: http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_18114_p.pdf.

B. Requesting Leave: Employees shall adhere to applicable law and District-established procedures for requesting, using, and returning from a period of leave that may be for an eligible purpose under one or more of the laws addressed in this section. No employee may approve or deny his/her own requests for leave that may be taken under the laws addressed in this policy. The duration and other terms and conditions of any approved leave will be as specified in the applicable laws, as expressly supplemented by District-established guidelines and procedures.
and by the notices that the District provides to an employee in a specific situation.

Pursuant to the established procedures described above, employees are expected to provide the District with reasonable notice of the need for leave, and this notice should be provided in advance of the need for leave whenever possible. Reasonable notice is normally at least five (5) days prior to the date the leave is to begin, except that when five (5) days’ notice is not practicable (e.g., because the need for leave could not reasonable have been foreseen or planned for that far in advance), notice should be given as soon as possible and practical under the circumstances. In most circumstances, when an employee becomes aware of a need for leave fewer than five (5) days in advance, it should be practicable for the employee to provide notice of the need for leave either the same day or the next business day after becoming aware.

C. Eligibility Determinations: To the extent required by any applicable state or federal law or regulation, upon the District’s receipt of an employee’s request for such leave, or once the District becomes aware that an employee’s need for leave is for a reason that may qualify under any of the types of leave being addressed in this section of the Handbook, the District will:

- Notify the employee if he or she is eligible for leave and, if eligible for leave under the federal FMLA, provide a notice of rights and responsibilities under the federal FMLA including notice of the employee’s ability to take leave intermittently or on a reduced schedule (if eligible).
- Notify the employee of the reason for ineligibility or denial of leave, if such a determination is made.
- Notify the employee if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees are encouraged to direct any questions regarding this section of the handbook, or its applicability to their particular circumstances, to the Human Resource Specialist.

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


2.07 Employee Harassment Based on a Legally Protected Status
A. Policy Statement: The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of unlawful employment harassment.

B. Unlawful Employment Harassment: The District shall not tolerate unlawful harassment in employment based on any personal protected class characteristic
described above in Section 2.02. Unlawful employment harassment that could alter conditions of employment, or form a basis for personnel decision, or interfere with employee’s work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of unlawfully harassing District employees in the workplace. Unlawful employment harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile or offensive working environment. Unlawful harassment in employment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

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

In determining whether harassment is sufficiently severe or pervasive to create a hostile work environment, the harasser's conduct should be evaluated from the objective standpoint of a "reasonable person."

C. Employee Responsibility: All employees are responsible for ensuring that unlawful harassment in employment does not occur. The District intends to comply with both the letter and spirit of the law in making certain that unlawful harassment in employment does not exist in its policies, regulations and operations. Anyone who believes that he or she has been the subject of unlawful employment harassment or has knowledge of violations of this handbook provision or board policy shall report the matter in accordance with established complaint procedures. All reports regarding unlawful employee harassment shall be taken seriously and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint in good faith under the board policy. The District shall take appropriate and necessary action to eliminate unlawful employee harassment. Actions that are determined to be unlawful harassment in employment shall be subject to disciplinary action, up to and including dismissal.
All employees have a duty to report incidents of alleged unlawful employment harassment to their immediate supervisor, Title IX Coordinator or designated equal employment officer. Employees who fail to report incidents of alleged unlawful employment harassment may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to unlawful employment harassment complaints or to act on their knowledge of violation of board policy will likewise be subject to disciplinary action, up to and including dismissal.

2.08 Bullying

A. Policy Statement: The District is committed to providing fair and equal employment opportunities and to providing a professional work and student learning environment free of all forms of bullying and harassment prohibited by Wisconsin Criminal Statutes, e.g. Wis. Stats. 947.013 and 947.0125.

1. Bullying: Bullying is defined as systematic or repeated infliction (or attempted or threatened infliction) of physical harm or psychological/emotional distress on one or more students, staff, or other persons. It involves purposeful or intentional written, spoken, nonverbal, or physical behavior, including but not limited to any threatening, intimidating, insulting, degrading, or dehumanizing conduct, gesture, or communication that has the effect of doing any of the following:

   a. Substantially interfering with any employee’s work or a student’s education;
   b. Substantially interfering with a person’s ability to participate in or benefit from any school activity or program;
   c. Endangering the health, safety, or property of the target(s) of the behavior;
   d. Creating a threatening, intimidating, hostile, or offensive environment within any District school, activity, or program; or
   e. Substantially disrupting the orderly operation of the school.

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

Bullying is deliberate/purposeful conduct, but intent/purpose may properly be inferred from the totality of the circumstances (e.g., where the behavior is persistent/repeated or where the responsible party reasonably should have been able to foresee the consequences of his/her actions and the manner in which his/her conduct would be likely to be perceived by the target(s) of the conduct).
Bullying can involve direct interaction between the aggressor-bully and the target(s), or it can be indirect (such as orchestrating others to engage in acts of bullying; facilitating bullying conduct by others; etc.).

Not all behaviors that (1) hurt another person’s feelings; (2) are a manifestation of an interpersonal conflict; (3) are legitimate employment actions initiated by a supervisor and/or his/her designee or (4) are in some way unkind amount to acts of bullying. Further, it shall be a goal of the District’s workplace and educational programs to help staff, students and others recognize and acknowledge that even one-time instances of, for example, name calling, negative teasing, put-downs, or excluding others (when inclusion was readily possible) are inappropriate and problematic for a number of reasons.

In determining whether bullying has occurred, the conduct that the targeted employee was subjected to should be evaluated from the objective standpoint of a "reasonable person."

B. Employee Responsibility: All employees are responsible for ensuring that bullying does not occur. Anyone who believes that he or she has been the subject of bullying or has knowledge of violations of this handbook provision or board policy shall report the matter in accordance with established complaint procedures. Complaints under this section will be investigated and responded to using a procedure that the administration finds appropriate in light of the seriousness of the allegations (so the investigation and response can be proportional to the seriousness of the allegations) and may not follow the same procedures as applicable for unlawful employment harassment. All reports regarding bullying shall be taken seriously and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint in good faith under the board policy. The District shall take appropriate and necessary action to eliminate-bullying. Actions that are determined to be bullying shall be subject to disciplinary action, up to and including dismissal.

All employees have a duty to report incidents of alleged bullying to their immediate supervisor, Title IX Coordinator or designated equal employment officer. Employees who fail to report incidents of alleged bullying may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to bullying complaints or to act on their knowledge of violation of board policy will likewise be subject to disciplinary action, up to and including dismissal.
SECTION 3  GENERAL EMPLOYMENT PRACTICES AND EXPECTATIONS

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

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

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

3.02 Accident/Incident Reports
All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities including field trips and other away events are to be reported to the building principal/immediate supervisor immediately. Reports should cover property damage as well as personal injury. A First Report of Injury Report (can be found on the HR page of the district website) must be completed in conjunction with the building principal/supervisor within twenty-four (24) hours or the next scheduled District workday, as appropriate. In the event of a work-related accident or injury, please see the Worker’s Compensation section of this Handbook.

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

Employees who are unable to report to work shall follow the applicable procedures by completing required paperwork for reporting his/her absence. Any time spent not working during an employee’s scheduled day must be accounted for within the Employee Portal and if applicable also AESOP, using the appropriate reasons as defined in the Handbook sections defining leaves. The District will monitor attendance and absence patterns. Theft of time and/or improper modification of time worked records will be
investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work on such day could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

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

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

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

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

Notwithstanding the District’s normal attendance and absence reporting requirements as identified above, the District will permit an employee who is a volunteer firefighter, emergency medical services practitioner, emergency medical responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation to be late for, or absent from work without pay if (a) the lateness or absence is due to the employee responding to an emergency that begins before the employee is required to report to work, and (b) the employee complies with the following requirements:

A. Within 30 days of becoming a member of a volunteer fire department or fire company or becoming affiliated with an ambulance service provider, the employee must submit to the district office a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider that notifies the District that the employee is a volunteer firefighter, emergency medical services practitioner, emergency medical responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation.

B. When dispatched to an emergency, the employee must make every effort to notify the immediate supervisor that he/she may be late for or absent from work due to the employee’s response to an emergency. If the employee cannot provide prior notification to the immediate supervisor due to the extreme circumstances of the
emergency or because he/she was not able to contact the immediate supervisor, the employee must submit to the immediate supervisor, a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider that explains why the employee could not provide prior notice that he/she would be late and/or absent from work.

C. If an employee is late for or absent from work due to his/her response to an emergency, he/she must, upon request, provide a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider with certifies (a) that the employee was responding to an emergency during the time period that the employee was late for or absent from work and (b) the date and time of the response to the emergency.

If an employee’s status as a member of a volunteer fire department or fire company or as an affiliate of an ambulance service provider changes, including termination of that status, the employee shall notify the District Office of the change as soon as practicable.

If an employee is absent from work pursuant to these provisions, the employee may substitute accrued, paid leave time (e.g., sick/personal leave/P.T.O.) to cover a period of absence due to the employee’s response to an emergency.

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

3.05 Child Abuse Reporting
A. Except as provided under Wisconsin Statute § 48.981, sub. (2m), any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in section B. At all times, school employees shall make the report to county child protective services or law enforcement personnel as quickly as possible. Any delay is not in the best interests of the child and is not consistent with the District policy.

B. A person required to report shall immediately inform, by telephone or personally, the applicable District administrative personnel and the county department or, in a county having a population of 500,000 or more, the department or a licensed
child welfare agency under contract with the department or the sheriff or city, village, or town police department of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

C. District employees, including administrators, may not attempt to delay, modify, or prevent any report of suspected or threatened child abuse or neglect. School personnel are not responsible for investigating child abuse or neglect reports or for proving that abuse or neglect has occurred or will occur. Investigating child abuse and neglect reports is the legal responsibility of trained county child protective services and/or law enforcement personnel.

3.06 Threats of School Violence Reporting

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

1. The facts and circumstances contributing to the belief that there is such a serious and imminent threat shall be reported immediately, by telephone or personally, directly to a law enforcement agency.

2. The person making the report to law enforcement shall also immediately inform the Building Administrator of the nature of the threat and circumstances. Such notice to a responsible administrator or supervisor in the District does not have to be given prior to contacting a law enforcement agency.

B. The administration shall promptly evaluate and process known threats of school-related violence according to the District school safety plan and under any other established procedures for responding to safety emergencies.

C. The District shall not take any disciplinary action against a school employee, discriminate against an employee in regard to employment, or threaten an employee with any such treatment for making a report of threatened school violence in good faith under this handbook provision. School employees may be subject to District disciplinary action, as well as penalties under state law, for failure to report such threats.

3.07 Communications

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

A. Electronic Communications:
1. Electronic communications are protected by the same laws and policies and are subject to the same limitations as other types of media. When creating, using or storing messages on the network, the user should consider both the personal ramifications and the impact on the District should the messages be disclosed or released to other parties. Extreme caution should be used when committing confidential information to the electronic messages, as confidentiality cannot be guaranteed.

2. The District may review email logs and/or messages at its discretion. Because all computer hardware, digital communication devices and software belong to the Board, users have no reasonable expectation of privacy, including the use of email, text-messaging and other forms of digital communications, e.g. voicemail, Twitter, Facebook, etc. The use of the District’s technology and electronic resources is a privilege which may be revoked at any time. The District may through such review of email logs and/or messages inadvertently obtain access information for an employee’s personal internet account through the use of an electronic device or program that monitors the District’s network or through an electronic communications device supplied or paid for in whole or in part by the employer. If such personal internet access information is obtained by the District, the District shall not use that access information to access the employee’s personal internet account unless permitted by law.

3. Electronic mail transmissions and other use of the District’s electronic communications systems or devices by employees shall not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use. This monitoring may include, but is not limited by enumeration to, activity logging, virus scanning, and content scanning. Participation in computer-mediated conversation/discussion forums for instructional purposes must be approved by curriculum or District administration. External electronic storage devices are subject to monitoring if used with District resources.

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

1. The user in whose name a system account is issued will be responsible at all times for its proper use. Users may not access another person’s account without written permission from an administrator or immediate supervisor.

2. The system may not be used for illegal purposes, in support of illegal activities or for any other activity prohibited by District policy.
3. Users may not redistribute copyrighted programs or data without the written permission of the copyright holder or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.

4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material. The user must then notify the building administrator and/or immediate supervisor of the site address that should be added to the filtering software, so that it can be removed from accessibility.

5. A user may not disable internet tracking software or implement a private browsing feature on District computers or networks. Browsing history shall only be deleted by authorized staff or in accordance with the District’s technology department’s directives.

C. Electronic Communication with Students: Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.

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

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

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

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

D. **Limited Electronic Communication with Students:** Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District only with the following guidelines:

1. The employee shall limit communications to matters within the scope of the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests).

2. If an employee receives an unsolicited electronic contact from a student that is not within the employee’s professional responsibilities, (e.g., for classroom teachers, matters relating to class work, homework, and tests), the employee shall not respond to the student using any electronic media except to address a health or safety emergency.

3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page (“professional page”) for this purpose. The employee must enable administration and parents to access the employee’s professional page.

4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.

5. The employee shall not communicate with any student between the hours of 10 p.m. and 7 a.m. unless the employee has supervisory responsibilities for the student at the time. An employee may, however, make public posts to a social network site, blog, or similar application at any time.

6. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.

7. Upon receiving a complaint or written request from a parent, the administration may direct an employee to refrain from communicating with the parent’s minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.

E. **Retention of Electronic Communications and other Electronic Media:** The District archives all non-spam emails sent and/or received on the system in accordance with the District’s adopted record retention schedule. After the set time has elapsed, email communications may be discarded unless the records may be relevant to any pending litigation, pending public records request, or other
good cause exists for retaining email records. See Board policy 8310 found on the District website at www.ellsworth.k12.wi.us

Employees who create student records via email need to ensure that student records are retained for the period of time specified by the student records law. For this reason, the District heavily discourages the use of email as the means to communicate about individually identifiable students. See the Wisconsin Records Retention Schedule for School Districts found at www.dpi.wi.gov/lbstat/pdf/wi-rssd.pdf

F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearing, and any other Board sanctioned meeting recorded in accordance with Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District,

G. Compliance with Federal, State, and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employees is using private or public equipment, on or off District property. These restrictions include:

1. Confidentiality of student records. See Board Policies 8330 and 8350 found on the District website at www.ellsworth.k12.wi.us

2. Confidentiality of other District records, including staff evaluations, credit card numbers, and private email addresses. See Board policy 8320 found on the District website at www.ellsworth.k12.wi.us

3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. See Board policy 8320 found on the District website at www.ellsworth.k12.wi.us

4. Prohibition against harming others by knowingly making false statements about a colleague or the District. See Board policies 3310 and 4310 found on the district website at www.ellsworth.k12.wi.us

5. Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. See Board policies 3213 and 4213 found on the district website at www.ellsworth.k12.wi.us
6. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.

H. **Personal Web Pages**: Employees may not misrepresent the District by creating, or posting any content to, any personal or non-authorized website or app that purports to be an official/authorized website/app of the District. No employee may purport to speak on behalf of the District through any personal or other non-authorized website or app.

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

J. **Disclaimer**: The District’s electronic systems are provided on an “as is, as available” basis. The District does not make any warranted, whether expressed or implied, including without limitation, those of merchantability and fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The District does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the system user’s requirements, or that the system will be uninterrupted or error-free, or that defects will be corrected. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the systems are those of the individual or entity and not the District. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the District’s electronic communication system.

**3.08 Confidentiality**

Pupil information employees obtain as the result of their employment with the District is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policies 8330 and 8350 found on the District website at [www.ellsworth.k12.wi.us](http://www.ellsworth.k12.wi.us). The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including
employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

3.09 Conflict of Interest
A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee’s position with the District. Employees are asked to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their immediate supervisor information of any transaction that may be considered a conflict of interest as soon as they know the facts. No employee may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or her immediate family, or for an organization with which he or she is associated. See Board policy 1130 found on the District website at www.ellsworth.k12.wi.us

3.10 Contracts and Conflict of Interest
No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct, or indirect, if at the same time the employee is authorized or required by law to participate in the employee’s capacity as an employee in the making of that contract or to perform in regards to that contract some official function requiring the exercise of discretion on the employee’s part. No employee may, in the employee’s capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employer’s part. See Wis. Stats. §946.13(1)(a) and (b). See Board policy found on the District website at www.ellsworth.k12.wi.us

3.11 Copyright
A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as “fair use” under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the Superintendent or his/her designee. See Board policy 2531 found on the District website at www.ellsworth.k12.wi.us

3.12 Criminal Background Checks
Every applicant for a District position is required to file in writing, in advance of employment on forms provided by the District, a statement identifying whether the applicant:
A. Has been convicted of a misdemeanor or felony in this state or any other state or country;

B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the District’s performance expectations, incompetence, inefficiency, neglect of duty, unprofessional conduct or insubordination; or

C. Has any pending criminal charges filed against him or her.

D. Additionally, all persons applying for any position shall be required to:

1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information; and

E. Employment may be offered pending the return and disposition of such background checks. All offers of employment are contingent upon the results of such checks. Knowingly falsifying information shall be sufficient grounds to withdraw an offer of employment or to terminate employment from the District.

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

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

A. crimes involving school property or funds;

B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;

C. crimes that occur wholly or in part on school property or at a school-sponsored activity;

D. a misdemeanor which involves moral turpitude (e.g. an act or behavior that gravely violates moral sentiment or accepted moral standards of the community); or

E. a misdemeanor which violates the public trust.

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

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

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

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

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

### 3.14 District Property

The District may supply an employee with equipment or supplies to assist the employee in performing his/her job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions against theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee’s last date of employment, including, but not limited by enumeration.

### 3.15 Diversity Initiatives

It is the policy of the District to take initiatives to achieve equal employment opportunity in all personnel actions and procedures, including, but not limited to, recruitment, hiring, training, transfers, promotions, compensation, and other benefits.

This policy is to be administered not only without prejudicial and discriminatory regard to any protected status which includes but is not limited to race, creed, color, disability, national origin, sexual orientation, religion, age and sex, but special efforts in recruitment and employment shall be taken to overcome barriers to equal employment opportunities.
3.16 Drug, Alcohol, and Tobacco Free Workplace

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

1. Tobacco and Nicotine Products: Employees shall not use tobacco and nicotine products except for nicotine products used as part of a smoking cessation program, as defined below, on District premises, in District vehicles, or in the presence of students at school or school-related activities. § 120.12(20), Wis Stats. In addition, the District prohibits the use of vaping products regardless of whether such products contain tobacco or nicotine. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment.

2. Definitions: A “tobacco product” includes, for example, chewing tobacco, cigarettes, cigars, and snuff. A “nicotine product” means any product that contains nicotine and is not a tobacco product, a cigarette, or a product that has been approved by the U.S. Food and Drug Administration for sale as a smoking cessation product or for another medical purpose and is being marketed and sold solely for such an approved purchase (e.g., nicotine gum, nicotine skin patches). Nicotine products covered by this prohibition might include, for example, electronic cigarettes (e-cigarettes) with nicotine, nicotine vaporizers, and nicotine lollipops.

B. Drug-Free and Alcohol-Free Workplace

1. General Restrictions on Alcohol and Drugs: The District prohibits the following conduct by any person who is on District premises (i.e., property that is owned, leased, or controlled by the District); in a District vehicle, or participating in a District-sponsored activity:

   a. The unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance (as defined under state or federal law, including all illegal drugs), a hazardous inhalant, or alcohol.

   b. Being under the influence of a controlled substance (excluding the lawful and medically-appropriate use of medication), a hazardous inhalant, or alcohol in any manner that violates the law, violates a District policy, creates a disturbance, or jeopardizes safety.

   c. The possession or distribution (including the purchase, sale, or transfer) of any substance that is represented as a controlled substance.

2. Additional Drug and Alcohol Restrictions Applicable to All Employees: District employees are subject to additional restrictions regarding alcohol and controlled substances. Specifically, except as otherwise required by law or specified in this policy, do District employee may possess, manufacture, distribute, dispense, use, or be under the influence of alcohol or a controlled substance, or use or be under the influence of a hazardous
inhalant, when the employee is (1) on District premises; (2) in any vehicle being used for District business; or (3) regardless of location, at any District-authorized activity, event, or function at a time when the employee is acting in the scope of his/her employment, responsible for District students, or otherwise acting as an agent of the District. For purposes of this provision, being under the influence of alcohol includes having a detectable alcohol concentration of 0.02 or higher.

In addition, the District does not condone any unlawful conduct related to alcohol or controlled substances, or the misuse of alcohol or controlled substances, by a District employee even when the employee is off duty and not on District property. Where off-duty conduct relating to alcohol or controlled substances has a legally-sufficient connection to an individual’s employment, it can serve as the basis for employment-related discipline or other employment-related consequences.

3. Exceptions Applicable to Employees: The following are exceptions to the above-stated restrictions on employees:

a. Provide that the medication(s) are not misused in any way and that they do not interfere with the safe and acceptable performance of the employee’s job, an employee may possess and work while taking over-the-counter medication or his/her own prescription medication(s) in accordance with applicable instructions. It is the employee’s responsibility to obtain the advice of a licensed medical practitioner to ensure that the employee can safely perform his/her job responsibilities while he/she is taking his/her medication(s).

b. Where there is a legitimate and District-authorized purpose, an employee may possess and use otherwise-lawful products for such authorized purpose(s), even if the product could be an intoxicant if the product were consumed or misused (e.g., because the product contains alcohol or emits hazardous vapors).

4. Drugs and Alcohol Testing Based on Individualized Circumstances (Reasonable Suspicion): If a supervisor or administrator has actual knowledge of or reasonable suspicion concerning an employee’s employment-related possession or use of alcohol or controlled substances in violation of District policy or any applicable law (e.g., use on the job or being under the influence upon reporting for work or while working), the employee may be required to submit to testing for alcohol and/or controlled substances. Any drug and alcohol testing of District employees shall be conducted using procedures that reasonably protect the privacy interests of the employee and the integrity of the test results.

5. Position-Based and Duty-Based Restrictions and Requirements: Certain employees may be subject to additional requirements and restrictions
related to alcohol and drugs based on their positions or job duties. For example:

a. **CDL Drivers**: Any employee who holds a commercial driver’s license and who is responsible for driving a school bus or other qualifying commercial motor vehicle as part of their employment is subject to U.S. Department of Transportation regulations that address alcohol and drug use/testing and to the District’s related policies and procedures. 49 C.F.R Parts 40 and 382.

b. **Work under a Federal Grant or Federal Contract**: An employee who is engaged in the performance of a federal contract or qualifying federal grant must notify the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace. This notification shall be made within 5 days of the conviction, and the District Administrator of any criminal drug statute conviction for a violation occurring in the workplace. This notification shall be made within 5 days of the conviction, and the District Administrator or his/her designee must then notify the appropriate federal agency and take other appropriate action. 41 U.S.C. § 8103(a)(1)(D)

6. **Consequences for Drug and Alcohol Violations**: Compliance with the District’s policies and rules regarding alcohol and drugs in the workplace is mandatory and a condition of employment. School employees shall cooperate with supervisors and with law enforcement personnel in investigations concerning any possible violations of these provisions. Employees who violate the District’s policies or rules regarding these substances are subject to consequences, including referral to drug and alcohol counseling or rehabilitation programs, reassignment, monitoring plans (which, to the extent permitted by law, may include testing), discipline (up to and including termination), and/or referral to appropriate law enforcement officials.

7. **Employee Assistance Program**: The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical, or productivity concerns or problems, which may also involve concerns related to alcohol or controlled substances. The EAP helps in the prevention, identification, and resolution of these problems and concerns. Information about the EAP, including contact information for the program, can be obtained from the district office.

### 3.17 False Reports

Employees may be disciplined for filing false reports or statements including but not limited to the following: accident reports, attendance reports, insurance reports, physician’s statements, pre-employment statements, sick leave requests, student records, tax withholding forms and work reports.
3.18 Financial Controls and Oversight
The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the District Administrator or designee, the Board President, or local law enforcement. Reports of suspected fraud or financial impropriety shall be processed in a manner that gives appropriate consideration to the confidentiality of these matters. Limited disclosure may be necessary to complete a full investigation or to comply with law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. See Board policy 8900 found on the District website www.ellsworth.k12.wi.us

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

A. Fraud and financial impropriety shall include but is not to be limited to the following:

1. forgery or unauthorized alteration of any document or account belonging to the District;
2. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
3. misappropriation of funds, securities, supplies, or other District assets, including employee time;
4. impropriety in the handling of money or reporting of District financial transactions;
5. profiteering as a result of insider knowledge of District information or activities;
6. unauthorized disclosure of confidential or proprietary information to outside parties;
7. unauthorized disclosure of investment activities engaged in or contemplated by the District;
8. accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy.
9. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;

10. failure to provide financial records required by state or local entities;

11. failure to disclose conflicts of interest as required by law or District policy;

12. disposing of District property for personal gain or benefit and,

13. any other dishonest act regarding the finances of the District.

B. Fraud Investigations: If an employee is found to have committed fraud or financial impropriety, the District Administrator or designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, District Administrator, or designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

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

It is the District’s policy (See Board policy 6460) for individuals to decline gifts, gratuities or favors from any outside organization or individual doing business or seeking to do business with the District. Gifts that are intended for the benefit of the District should be referred to the Superintendent for proper procession under the District’s policy on gifts and solicitations and the terms of §118.27, Wis. Stats. Gifts of nominal or of insubstantial value and services offered for a reason unrelated to the employees’ position and which could not reasonably be expected to influence a decision could be accepted. Larger gifts to employees as an individual and gifts of more than a nominal or insignificant value should be graciously declined. Please refer to Board policy found on the District website at
www.ellsworth.k12.wi.us for information on conflicts of interest and Board policy 6460 for gifts and solicitations and §19.59 Wis. Stats.

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

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

3.22 Investigations
A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to his/her supervisor(s) or any other District official assigned to investigate all relevant and factual information about matters inquired except as provided for below in paragraph “B”. Employees failing to volunteer such information shall receive a directive from an administrator to provide a statement. The employee’s failure to comply with the directive may constitute “insubordination”, a violation that will be grounds for disciplinary action up to and including termination.

B. Investigation interplay with potential criminal conduct: If the alleged misconduct may constitute criminal conduct by the employee, the employee may be provided a Garrity warning. Garrity v. New Jersey, 385 U.S. 493 (1967).

C. Administrative Leave: The District may place an employee on administrative leave, paid or unpaid, during an investigation into alleged misconduct by the employee.

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

3.24 Nepotism
A. Applicants for employment in the District shall be selected without regard to a relationship by affinity or consanguinity, which they may have with a current employee of the District. However, to avoid possible conflicts of interest, which may result from employment procedures, an employee who is related by affinity...
or consanguinity to another employee or applicant shall not participate in any
decision to hire, retain, promote, evaluate or determine the salary of that person.

B. **Definition:** For the purposes of this *Handbook*, a “relationship by affinity” is
defined as on the includes, but is not limited to, a relationship which an individual
has with his or her spouse, designated partner, father-in-law, mother-in-law,
brother-in-law, sister-in-law, son-in-law, daughter-in-law, adoptive sibling,
adoptive child, adoptive parent, adoptive first cousin, a financial dependent or co-
dependent (for example, sharing the same place of residence). A “”relationship
by consanguinity” is defined as a relationship in which an individual has with a
blood relative that extends to first cousin. The phrase “decision to hire” includes
every aspect of the hiring process.

C. **Employee Reporting Requirements:** Should a District employee be called upon to
participate in a decision to hire, retain, promote, evaluate, or determine the salary
of a person related to him or her by affinity or consanguinity, as defined above,
the employee shall refrain from participating in such decision and shall instead
delegate his or her decision making authority regarding that person to the District
Administrator or his or her designee. Should the District Administrator be called
upon to participate in a decision to hire, retain, promote, evaluate or determine the
salary of a person related to him or her by affinity or consanguinity as defined
above, he or she shall refrain from participating in such decision and shall instead
delegate his or her decision making authority in regard to the employment status
of that person (i.e., decision to hire, retain, promote, evaluate, etc.) to another
employee of the District.

### 3.25 Operators of District Vehicles and Mobile Equipment

A. **Notice of Traffic Violations:** All employees who drive a District vehicle or
operate mobile equipment must notify their immediate supervisors immediately of
any driving citation or conviction of a traffic violation. Supervisors receiving
such notice will immediately notify the District Administrator. Payment for any
citations received while driving a District vehicle is the responsibility of the
driver. The reporting provision applies to citations or convictions as a result of
operating either a District vehicle or personal vehicle, forklifts, pallet jacks,
trenchers, and golf carts.

B. **Commercial Driver’s License (CDL):** In addition to the notice requirements in
paragraph A, above and pursuant to CDL Requirements, a CDL driver must notify
his/her employer, in writing and within three (3) days, of a conviction for any
traffic violations regardless of the type of vehicle being driven at the time of the
violation.

C. **Personal Transportation Utilized for School Use:**

1. **Car Insurance:** Employees who transport students for school activities in
their cars shall carry minimum insurance policy limits of $500,000
combined single limit (CSL) liability, $250,000/$500,000 and $100,000
property damage. Employees must notify and receive approval from the
building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee’s driving record and an examination of the vehicle. See Wis. Stats. §121.555 for minimum coverage standards. District handbook expectations exceed state statute minimums.

2. Operator Requirements: Employees who transport students in a motor vehicle transporting 9 or less passengers in addition to the operator or who transport students in a motor vehicle described in §121.555(1)(b) shall be subject to the following operator requirements:

a. The operator shall possess a valid operator’s license from Wisconsin or any state other than Wisconsin and includes the District of Columbia, the commonwealth of Puerto Rico and any territory or possession of the United States, any federal military installation located within the territorial boundaries of Wisconsin and any province of the Dominion of Canada.

b. The operator shall be at least 18 years of age.

c. The operator shall have sufficient use of both hands and the foot normally employed to operate the foot brake and foot accelerator.

d. The operator shall submit at least once every three years a statement from his or her health care provider stating that the operator is not afflicted with or suffering from any mental or physical disability or disease such as to prevent the operator from exercising reasonable control over a motor vehicle.

3. Personal Vehicle Reimbursement: Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion, provided the District’s maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of five hundred dollars ($500.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.

4. All transportation will be done in accordance with Board policy.

3.26 Outside Employment

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

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

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

3.28 Personal Property
A. Liability: The District does not assume any responsibility for loss, theft or
damages to personal property. In order to minimize risk, the District advises
employees not to carry unnecessary amounts of cash or other valuables. If
employees bring personal items to work, they are expected to exercise reasonable
care to safeguard them. The District is not liable for vandalism, theft, or any
damage to cars parked on school property. The District carries no accident
insurance coverage for any loss or injury for which the District does not have
legal responsibility.

B. Search of Personal Effects (Please see section 3.39 of the Handbook for
information on the Search of District Property): Employees should have no
expectation of privacy to items contained in plain view, for example, but not
limited by enumeration to automobiles parked on the District’s property, items
left on top of or within desks and cabinets, lockers, etc. Items not in plain view
and contained within personal property, e.g. purse, satchel, wallet, coat, backpack,
etc., may be searched in accordance with applicable state and federal law.

3.29 Personnel Files
An employee shall have the right, upon request and consistent with the timelines and
content limitations specified in state law, to review the contents of his/her personnel file,
at least two (2) times per calendar year while in the presence of the administrator or his
desigee. The employee shall be entitled to have a representative accompany him/her
during such review. This examination must be accomplished in the presence of the
person officially charged by the District Administrator with custody of those files. The
removal of this file from the safekeeping place will be done by the official personnel file
custodian. The employee’s personnel file or any part thereto may not be removed from
the visual presence of the official custodian. An employee shall have the right, upon
request, to receive copies of any documents contained in the personnel file except those
delineated in §103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such a copy.

If the request to review personnel records is pursuant to an active grievance filed by that employee, the District will provide copies of the records to the employee, at the employee’s expense, and the employee and his or her representative may examine the copies outside of the presence of the administrator/records custodian.

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his or her file. If the District denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the District must also release the attached employee rebuttal statement to the third party. See Board policy 8320 found on the District website at www.ellsworth.k12.wi.us §103.13(4) Wis. Stats.

3.30 Personnel- Student Relations
All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is eighteen years old. Employees may not use profane or obscene language or gestures in the workplace.

The Board fully supports the right and desire of teachers to maintain a proper disciplinary atmosphere in all classrooms. The Board further realizes that this is necessary if students and teachers are to realize maximum effectiveness in the cooperative goals of educational excellence.

3.31 Physical Examination
A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that employees are of sound health, sufficient to perform the essential functions of their assignment, is necessary to make binding the offer of employment or the initial contract, as applicable, with the District.

B. Fitness for Duty: The District may require a physical and/or mental examination at the expense of the District where reasonable doubt arises in the minds of the District concerning the current health of the employee and/or the ability of the employee to perform essential functions of the job with or without reasonable accommodation, and consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request or failure to provide a
doctor’s certification of sufficiently sound health to perform duties assigned may result in discipline up to and including discharge/termination.

3.32 Political Activity
Employees may exercise the rights and privileges of any citizen in matters of a political nature consistent with the following restrictions:

A. No school employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitations, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics.

B. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a “political purpose” includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District building, office or facility in order to request, make or receive a contribution for a political purpose.

C. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. This provision does not apply to use of District facilities by employees for events or activities that are not within their scope of employment and that are held pursuant to the District’s policies regarding facilities use by third parties.

D. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

E. This section does not apply to the provision of information by school employees in connection with any election, referendum, or legislation where authorized by the school board or District Administrator and where consistent with legal limitations on the use of public funds and school District resources.

3.33 Position Descriptions
Position descriptions are available for inspection for each District employee. At a minimum, the descriptions will include the job title and description, the minimum qualifications, and the essential functions of the position. Employees must be able to perform the essential functions of the job description.

3.34 Severance from Employment
An employee’s employment relationship shall be broken and terminated by:
A. Termination pursuant to the terms of this *Handbook* and the employee’s individual contract (if any);

B. voluntary resignation;

C. retirement;

D. nonrenewal of the employee’s contract (only applicable to employees where nonrenewal rights are provided under the Wisconsin statutes);

E. failure to return to work following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer (only applicable to employees where a reemployment process is expressly provided for in other sections of this *Handbook*);

F. failure to return to work the day following the expiration of an authorized leave of absence; and

G. job abandonment.

**3.35 Solicitations**

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

**3.36 Teamwork**

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

A. Getting to know co-workers and their capabilities.

B. Helping to create a pleasant, caring and enjoyable work atmosphere.

C. Making use of District technology to effectively communicate with all employees in the District.

D. Making use of District technology in order to perform all job functions well.

Teamwork is demonstrated by showing respect, cooperation and leadership at all times for the purpose of achieving the district’s goals and mission. Serving as an effective team member is a key component in accomplishing the District’s mission.

**3.37 Wellness**

A. **Educational Environment:** District employees are encouraged to facilitate a healthy learning atmosphere for students to promote wellness. The District encourages staff to use foods of a high nutritional value in fundraising activities and to create an educational environment that supports the promotion of healthy food and beverage choices for students. Using food as a learning or behavior incentive should be kept to a minimum. The withholding of a meal as punishment
is prohibited. See Board policy 8510 found on the District website at www.ellsworth.k12.wi.us

B. Employee Wellness: The District shall encourage healthy behaviors by providing wellness programs, educational opportunities and a healthy work environment for employees.

3.38 Employee (Whistleblower) Protection

A. Complaint Procedure: If any employee of the District reasonably believes that some policy, practice, or activity of the District is in violation of law, a written complaint must be filed by that employee with the District Administrator. If the complaint is about a practice or activity of the District Administrator, the complaint must be filed with the Board President.

B. Purpose: It is the intent of the District to adhere to all laws and regulations that apply to the District, and the underlying purpose of this provision is to support the District’s goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations.

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

3.39 Work Spaces, Including Desks, Lockers, etc.

Employees shall have no expectation of privacy with respect to any item or document stored in or on District-owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of the classroom. Accordingly, the District may at any time and in its sole discretion conduct a
search of such property, regardless of whether the searched areas or items of furniture are locked or unlocked except as provided for under section 3.28, subsection B of this 
Handbook.

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

3.41 Workplace Safety
A. Adherence to Safety Rules: All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor. Fire safety is an essential element of having a safe working environment. Employees should know the following:

1. Location of fire alarms;
2. Location of fire extinguishers;
3. Evacuation routes; and
4. Whom to notify in case of fire.

Employees need to take precautions to prevent fires from occurring. In the event of a fire, the most important task is to sound the alarm and clear the building. Employees should not risk their safety in fighting fires.

B. Protection of Staff: An employee shall report all cases of assault or injury suffered in connection with employment in the performance of duties to the District Administrator or his/her designee, who shall acknowledge receipt of such report and keep the staff involved and informed of action taken.

1. “Injury” means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
2. “Performance of duties” means duties performed within the employee’s authorized scope of employment and performed in the line of duty.

C. Notification of Safety and Health Standards: Wisconsin Statute §101.055 requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore, the employee may request the Wisconsin Department of Safety and Professional Services to conduct an inspection.

The District shall not discriminate against or discharge any employee for exercising any right afforded by this section. An employee may file a grievance under the Part 1, section 5 of this Handbook and Board policies 3340 and 4340 found on the District website at www.ellsworth.k12.wi.us to address the workplace safety issues as defined in subsection F, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See WIS.STAT. §101.055; Public Employee Safety and Health, available at http://commerce.wi.gov/sb/docs/SBPibSectSafEmployeePoster9301.pdf

D. Weapons Prohibition: Except as otherwise permitted by this section, firearms and dangerous weapons are prohibited on all property of the District. The prohibition includes firearms in vehicles on school property. Firearms and dangerous weapons have the definitions set forth in the following statutory provisions: WIS. STAT. §120.13(1), 948.60, 605.61

1. This prohibition does not apply where state law prohibits a school district from restricting any individual’s right to possess a firearm or other weapon in a location covered by this policy (e.g., law enforcement officers possessing a firearm or other weapon on school grounds).

2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation or approval of the superintendent for specific curricular purposes.

3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing from the District Administrator. The person(s) conducting the hunter safety class will assume responsibility for the safe
handling and care of the firearms/weapons and see to it that all firearms/weapons are removed from the premises promptly after the class.

E. Disaster Preparedness: All employees must become familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member and student must follow proper procedures.

3.42 Violence in the Workplace

A. Expectations: Violent behavior of any kind or threats of violence, either direct or implied are prohibited on District property and at District sponsored events. The District will not tolerate such conduct in its employees, former employees, contractors, or visitors. An employee who exhibits violent behavior shall be subject to disciplinary action up to and including termination and may also be referred to law enforcement.

B. Definitions as Used Under this Section:

1. Workplace Violence: Behavior in which an employee, former employee, contractor or visitor to a workplace inflicts or threatens to inflict damage to property, serious harm, injury or death to others at the District or under the direct supervision of the District.

2. Threat: A communicated intent to inflict physical or other harm on any person or property.

3. Intimidation: Behavior or communication that comprises coercion, extortion, duress or putting in fear.

4. Court Order: An order by a Court that specifies and/or restricts the behavior of an individual. Court Orders may be issued in matters involving domestic violence, stalking or harassment, among other types of protective orders, including temporary restraining orders.

C. Prohibited Behavior: Violence in the workplace may include, but is not limited to, the following list of prohibited behaviors directed at or by an employee, supervisor or visitor:

1. Assault or battery.

2. Blatant or intentional disregard for the safety or well-being of others.

3. Commission of a violent felony or misdemeanor.

4. Dangerous or threatening horseplay or roughhousing.

5. Direct threats or physical intimidation.

6. Loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment.
7. Physical restraint, confinement.
8. Possession of weapons of any kind on District property.
9. Stalking.
10. Any other act that a reasonable person would perceive as constituting a threat of violence.

D. Reporting Procedure: An employee who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:

1. If an emergency exists and the situation is one of immediate danger, the employee shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect himself/herself from immediate harm, such as leaving the area.

2. If the situation is not one of immediate danger, the employee shall report the incident to the appropriate supervisor or his/her designee as soon as possible.

An employee who has received a restraining order, temporary or permanent, against an individual, who may impact the employee at work (e.g., verbal or physical contact or proximity has been prohibited or restricted), shall immediately supply a copy of the signed order to his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.

E. Investigation and Investigation Findings: The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District’s attention. Retaliation against a person who makes a good-faith complaint regarding violent behavior or threats of violence made to him/her is also prohibited. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the circumstance; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

3.43 Breastfeeding

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

Non-exempt employees under the Fair Labor Standards Act shall not be compensated for any break taken for the purpose of expressing milk unless such break would otherwise be compensable. As a general matter, “non-exempt” employees are those who receive overtime if they work more than 40 hours in any week. Non-exempt employees shall not engage in any work-related activities during breaks used to express milk.

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

3.44 Staff Use of Force to Maintain Student Discipline

A. Corporal punishment and staff use of reasonable and necessary force to maintain student discipline.

1. Staff is prohibited from using corporal punishment on students. “Corporal punishment” means the intentional infliction of physical pain which is used as a means of discipline. “Corporal punishment” includes, but is not limited to, paddling, slapping or prolonged maintenance of physically painful positions, when used as a means of discipline. “Corporal punishment” does not include actions consistent with an individualized education program or reasonable physical activities associated with athletic training.

2. Staff may use reasonable and necessary force for the purposes described below. The use of reasonable and necessary force for such purposes is not prohibited corporal punishment:

   a. To quell a disturbance or prevent an act that threatens physical injury to any person.

   b. To obtain possession of a weapon or other dangerous object within a student’s control.

   c. For the purpose of self-defense or the defense of others under §939.48 Wis. Stat.

   d. For the protection of property under §939.49 Wis. Stat.

   e. To remove a disruptive student from school premises or motor vehicle, or from school-sponsored activities.

   f. To prevent a student from inflicting harm on himself or herself.

   g. To protect the safety of others.
h. Staff may use incidental, minor or reasonable physical contact designed to maintain order and control.

B. **Staff is prohibited from conducting a strip search of any student.**

C. **Seclusion and Physical Restraint of Students**

1. Staff is prohibited from using seclusion as a means to discipline students or control student conduct except where authorized in advance by the administration and then only in a manner consistent with state law (§118.305 Wis. Stat.). “Seclusion” means the involuntary confinement of a student, apart from other students, in a room or area from which the student is physically prevented from leaving.

2. Staff is prohibited from using physical restraint as a means to discipline students or control student conduct except where authorized in advance by the administration or in the case of an emergency as described below and then only in a manner consistent with state law (§118.305 Wis. Stat.). “Physical restraint” means a restriction that immobilizes or reduces the ability of a student to freely move his or her torso, arms, legs, or head.

   a. Except as is provided in subsection b, below, no employee may use physical restraint unless that employee has received training in the use of physical restraint as required by state law (§118.305(6) Wis. Stat.)

   b. Staff who has not received training in the use of physical restraint may use physical restraint on a student at school only in an emergency and only if staff trained in the use of physical restraint is not immediately available due to the unforeseen nature of the emergency.

3. Nothing in this section prohibits staff from doing any of the following at school if the student is not confined to an area from which he or she is physically prevented from leaving:

   a. Directing a student who is disruptive to temporarily separate himself or herself from the general activity in the classroom to allow the student to regain behavioral control and staff to maintain or regain classroom order.

   b. Directing a student to temporarily remain in the classroom to complete tasks while other students participate in activities outside the classroom.

   c. Briefly touching or holding a student’s hand, arm, shoulder, or back to calm, comfort, or redirect the student.
SECTION 4 MANAGEMENT RIGHTS

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

A. To direct all operations of the school system;

B. To establish and require observances of reasonable work rules and schedules of work;

C. To hire, promote, transfer, schedule and assign employees in positions within the school system;

D. To suspend, discharge and take other disciplinary action against employees;

E. To relieve employees from their duties because of lack of work or any other legitimate reason;

F. To maintain efficiency of school system operations;

G. To take whatever action is necessary to comply with state or federal law, or to comply with state or federal court or agency decisions or orders;

H. To introduce new or improved methods or facilities;

I. To select employees, establish quality standards and evaluate employee performance;

J. To determine the methods, means and personnel by which school system operations are to be conducted;

K. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;

L. To determine the educational policies of the District; and

M. To contract out for goods and services.
4.02 **Sole Basis**

This section does not describe any rights of the employee(s). Accordingly, employee(s) may not base any charge of a Handbook violation under the District’s grievance process as found in Board policies 3340 and 4340 found on the District website at www.ellsworth.k12.wi.us or any other forum solely on this section.

**SECTION 5: GRIEVANCE PROCEDURE**

**Policy:** To provide a timely and orderly review of decisions concerning:

a) employee terminations; b) employee discipline; c) workplace safety.

5.01 **Purpose and Applicability**

This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the Board of Education, where appropriate. The District expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee’s employment with the District. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment.

5.02 **Definitions**

**ABILITY TO ONLY GRIEVE DISCIPLINE, TERMINATION AND WORKPLACE SAFETY**

A. **Grievance:** A “grievance” is defined as any complaint that arises concerning discipline, termination, or workplace safety.

B. **Grievant:** “A grievant” may be any employee or group of employees.

C. **Day:** The term “days” as used in this Section shall mean regularly scheduled workdays in the District office, unless otherwise indicated.

D. **“Discipline”** is defined in Part I, Section 1.02, Subsection C of the Handbook.

E. **Termination:** “Termination” is defined in Part I, Section 1.02, Subsection L, of the Handbook.

F. **Workplace Safety:** “Workplace Safety” is defined in Part I, Section 1.02, Subsection M of the Handbook.
5.03 General Provisions

A. **Role and Appointment of “Impartial Hearing Officer”**: For purposes of this procedure, the role of the “Impartial Hearing Officer” will be to define the issues, identifying areas of agreement between the parties and identifying the issue in dispute, and to hear the parties, respective arguments. The Impartial Hearing Officer shall be appointed by the District Administrator based upon the nature of the matter in dispute.

B. **Time Limits**: Failure to submit or process a grievance by the employee within the time limits specified below, or agreed upon extensions, shall constitute waiver of the grievance and it will be considered resolved on the basis of the District’s last answer. Failure of a District representative to meet the time limits specified below shall cause the grievance to move automatically to the next step in the procedure within seven (7) days of such failure. A grievance or decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12:00 midnight on the due date. The time limits contained in this procedure are to be strictly observed and can only be extended upon the express written consent of the parties.

C. **Days**: The term “days” as used in this provision means calendar days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or holiday as defined in the Handbook, the time limit is the next day which is not a Saturday, Sunday, or holiday.

D. **Scheduling**: Grievance meetings and hearing will typically be held during the employee’s off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.

E. **Representation**: The employee shall have the right to representation during the grievance procedure at the employee’s expense.

5.04 Procedure for Grievances Concerning Employee Terminations and Employee Discipline:

_The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance._

Step 1: An earnest effort shall be made to settle the matter informally between the aggrieved employee and the employee’s immediate supervisor. If the grievance is not resolved informally, then it shall be reduced to writing by the employee who shall submit it to the employee’s immediate supervisor within fourteen (14) days after the facts upon which the grievance is based first became known, or should have become known, to the employee.

The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.
Step 2: If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the supervisor, the employee shall submit the written grievance to the District Administrator or designee within seven (7) days after receipt of the supervisor’s written answer to request a hearing before an Impartial Hearing Officer. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for the hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating the reasons for one of four decisions: 1). Sustaining the discipline/termination, 2). Modifying the discipline/termination, 3). Denying the discipline/termination, or 4). Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing or submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Step 3: The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

A. Did the Impartial Hearing Officer follow a fair and impartial process?
B. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
C. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
D. Did the Impartial Hearing Officer make an error or fact which makes his/her award invalid?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

5.05 Procedure for Grievance Concerning Employee Workplace Safety: The employer and employee may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.
Step 1: Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her immediate supervisor of the issue or incident as soon as reasonably practicable. All workplace safety issues and incidents, no matter how insignificant the situation may appear to be, must be reported by an employee to their immediate supervisor within twenty-four (24) hours after the incident or issue was raised in order to be addressed as part of the grievance procedures.

A written report of the incident or issue, outlining the events that transpired and proposed resolution, if any, shall be submitted to the building principal for review and consideration within seven (7) days of the incident or issue.

Step 2: After receipt of the written report, the building principal or designee will conduct additional investigation, as required, and normally issue a final report on its finding and conclusions within thirty (30) days of receipt of the written report. Copies of the report will be given to the persons who signed the written report as well as to the District Administrator or designee.

Step 3: The employee may appeal the findings and conclusions of the building principal and request the appointment of an Impartial Hearing Officer within seven (7) days after receipt of the building principal’s report. The Impartial Hearing Officer will be appointed by the District Administrator or designee.

If timely requested, the hearing will normally be scheduled within thirty (30) days of receipt of the request for hearing. The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. At the conclusion of the hearing, the Impartial Hearing Officer shall render a written decision indicating one (1) of three (3) outcomes: 1) Sustaining the conclusions of the building principal, 2) Denying the conclusions of the building principal and ordering additional or alternative remedial measures, or 3) Recommending additional investigation prior to final determination. The Impartial Hearing Officer shall issue the written decision to the employee and employer within thirty (30) calendar days from the date of the hearing of submittal of post-hearing briefs. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing shall be scheduled. The Impartial Hearing Officer may apply relaxed standards for the admission of evidence and may request oral or written arguments and replies.

Step 4: The employer or employee may appeal the decision of the Impartial Hearing Officer to the Board in writing within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The decision of the governing body shall be final and binding upon the parties.

**Level of Review:** The role of the Board of Education, in reviewing the decision of the Impartial Hearing Officer, is to address the following questions:
A. Did the Impartial Hearing Officer follow a fair and impartial process?
B. Is there evidence of corruption, fraud, or misconduct by the Impartial Hearing Officer?
C. Did the Impartial Hearing Officer make an error of law which makes his/her award invalid?
D. Did the Impartial Hearing Officer make an error of fact which makes his/her award invalid?

After answering the above questions, the Board of Education will decide to uphold, modify, or reverse the decision of the Impartial Hearing Officer. The Board will issue its written decision within sixty (60) days from receipt of the appeal.

SECTION 6: PAY PERIODS

6.01 Annualized Payroll Cycle
Annualized Payroll: Teachers and staff with individual contracts will have their pay paid on a twelve (12) month payroll cycle as set forth in subsection B, below unless otherwise requested to be paid on ten (10) month payroll cycle.

Support Staff: Will be paid based on hours worked; payment will be made on the following pay date. Annualizing payroll is not an option.

6.02 Payroll Dates
The payroll dates shall be the 10th and 25th of each month. If the 10th or 25th of the month falls on a weekend, the payroll date will be the preceding Friday. If a paid holiday falls on the 10th or 25th, payroll deposits shall be issued on the preceding day. The first pay date of the school year for school year employees will be September 10th.

6.03 Direct Deposit Payment Method
All employees (except casual, substitute, or temporary employees) shall participate in a direct payroll deposit plan. Employees shall have access to payroll statements at the “Employee Portal” available at the district website at www.ellsworth.k12.wi.us. Each employee shall have access to electronic records indicating the number of leave days taken and leave days available.

6.04 Definitions for Payroll Purposes Only
A. Day: A day shall run from 12:00 midnight (12:00 am) to 11:59 pm
B. Week: A week shall run from 12:00 midnight (12:00 am) Sunday until 11:59 pm the following Saturday.
C. Pay Period: The first pay period shall begin on the first day of each month and shall end on the fifteenth day of each month, to be paid on the 25th day of the
month. The second pay period will begin on the sixteenth day of the month and end on the last day of the month, to be paid on the 10th day of the subsequent month.

6.05 Salary Deferrals- Tax Sheltered Annuities (TSA)

A. The District will maintain a TSA program without regard to the employee’s current or former employee’s contribution amounts. Employees shall have the opportunity to participate in the District’s Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an “Investment Vehicle”).

B. The purchase of the annuity will be optional for the individual employee. The employee may make 403(b) elective salary reductions in one or both of the following ways:

1. Pre-tax dollars (salary reduction, also known as “regular” TSA contributions) or

2. After tax dollars (also known as “Roth” TSA contributions).

C. All employees will be permitted to have their contribution remitted via payroll deduction to an Investment Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District’s plan document.

D. A vendor becomes a District-approved vendor by meeting the requirements set forth by the District which include, but are not limited to, the vendor signing a District-approved Hold Harmless Agreement. The District may ask for proof of vendor registration from the teacher to ensure a District-approved vendor has been chosen. The total number of vendors shall be limited to no more than five (5). If at any time there are no active employees contributing to a particular vendor, that vendor shall be removed for the District-approved vendor list.

E. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.

F. The salary deferral will be transmitted on or about the date the money is deducted from the employee’s paycheck, to the district’s assigned third party administrator, no later than fifteen (15) business days following that pay date.

G. Employees may choose a specific dollar amount up to the amount permitted by law. The salary reduction limit (402(g)(1)), the age fifty (50) additional deferral (414(v)(2)(B)(i)), and the “catch up” provision (402(g)(7)) for employees with fifteen (15) or more years of service may change annually.

H. The salary reduction limits will be adjusted from time to time to conform to statutory limits.
I. Catch-Up Contributions

1. Documentation will only be required where the employee’s total (and Age 50+) deferrals for the calendar year are in excess of the 402(g) limits.

2. The employee agrees to provide documentation certifying compliance with applicable IRS rules and regulations from the Employee’s TSA vendor within thirty (30) calendar days if requested by the District.

3. The District agrees to provide the employee, upon written request, with timely information available from the District’s records, which is necessary to enable the employee to make catch-up deferrals.

J. General

1. In no event shall the employee’s contribution exceed one hundred percent (100%) of the employee’s compensation less payroll and other required deductions. Employee and employer contributions are 100% vested and non-forfeitable at all times.

2. New loans from the TSA plan are not permitted.

3. Hardship withdrawals are permitted and IRS safe harbor standards with respect to estimating an immediate and heavy financial need (Treasury Section 401(k)-1(d)(3)(iii)(B) will be used). Contact the vendor or plan administrator for further details if a hardship withdrawal is requested. Hardship withdrawal determinations shall be made by the Vendors.

K. Salary Reduction Agreement

1. Employees will be required to sign an agreement to authorize TSA deductions from salary. The current can be found on the HR page of the school district website. The District, without the consent of the employee, is authorized to modify the salary reduction agreement to comply with applicable legal requirements. The District will provide the employee with reasonable notice concerning any such modification.

2. The District will provide the employee with a dated and initialed copy of the authorized salary reduction agreement once the employer acknowledges receipt of the modified salary reduction agreement.

3. A change in a beneficiary designation shall take effect when the election is accepted by the Vendor.

4. By authorizing TSA deductions from his/her salary, the Employee acknowledges that the District made no representation to the Employee regarding the advisability, appropriateness or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests the Employee’s salary reduction funds. Furthermore, the Employee agrees the
District shall have no liability whatsoever for any loss, solvency, operation or benefits provided by the TSA vendor.

5. The salary reduction agreement is attached as can be found on the HR page of the school district website.

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

7.01 Mileage Reimbursement
The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to each employee required by the District to drive his or her personal vehicle during the course of performing duties for the District.

SECTION 8: WORKER’S COMPENSATION

8.01 Workers Compensation Coverage and Reporting Responsibilities
Employees shall be covered by Worker’s Compensation Insurance. Any employee who is injured on the job shall report the injury to their immediate supervisor prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practical before leaving for the day. The employee shall fill out an Employee Accident/Injury Report, which can be found on the HR page of the school district website.

8.02 Benefits While on Worker’s Compensation
If any employee is injured while performing duties for the District, the District shall continue to provide worker’s compensation insurance and the employee will be compensated in the following manner:

A. Up to and including the sixtieth (60th) calendar day of Worker’s Compensation Leave: The employee will be paid income equivalent to the income the employee would have earned had the employee not been injured. This income will be generated by combining worker’s compensation insurance with prorated accumulated sick leave as necessary through a deduction of one-third (1/3) of a day of sick leave for each regularly scheduled work day the employee is absent from work while on worker’s compensation. If the employee is out of work longer than three days, the three sick leave days used will be allotted back to the employee. This provision will apply up until the sixtieth (60th) consecutive calendar day of the leave or as long as the employee has accumulated sick leave available, whichever occurs first.

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

8.03 Injuries Not Covered by Worker’s Compensation
Some types of injuries suffered while at work may not be covered by worker’s compensation insurance. Examples of non-covered injuries suffered at work include, but are not limited by enumeration to, the following:

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

SECTION 9: SICK LEAVE

9.01 Sick Leave Earned
A. Calendar Year Employees:
   1. Administration, Directors, District Office Staff: As stipulated in individual contracts.
   2. Custodial, Maintenance, Mechanic: Ten (10) sick leave days per year.
   3. Administrative Assistant: Eight (8) sick leave days per year.
B. Crediting of Sick Leave:
   1. Sick Leave will be credited at the beginning of each fiscal year for calendar year employees.
C. Part Time Calendar Year Employees:
   1. Part time employees will receive sick leave on a pro-rated basis based upon the number of days they are scheduled to work. A sick leave day will be based on the number of regularly scheduled hours worked daily.
D. School Year Employees:
   1. There will be no allotment of sick days given to school year employees starting with the 2018-2019 school year.
   2. Unused sick and personal leave on June 20, 2018 will be rolled into the employees Permanent Accumulated Sick Leave Balance.
E. Long Term Substitute Employees:
   1. Long term substitute employees will become eligible for sick leave. Long term substitutes employed by the district shall be eligible for one (1) sick
day upon working consecutive zero (0) days with the district. One (1) additional sick leave day will be earned upon working for the district for more than sixty (60) consecutive work days.

9.02 Sick Leave Use
A. For the purposes of defining yearly sick leave use and availability, a year is defined as July 1 through June 30. Sick leave shall be paid for any absence from work due to the:

1. Personal illness, injury or serious health condition of the employee;
2. Illness or injury of an employee’s child, spouse, parent, grandchild, or household member that has been listed in advance with the district office.
3. Serious health condition of a spouse, child, brother, sister, parent, grandchild, or household member that has been listed in advance with the district office.
4. Medical or dental appointments for the employee and/or child, parent, grandchild, or household member that has been listed in advance with the district office that cannot be scheduled outside of the employee’s regularly scheduled work hours.
5. School year employees may use their accumulated sick leave balances for sick leave once their PTO has been depleted for the current year.
   a. In the instance that the illness qualifies for FMLA, employees will be able to utilize their accumulated sick leave balance when the balance of their PTO is not greater than three (3) days.

B. Definitions:
1. Child: means a natural, adopted, foster or treatment foster child, a stepchild, or a legal ward.
2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee’s spouse.
3. Spouse: means an employee’s legal husband or wife.
4. Serious Health Condition: means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
   a. Inpatient care in a hospital, nursing home, or hospice.
   b. Outpatient care that requires continuing treatment or supervision by a health care provider.
C. **Sick Leave Increments**: Sick leave may be allowed in increments of one-quarter day.

**9.03 Sick Leave Accumulation**

Sick leave for employees will accumulate for full time and part time employees as specified below:

A. **Calendar Year Employees**:

1. **Administration**: As stipulated in individual contracts.
2. **Directors**: As stipulated in individual contracts.
3. **District Office Staff**: As stipulated in individual contracts.
4. **Custodial**: Accumulate to 110 days.
5. **Administrative Assistants**: Accumulate to 110 days.
6. **Lead Mechanic**: As stipulated in individual contract.
7. **Maintenance**: Accumulate to 110 days.

B. **School Year Employees**:

1. **Custodial**: Accumulate to 90 days.
2. **Administrative Assistants**: Accumulate to 90 days.
3. **Teaching Assistants**: Accumulate to 90 days.
4. **Food Service**: Accumulate to 90 days.
5. **Bus Drivers**: Accumulate to 75 days.
6. **Teachers**: Accumulate to 120 days.

**9.04 Sick Leave and Long Term Disability**

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

**9.05 Reporting Procedure- Doctor’s Certificate**

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

9.06 **Holidays During Sick Leave**
In the event that a paid holiday falls within a period when an employee is on accumulated sick leave, it shall be charged as a paid holiday and not deducted from the employee’s earned sick leave.

9.07 **Sick Leave Listing**
Sick leave and vacation usage can be found on the employee portal found on the district website at [www.ellsworth.k12.wi.us](http://www.ellsworth.k12.wi.us)

**SECTION 10: JURY DUTY LEAVES**

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

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

10.03 **Payment for Time Out on Jury Duty**
An employee who is unable to report for work because of jury duty will be paid the regular hours he or she is scheduled to work. The employee will provide the jury duty payment to district office personnel. The employee will not suffer any loss of benefits that would be accrued during this time (i.e. sick leave, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick leave or vacation time the employee has earned or will earn in the future.

**SECTION 11: BEREAVEMENT LEAVE**

11.01 **Bereavement/Funeral Leave for a Death in the Immediate Family**
In the event of death in an employee’s immediate family, the employee shall be allowed per occurrence three (3) day(s) off work with pay. Immediate family includes the spouse, parents, children, brother, sister, grandchildren, grandparent, step-relatives, and in-laws of the same relationship as provided herein of the employee and his or her spouse and household members listed in advance with the district office.
11.02 Bereavement/Funeral Leave for a Death of an Individual Outside of the Immediate Family
Employees shall be able to use sick time to attend funerals for individuals outside the immediate family. Such days shall be deducted from the employee’s accumulated sick leave, or if no sick leave is available, taken without pay.

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

11.04 Bereavement Leave Increments
Bereavement leave may be allowed in increments of one-quarter day.

SECTION 12: PAID TIME OFF

12.01 Paid Time Off (PTO)
Paid Time Off (PTO) leave applies to all school year employees of the District. PTO time does not apply to twelve month employees.
A. School Year Employees:
   1. PTO will be granted in the allotment of ten (10) days per year.
      a. Teachers
      b. Teaching Assistants
      c. Administrative Assistants
      d. Food Service
      e. Custodial/Maintenance

PTO will be granted in the allotment of two (2) days per year for bus and van drivers to be used in cases of snow days or for personal use at the employee’s discretion.

12.02 Paid Time Off Blackout Days
Staff shall not be granted paid time off, for reasons other than unexpected illness, to extend holidays/vacations (Christmas, Easter, and/or Spring Break), during the first 5 student contact days or after May 1st, on a parent-teacher conference day, an in-service day, Professional Learning Community (PLC) session, during district assessment windows, and other predetermined days by administration. Paid time off during these periods may be approved for personal business that cannot be rescheduled for a different time at the discretion of the District Administrator or his/her designee.
In addition, paid time off shall not be used by any employee to attend an Association membership meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District.

12.03 Approval of Paid Time Off and the Total Number of Employees on PTO
A request via the employee portal shall be made as far in advance as possible, not less than three (3) days, unless there is an unexpected illness, emergency or other unusual circumstance.

The Administration has the right to approve or disapprove all requests.

No more than three (3) employees per building may take PTO on any given day when school is in session, unless the District Administrator or his/her designee grants approval to exceed the three (3) employee limit. Employees who do not require a substitute shall not count against the rest of the building totals.

12.04 Part time Employees
Part time employees will receive the same number of PTO days as full time employees. “Days” will be defined to equal the number of hours normally worked in one work day.

12.05 Paid Time Off Increments
PTO may be allowed in increments of one-quarter days.

12.06 Paid Time Off Remaining on June 30
Unused PTO on June 30 of each year will be rolled into the accumulated sick leave balance.

Employees who have accumulated the maximum balance in their accumulated sick leave balance shall receive a cash payout for any unused PTO exceeding the maximum balance as stated in the retirement payout rate, subject to IRS taxes.

SECTION 13: UNIFORMED SERVICES LEAVE

13.01 Uniformed Services Leave of Absence
The following paragraphs implement certain aspects of the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). While USERRA applies to most types of service within the “uniformed services,” these provisions are not intended to diminish any additional rights and benefits provided by other state and federal laws.

Further, in limited situations where USERRA may not be applicable (e.g., for certain state call-ups of the National Guard), other laws and/or District policies may apply and provide an employee different rights and benefits.

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

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

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

National Guard service under authority of state law (i.e., certain state call-ups) and service performed in the Commissioned Corps of the National Oceanic and Atmospheric Administration (NOAA), the Civil Air Patrol, and the Coast Guard Auxiliary are not protected by USERRA. If an employee notifies the District of a need for leave under these non-USERRA scenarios, the District will apply the relevant provisions of federal or state law (e.g., within Chapter 321 of the state statutes) or District policy.

13.02 Length of Service during Uniformed Services Leave

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

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

A. Active duty and active duty for training
B. Initial active duty for training
C. Inactive duty training
D. Full-time National Guard duty
E. Absence from work for an examination to determine a person’s fitness for any of the above types of duty
F. Funeral honors duty performed by National Guard or Reserve members
G. Duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services when activated for a public health emergency, and approved training to prepare

13.03 Request for Uniformed Services Leave
With limited exceptions, the employee, or an appropriate officer of the uniformed service in which his or her service is to be performed, must notify the district that the employee intends to leave the employment position to perform service in the uniformed services. The notice may be given either verbally or in writing and shall be submitted to the district office.

The employee is required to give the notice of service in advance unless giving such notice is (1) prevented by military necessity, or (2) otherwise impossible or unreasonable under the circumstances. An employee is expected to provide the notice as far in advance as is reasonable under the circumstances. When it is feasible to give 30-days’ advance notice prior to leaving employment, the district will consider at least 30-days’ notice to be reasonable. Whenever possible, the request should be accompanied by a copy of the employee’s military orders.

13.04 Returning to Work After a Uniformed Services Leave
Eligible employees returning from uniformed services leave will be promptly reemployed to an appropriate position, as required and determined by applicable law.

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

A. The employer received advanced notice of the leave as required by section 13.03 of this handbook and by applicable federal law;

B. Subject to limited exceptions specified in federal law, the employee has no more than five years of cumulative uniformed service away from the district;

C. The employee must not have received a disqualifying discharge or other-than-honorable separation from service. If requested by the district in connection with a period of service exceeding 30 days, the employee must provide the district with documentation that establishes the employee’s entitlement to reemployment (provided such documentation is readily available); and

D. The employee must return to work or apply for reemployment:

1. For leaves of 1 to 30 days, return to work no later than the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, after allowance for safe travel home from the military duty location and an 8-hour rest period.

2. For leaves of 31 to 180 days, the employee must apply for reemployment (written or verbal) with the district no later than 14 days after the completion of service. If it is impossible or unreasonable for the employee to apply
within 14 days through no fault of his or her own, he or she must submit the application no later than the next full calendar day after it becomes possible to do so.

3. For leaves of more than 180 days, the employee must apply for reemployment (written or verbal) no later than 90 days after completion of service.

4. The reporting or application deadlines are extended for up to two years for employees who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.

5. The employee’s reemployment rights are not automatically forfeited if he or she fails to report to work or to apply for reemployment within the required time limits. In such cases, the employee will be subject to the district’s rules governing unexcused absences.

13.05 Benefits During Uniformed Services Leave

A. Health Benefits: Employees with coverage under the district health benefit plan on a uniformed service leave of absence of 30 days or less will continue to receive health benefits with the employee contributing no more than he or she would have paid if still employed. For leaves exceeding 30 days, employees with coverage under the district health benefit plan may elect to continue coverage for up to 24 months. Employees electing to continue coverage will be required to pay 100% of the cost of the health benefit plan. Employees returning from leave who did not continue their health benefits or who took leave for more than 24 months will be reinstated in the health benefit plan upon reemployment, generally without any waiting periods or exclusions except for any service-related illnesses or injuries.

B. Wisconsin Retirement System: Employees may receive service credit and Wisconsin Retirement System (WRS) contributions related to uniformed services leave when an employee leaves a WRS-covered position with the district for active military duty and returns to the district within the time frame specified in section 13.04 of this handbook.

Upon reemployment, the employee is responsible for paying any missed WRS Employee-Required Contributions (EERC). The employee has the choice to make all, some, or none of the make-up EERC related to the military leave. The district will submit WRS Employer-Required Contributions (ERRC) to match the EERC the employee chooses to make. The district will also fund any additional obligations, including interest that would have accrued on the ERRC and EERC, once those contributions are remitted. USERRA allows for make-up EERC to the WRS to be made beginning with the date of reemployment and ending on the earlier of three times the period of military service or five years, provided the employee continues to be employed by the district. The required WRS contributions are based on the earnings the employee would have made had the employee not been absent from work to fulfill obligations in the uniformed services.
SECTION 14: PROFESSIONAL LEAVE

Faculty and staff may attend convention, workshops, etc. under the following conditions:

A. District pays registration fees to a maximum of $125.00 per leave. All other associated costs for travel, food, etc. will be reimbursed according to district practices.

B. District will pay for substitute teacher/staff if necessary.

C. Requests must be submitted five days in advance to the immediate administrative supervisor for approval.

SECTION 15: UNPAID LEAVES OF ABSENCE

15.01 Medical Leave

A. **Application Procedures:** All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) days prior to the date that other available leave (FMLA, accumulated sick leave, etc.) would be exhausted. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose. The request must be accompanied by a physician’s statement attesting to the medical condition(s), work limitations, and anticipated duration of the leave. The District reserves the right to request interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year from the date the employee last performed work for the District. Unpaid leave may be granted in shorter increments than the above-state maximum total lengths, and then reviewed as necessary for a possible extension. The above-stated maximum total unpaid leave periods may be extended, if necessary, to comply with state and/or federal law.

B. **Benefits During Leave:**

1. Length of service and other benefits shall not accrue during such leave.

2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee’s expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee’s insurance coverage shall be terminated.
3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

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

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

1. The employee has previously indicated his/her intent to return to duty following the expiration of the medical leave.

2. The employee provides his/her physician’s certification that he/she is able to return to work. The District reserves the right to designate another physician to verify or refute the employee’s physician’s certification. If the two physician’s certifications are in conflict, a third mutually agreed to physician will issue a physician’s certification. The third physician’s certification will be binding on the parties. The District will pay all costs associated with the second and third physician’s certification.

D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.

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

15.02 Child Rearing Leave

A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the District Administrator at least forty-five (45) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave
and return to work. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose.

B. **Duration of the Unpaid Child Rearing Leave:** The maximum length of the leave shall be limited as follows:

1. Child born or adopted during the summer vacation - the following two semesters.
2. Child born or adopted during the first semester - the balance of the semester plus the second semester.
3. Child born or adopted during the second semester - the balance of that semester plus the first semester of the following school year.

Shorter leave and/or an early return from the leave shall only be upon the mutual agreement of the employee and the Board.

C. **Benefits During the Unpaid Child Rearing Leave:**

1. The child rearing leave is an unpaid leave.
2. During the unpaid child rearing leave, the employee may continue participation in insurance programs at his/her own expense subject to the approval of the carrier. If the premium is not received the first of the month, the employee’s insurance coverage shall be terminated.
3. During the unpaid child rearing leave, the employee shall retain accumulated paid leave but shall not accrue any additional paid leave during the unpaid child rearing leave.

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

E. **Interaction with Family and Medical Leave Provisions:** Child rearing leave, the term of such leave and participation in insurance programs under this section as provided for above shall run concurrent with any family leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.
15.03 Unpaid Leave of Absence- For Other than Medical and Child Rearing Reasons

A. Application Procedures: All requests for other unpaid leave of absence, other than emergencies, must be submitted to the District as least forty-five (45) days prior to anticipated beginning of the leave. Such application will be reviewed and processed by the District Administrator and shall be granted or denied in his/her sole discretion. The unpaid leave of absence shall not exceed one (1) calendar year. Generally, an employee seeking unpaid leave will be required to fully exhaust any available and accrued paid leave that is available for the purpose.

B. Benefits During Leave:

1. Length of service and other benefits shall not accrue during such leave.

2. The employee may continue health insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health insurance at the employee’s expense is contingent upon the health insurance carrier allowing such a benefit. If the premium is not received by the first of the month, the employee’s insurance coverage shall be terminated.

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

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

SECTION 16: BENEFITS APPLICABLE TO ALL EMPLOYEES

16.01 Cafeteria Plan/Flexible Spending Account

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

A. Payment of insurance premium amounts (IRC § 106);
B. Permitted dental and vision expenses not covered by the insurance plan to the maximum amount allowed set forth in the Internal Revenue Service Code;

C. Dependent care costs (IRC § 129) subject to the limitation set forth in the Internal Revenue Service Code.

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

16.02 Dental Insurance

The Board shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the Handbook covering such employees.

16.03 Health Insurance

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payments towards coverage for individual employment groups are set forth in the applicable part of the Handbook covering such employees.

Compliance Authority: The District may, in its sole discretion, make changes to health insurance, including, but not limited to, health benefits, eligibility standards, coverages, and contribution levels in order to comply with the Patient Protections and Affordable Care Act (ACA) and applicable federal and state agency rules and regulations regarding the implementation of the ACA. Such actions may also be implemented in order for the District to comply with regulatory provisions of the Internal Revenue Service (IRS), e.g. non-discrimination in benefits provisions (IRC 105(h), IRC 125) and to minimize tax liability for the district and/or the benefit recipient underneath such regulatory provisions.

The Patient Protection and Affordable Care Act requires that an applicable large employer provide group health plan coverage which is comprehensive, affordable, and includes minimal essential benefits. The Ellsworth Community School District will meet those standards as they become applicable to our group health plan. To be eligible for health insurance employees must meet the minimum Affordable Care Act requirements for hours worked on a monthly and yearly basis as determined by the measurement guidelines. No employee who does not meet the minimum hourly standards shall be eligible for district provided health insurance.

Changes to health benefits, eligibility standards, coverages and contribution levels include, but are not limited to, changes in the sections addressing health insurance in the employee handbook.

16.04 Liability Insurance

Employees shall be covered for liability in accordance with the terms of the District’s
liability insurance policy. Employees may inspect the District’s liability insurance policy upon request.

16.05 Life Insurance
The Board shall provide life insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payments toward, coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees. Voluntary Group Life Insurance enrollment is also available at the employee’s cost as outlined in section two and section three of the handbook under life insurance.

16.06 Long Term Disability
The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Eligibility for, and payment toward, coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

16.07 Short Term Disability
The Board shall make available short term disability insurance at the employee’s cost if eligible. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

16.08 Wisconsin Retirement System (WRS) Contributions
The Board shall contribute the employer’s share. The employee shall pay the employee’s required WRS contribution as required by state statute. Under no circumstances shall the Board pay the employee’s required WRS contribution.

16.09 Alternate Benefit Plan (ABP) in Lieu of Health Insurance
Implementation of the Alternative Benefit Plan for eligible employees: Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the *Handbook* covering such employees.

A. Employees must accept this option at least one month prior to change of insurance carrier. The amount of the benefit will be prorated based on plan year cycle.

In order to access the ABP benefit the employee must also provide reasonable evidence of (1) the employee declining to enroll in the employer-sponsored coverage and (2) the employee providing reasonable evidence that the employee and all other individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year or years that begin or end in or with the employer's plan year to which the opt-out arrangement applies (employee’s expected tax family) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through the Marketplace) during the period of coverage to which the opt-out arrangement applies.
B. In order for this provision to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.

C. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an “open enrollment” opportunity to enroll in the group health insurance plan.

D. Any employee who qualifies for participation in the District group health insurance plan may waive such participation and elect to receive cash compensation in lieu of the health insurance benefit. Where the District employs both spouses, one spouse will be eligible for participation in the ABP.

E. The ABP is not available to employees who remain covered by the district insurance.

F. Employees who qualify and accept this option shall have the option to re-enroll into the district’s health insurance coverage only one (1) time during their active employment in conjunction with the yearly renewal date for a non-life changing event.

G. Cash Compensation: The cash contribution dollar amount shall be equal to:

<table>
<thead>
<tr>
<th>School Year</th>
<th>ABP Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-2020</td>
<td>$3500 Single Coverage</td>
</tr>
<tr>
<td></td>
<td>$4500 Family Coverage</td>
</tr>
</tbody>
</table>

The amount of each additional cash contribution dollar amount shall be calculated by dividing the dollar amount stated above by the number of employee paychecks per year.

H. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee F.I.C.A., state, and federal taxes deducted from the employee’s payroll check.

I. Beginning Eligibility Date for Alternative Benefit Plan Payments: The beginning eligibility date for individual employment groups are set forth in the applicable part of the Handbook covering such employees.

16.10 COBRA Law Continuation of District Health Plan Participation

The District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees the opportunity to remain on the District’s health, dental and vision insurance plan at the group rate in certain instances where coverage under the plan would otherwise end.
A. Qualifying Events: An employee, employee’s spouse and an employee’s dependent children (if any) covered by and participating in the District’s health insurance plan (medical, dental, and vision), may qualify for continuation coverage if District sponsored coverage is lost due to the occurrence of any of the following qualifying events:

1. Voluntary or involuntary termination of employment for any reason other than “gross misconduct”.
2. Death of the covered employee.
3. Divorce or legal separation from the covered employee.
4. Loss of “dependent child” status.
5. Eligibility for Medicare entitlement.
6. Reduction in work hours such that the employee no longer qualifies for coverage under the plan.

B. Period of COBRA Continuation: In the event of one of the above qualifying events, COBRA coverage is available for up to eighteen (18) months, but may be extended to a total of twenty-nine (29) months in certain cases of disability (see Disability Extension below) or up to thirty-six (36) months if a qualifying spouse or dependent suffers a second qualifying event. The employee, employee’s spouse and each covered dependent has an individual right to request COBRA coverage. Additionally, any child born to or placed for adoption with a covered employee during a period of continuation coverage is automatically considered a qualified beneficiary.

C. COBRA Extension (Second qualifying events): A spouse or dependent child may be eligible for COBRA extension coverage for a period of up to thirty-six (36) months if coverage is lost due to one of the following second qualifying events:

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

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

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

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

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

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

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

F. **Disability Extension:** If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and his or her family’s qualified beneficiaries may elect a special additional eleven (11) month extension, for a total of twenty nine (29) months of COBRA continuation coverage. To elect the eleven (11) month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from his or her family is disabled and within the first eighteen (18) months of COBRA continuation coverage. (The cost of COBRA coverage will increase 100% of total premium during this additional eleven (11) month extension period.)
SECTION 17: WORK STOPPAGE

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

SECTION 18: CONFORMITY TO LAW

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

PART II- STAFF WITH INDIVIDUAL CONTRACTS UNDER §118.22 WIS. STATS. AND PROFESSIONAL/EXEMPT NON-SUPERVISORY EMPLOYEES
SECTION 1: DISCIPLINE, TERMINATION, AND NONRENEWAL

1.01 Standard for Non Renewal for Teachers
Teachers employed in the District are subject to nonrenewal on a statutory basis, as prescribed in Sec. 118.22, Wis. Stats. Such nonrenewal shall be exclusively subject to the provision of section 118.22, Wis. Stats. and is not covered by the grievance procedure under this Handbook.

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

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

1.04 Termination of Employment
The employment relationship between the District and any employee is terminated:

A. If the employee is discharged pursuant to section 1.03.
B. If the employee quits his/her employment.
C. If the employee fails to return to work on the work day following the expiration of an authorized leave of absence unless unable to notify because of illness or other reasonable basis.
D. If the employee retires.

SECTION 2: PROFESSIONAL HOURS/WORK DAY

2.01 Normal Hours of Work
Teachers are professional employees as defined by the Federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, §111.70(1)(L), Wis. Stats.

Although professionals’ work is not limited to any specified number of hours or days per week, the “normal” hours of work for full time employees in positions considered as “40 hours per week”. Teacher workdays shall include a duty free thirty (30) minute lunch period. The actual work day for each building shall be established by the Board. If flex time is needed, prior approval from the immediate supervisor is needed.
Work day Hours (For days other than PLC days as listed below)
All Buildings  7:20 am – 3:35 pm or 7:35 am – 3:50 pm

2.02 Administratively Called Meetings
Staff Meetings: Teachers are required to attend all mandatory administratively called staff meetings. Administratively called meetings may begin before the normal workday begins or go later than the end of the normal workday. The administration shall attempt to provide reasonable notice of all such meetings. Teachers who are required to attend administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

Professional Learning Community (PLC) Sessions School Year: Teachers are required to attend Professional Learning Community sessions during the course of the regular school year for the purposes of achieving established school district goals. Annually, there will be twelve (12) sessions scheduled at the times of 3:45 pm – 5:00 pm. These session dates and times shall be scheduled in advance of the school year and approved by the school board with input from staff. Teachers who are required to attend these sessions will receive no additional remuneration, above their regularly paid salaries for attending such sessions. Teachers who have additional assigned duties during these sessions will be excused from participation but will be responsible for any information that is provided at such sessions and tasks associated with such sessions.

Other Administratively Called Meetings: The notification and duration provisions of section 2.03, subsection A above do not include nor shall they apply to meetings of individual educational plans teams, the preparation of individual education plans, parent-teacher conferences, building level open house, department meetings or activities of similar nature, which are normally conducted at other times. Teachers are required to attend such events regardless of the date, time, or duration of said meetings. Teachers who are required to attend other administratively called meetings will receive no additional remuneration, above their regularly paid salaries, for attending such meetings.

2.03 Attendance at School Events
Teachers are required to attend all mandatory administratively required school events. These events, though not limited by enumeration, may be an open house, music program, art show, and/or other District or building events that occur after the normal workday. Whenever possible, teachers shall be given no less than thirty (30) calendar days’ notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the District Administrator and/or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the open house.

2.04 Consultation with Parents
Each teacher shall consult with parents so that parents recognize the important role they play in shaping the attitudes of their children and assume greater responsibility for the performance of their children and for the excellence of our schools. Such consultation may be in the form of phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to the scheduled parent/teacher conferences.
2.05 **Temporary Flexible Scheduling during Workweek**
An employee may request a change in his/her weekly work schedule on a temporary basis. The request for a change in the employee’s weekly work schedule shall be made at least one (1) week in advance of the proposed change, unless circumstances allow for a shorter notice period. The request shall be filed with the employee’s request in his/her sole discretion. Flexible work schedules are on an as needed basis only and shall be no longer than one week without additional administrative approval. The agreement to allow an employee to have a flexible work schedule shall not, in and of itself, result in the employee being eligible for overtime or flexible professional hours.

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

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

**SECTION 3: PROFESSIONAL GROWTH**

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

**SECTION 4: TEACHER SUPERVISION AND EVALUATION**

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

A. “Day” and “Days”: The words “day” and “days” in this article mean working school days, excluding holidays, weekends, etc.
B. “Continuing Teacher”: A continuing teacher is a teacher who has taught three (3) years in the District under full-time or part-time regular teaching contract.

C. New to the System Teacher: A new to the system teacher is a teacher who has taught less than three (3) years in the District under a full-time or part-time regular teaching contract.

4.02 Evaluators
Every teacher in the District will be supervised and evaluated by an administrator and/or his/her designee. The administrator may be a District employee or a non-District employee who is qualified to perform such evaluations.

4.03 Evaluation Process- Conditions for All Employees
A. Basic Requirements:
   1. All teaching staff and specialists will be supervised using the Educator Effectiveness teacher evaluation system.
   2. Staff members covered in Part II shall be considered “new-to-the-system teachers” during their first three complete contract years in the district (under either a full-time or part-time contract).
   3. Staff members subject to Part II shall be considered “continuing employees” as their fourth contract year in the District (under either a full-time or part-time contract).
   4. Nothing herein shall be interpreted as a limitation on the number of formal or informal evaluations that the administration may conduct on any staff member.
   5. Assistance, recommendation and directions may, at the discretion of the District, be provided to each teacher in an attempt to correct professional difficulties observed.

B. Acknowledgement of Receipt and Response: The teacher will acknowledge receipt of all documents related to supervision and evaluation by electronically acknowledging the document within ten (10) school days. The following statement shall be part of the instrument:
   “Teacher signature acknowledges an opportunity to review the information from the above form. It does not necessarily indicate agreement.”

C. Copy of Evaluation Procedure: A copy of the evaluation forms may be obtained from the employee’s immediate supervisor.

D. Mentoring: The District will provide a qualified mentor to all Tier II license holders and to applicable Tier I license holders as required by Chapter PI 34 of the Wisconsin Administrative Code. The District, in its sole discretion, may also assign a qualified mentor to new-to-the-system Tier I, Tier III, and/or Tier IV license holders who are not required to receive mentoring pursuant to PI 34.
1. Mentor Selection Process and Compensation:

a. When mentors are selected by the District, volunteers will be considered first. If the District deems that a suitable match cannot be made from the list of volunteers, it may unilaterally assign a qualified continuing teacher to serve as a mentor. The District reserves the right to use qualified persons who are not District employees or continuing teachers.

b. A continuing teacher serving as a mentor may request that the District assign him/her to a different new-to-the-system teacher and/or be relieved completely from mentor responsibilities. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days of receipt. The District Administrator will grant the request if the District Administrator, in his/her discretion, has a qualified replacement mentor. The present continuing teacher will serve as the mentor until such time as the suitable replacement if sound. In the even a mentor is replaced, compensation will be prorated for the period served as a mentor.

c. The teacher receiving mentoring may request the District to provide a different mentor. The request must be in writing to the District Administrator. The District Administrator will respond to the request within ten (10) days.

d. The District will make a good faith effort to assign an individual mentor for each new-to-the-District teacher; however, a mentor may elect to work with more than one employee.

SECTION 5: TEACHER ASSIGNMENTS, VACANCIES, AND TRANSFERS

5.01 Teacher Assignments, Vacancies, and Transfers

A. Determination of Assignment: Teachers will be assigned or transferred by the District Administrator of the District and/or his/her designee.

B. Assignment Preference Consideration: Teachers may express in writing to the District Administrator and/or his/her designee their preference of: a) school; b) grade level; or c) subject. If a teacher wishes to be transferred to another position which may open during the summer, application for a transfer should be made in writing to the District Administrator and/or his/her designee, who shall give due consideration to such requests (subject to the District Administrator’s or the designee’s authority to assign to all positions the individual who he/she believes is the best fit).

C. Job Posting: When a position becomes vacant or a new position is created, notice of the position will be emailed to employees through the “all staff” listing on our
email server. Such available positions may be posted on WECAN for a minimum of five (5) days. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. The notice shall include the date of the posting, a description of the position available, the anticipated start date and the qualifications required for the position.

D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions and/or the needs of the district (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description.) The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.

E. Involuntary Transfers: The District has the ability to do an involuntary transfer when deemed necessary to meet the needs of the district. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator and/or his/her designee which will include the reason for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefits as a result of such transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours, or other fringe benefit as a result of such transfer may contest the transfer as discipline under Part I, Section 5 of this Handbook.

5.02 Employee Resignations

A. The teachers' individual contract, which is part thereof, shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:

1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher should give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.

2. It is agreed that liquidated damages are due to the District with the sixty (60) calendar day notice of resignation as follows:

   a. Five hundred dollars ($500.00) if the employee’s resignation is effective on or after August 1st.

   b. One thousand dollars ($1000.00) if the employee’s resignation is submitted after the beginning of the school year and will be effective during the school year that is in progress.
3. The employee may choose to have liquidated damages deducted from the
employee’s last paycheck(s) or the employee shall submit a check for the
liquidated damages amount at the time of the resignation.

4. The employee’s resignation will not be accepted by the school board until
the district has received payment of the liquidated damages.

B. The Board in its discretion may waive the liquidated damages for the following
reasons:

1. Employment transfer of spouse;

2. Illness of employee;

3. Other reasons at the discretion of the superintendent.

In the event the District chooses to waive the liquidated damages, the District
shall return any damages submitted with the resignation notice to the employee.

C. Any employee involuntarily called into service by the United States government
for military duty shall not be assessed liquidated damage.

D. Process for Resignation and Submission of Liquidated Damages:

1. The teacher must submit his or her resignation and amount of liquidated
damages in accordance with the preceding provisions.

2. The Board, at its discretion, may thereafter accept the teacher’s resignation
and liquidated damages and release him or her from the teaching contract.

3. The Board retains the right to refrain from releasing the teacher from
his/her contract until a suitable replacement has been hired.

In the event said teacher breaches this contract by termination of services during the term
hereof, the Board may, at its option, demand to recover from the teacher such amount of
liquidated damages as set forth above; provided, however, that this expressed intent to
liquidate the uncertain damages and harm to the District is not the exclusive remedy or
right of the Board, but is, rather, an alternative right and remedy and shall not, unless the
Board elects to rely on the same, preclude the Board from seeking and recovering the
actual amount of damages resulting from such a breach by the said teacher.

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

5.04 Summer School Assignments
When possible, summer school subjects should be made known on or before April 15.
All current teachers in the District may apply for summer school positions in the same manner as non-District teachers. Employees teaching summer classes shall be given a summer school session contract in accordance with §118.21, Wis. Stats. Pay for summer school teaching assignments is based on the base pay for a beginning teacher wage. (Bachelor’s degree with no experience).

5.05 **Extended Contracts**
Additional contract days may be added to the contracted school calendar for each teacher at the discretion of the District. Professional staff shall be compensated for said days at their individual contracted rate of 100% of the employee’s per diem rates of pay for each of the extended contract days. Days may be scheduled in full or partial day increments, and will be added to the employee’s contract with the district.

5.06 **Staff In-Service Presentations- In District**
The District can benefit from the training and expertise of its staff. Staff members are interested in sharing their expertise and are interested in receiving compensation for their efforts.

A. **Approval Process:** Presentations beyond the normal scope of duties will be arranged and pre-approved through the superintendent to qualify for compensation. Compensation is paid for presentations that occur within or outside of regular school hours.

B. **Presentation Compensation:**
   1. **Planning Time:** $26.80 per hour for pre-approved planning time.
   2. **Presentation Time:** $26.80 per hour for each hour of presentation.

C. **Multiple Presenters:** When multiple presenters are used, the above amounts may be divided amongst the presenters as determined by the District.

**SECTION 6: REDUCTION IN FORCE, POSITION AND HOURS**

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

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

6.03 **Selection for Reduction- Steps**
In the implementation of staff reductions under this section, individual employees shall be selected for full or partial layoff in accordance with the following steps:
A. **Step One - Attrition:** Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing a reduction in staff.

B. **Step Two - Selection for Reduction/Layoff:** The District shall select the employee in the affected grade level, department/certification area for non-renewal.

1. Grade Levels/Departments/certification area for the purpose of this section shall be defined as:

   a. **Elementary (4YK-6):** Teachers from all buildings will be considered, not just the building in which the nonrenewal is necessary.

   b. **Middle School and Senior High (7-12):** Teachers will be considered for nonrenewal from within the department (see definition 3 below) in which the nonrenewal is deemed necessary. All teachers who teach two or more periods within that department will be considered for nonrenewal.

   c. **Departments:** The term “department” shall mean the subject area in which the teacher taught during the current school year. Examples of departments are Math, English, History, Science, etc. By enumeration no restriction is placed on the number or types of departments. The number and type of departments is at the discretion of the Board.

2. The District shall utilize the following criteria for determining the employee for nonrenewal. The employee in the affected department, as defined above, with the lowest point total shall be selected for nonrenewal:

   a. **Educational Needs of the District:** Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.

   b. **Qualifications as Established by the Board:** Including, but not limited to specific skills, certification (if applicable), training, District evaluations, etc.

   c. **Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area:** Relevant qualifications will be those experiences and training that best relate to the positions(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to current and past assignment and practical experience in the area of need.

   d. **Performance of the Employees Considered for Nonrenewal:** Performance of the employees under consideration as previously and
Currently evaluated. Greater weight may be given to more recent evaluations.

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

6.05 Reemployment Process
The reemployment process is solely available to employees non-renewed underneath this section. It does not apply to employees non-renewed based upon performance as set forth in Part II, Section 1.

A. Reemployment Period: Employees non-renewed under this section shall retain the reemployment options set forth herein until August 1st of the calendar year in which they were non-renewed.

B. Reemployment Obligations- Employee: Employees non-renewed under this section will have their names placed on a reemployment list. In the event a vacancy occurs or a new position is created while employees are on the reemployment list, the District will first attempt to fill the position utilizing the vacancy and transfer language contained in this Handbook. Employees on the reemployment list may apply for the vacant position according to the terms of this Handbook. The District will post vacancies in accordance with the terms of this Handbook.

6.06 Insurance Benefits Following Nonrenewal
Please see Part I, Section 16, COBRA, subsection 16.10 for a full explanation of insurance continuation options.

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

A. Employees shall not receive their wages or salary.

B. Employees are prohibited from working.

C. Sick leave, personal leave, etc. shall continue to accrue as if the employees were working.

D. The District shall provide health insurance, dental insurance, etc. at the same level it would if the employees were working.

E. Accrued vacation, personal leave, or sick leave may not be used during a district furlough.
6.08 In Service and Other Training
The District may require teachers to attend in-service and other training, either of which may occur outside of employees’ regular hours of work. Additional compensation (if any) for such training shall be determined by relevant law, District policy, and pertinent employment contracts.

SECTION 7: PROFESSIONAL COMPENSATION

7.01 Alternative Compensation System
Beginning with the 2015-2016 school year, the district has adopted an Alternative Compensation system for teaching staff. An outline of this system is available in the staff resources area of the school district website, through building level administration, or the district office.

7.02 Curriculum Planning Projects and Other Projects within the Scope of Employment
A. Teachers are expected, as part of their employment with the District, to make substantive contributions to the improvement of the District’s curriculum, instructional practices, and educational opportunities for students. Such contributions may take the form of a wide variety of duties, tasks, projects, and other responsibilities, some of which may be assigned by the teacher’s supervisor(s), and some of which teachers will take on (without being expressly assigned”) as an implicit aspect of their overall employment. At the sole discretion of the District, additional compensation may be offered for the performance of particular additional duties, tasks, projects, and responsibilities. However, unless such additional compensation is expressly identified in the Employee Handbook, or unless it is expressly identified and approved by the District Administrator at the time the District assigns or otherwise expressly approves the work, a teacher does not earn additional compensation (beyond his/her contracted salary) for the performance of the broad range of duties, tasks, projects and responsibilities that are within the scope of their professional employment.

B. If an administrator creates building-based, department-based, or cross-functional teams or committees, the administrator is strongly encouraged to consult with interested teachers (and other employees) to establish the purpose of the team or committee, select the team or committee head, set objectives and goals for the team or committee, and assign or approve the initial membership (if membership is defined/limited). Final decision making authority with respect to all such teams or committees shall rest with the administration. Normally, participation on such teams or committees is considered a part of a professional employee’s contracted duties. However, depending on the nature of the work and time commitment that is required, the District Administrator may approve and inform the employee of additional compensation to be paid to a team leader or committee head if the
Board has approved a budgetary appropriation for such discretionary additional compensation.

C. The administration may approve and offer, or assign, curriculum projects with the intent that the projects will be completed during a school recess or in some other manner that substantially exceeds the expected scope of an employee’s contracted position. In such situations, and to the extent the approved payment is identified as an hourly or daily rate, the assigning administrator shall establish the expected range of hours for the project and a maximum number of hours that will qualify for additional compensation, regardless of actual time worked. In order to receive the additional, approved compensation for such projects, teachers must submit on a bi-weekly basis the time they work on such approved projects. The hourly rate of pay for the 2019-2020 school year will be $26.80 per hour for pre-approved projects and hours.

7.03 Department Chairs/Building Coordinators/Building Leadership Positions
   A. The District may have designated department/grade level chairs and building coordinators as determined and designated by administration. The department chairs will coordinate department business and tasks.

   B. Compensation for Department Chairpersons/Building Coordinators
      1. Department/Grade Level chairpersons shall be compensated at the rate of $1,632.00 per year.
      2. Building Leadership Secretary and Representative shall be compensated at $544.00 per year.

   C. Evaluations of department chairs will be completed by the administration as assigned. These evaluations will not be combined with their regular classroom evaluations.

SECTION 8: INSURANCES

8.01 Dental Insurance
   The Board shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

   A. Eligibility
      1. Minimum Hours for any Board Contribution: An employee whose individual contract has an assignment of at least seventy-five percent (75%) of full-time equivalency is eligible to participate in the District’s dental insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by
enumeration, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than seventy-five percent (75%) of a full time equivalency are not eligible to participate in the District’s insurance and are not eligible for any District premium contribution.

2. **Both Spouses Employed by the District:** If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:

   a. Coverage under one family plan; or
   
   b. Two single plans.

B. **Commencement and Termination of Benefits.** Coverage will commence on the employee’s first day of employment. The insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

   1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.
   
   2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

C. **Premium Contributions:**

   1. **Single Coverage:** For full-time employees who are eligible for and select single coverage, the District shall pay 100% of the single plan premium.
   
   2. **Family Coverage:** For full-time employees who are eligible for and select family coverage, the District shall pay 100% of the family plan premium.

**8.02 Health Insurance**

The Board shall provide health insurance to eligible employees. The insurance carrier(s), program(s), and coverage will be selected and determined by the Board.

A. **Eligibility:**

   1. **Minimum Hours for any Board Contribution:** An employee whose individual contract has an assignment of at least seventy-five percent (75%) of full-time equivalency is eligible to participate in the District’s health insurance. Employees whose assignments are for less than seventy-five percent (75%) of a full-time equivalency are not eligible to participate.
in the District’s insurance and are not eligible for any District premium contribution.

2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:

   a. Coverage under one family plan; or

   b. One cash-in-lieu benefit instead of a family plan (subject to the eligibility of the insurance carrier); or

   c. Two single plans.

B. Commencement and Termination of Benefits: Coverage will commence on the employee’s first required day of work. The insurance benefits described in this Handbook and in the individual contract terminates according to the following schedule:

   1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

   2. If an employee resigns or is terminated who has completed the school year, his/her insurance benefits shall terminate as of August 31.

C. Premium Contributions:

   1. Single Coverage: For full time employees who are eligible for and select single coverage, the District shall pay no more than 87.4% of the single plan premium. Employees shall be responsible for the remaining portion of the premium.

   2. Family Coverage: For full time employees who are eligible for and select family coverage, the District shall pay no more than 87.4% of the family plan premium. Employees will be responsible for the remaining portion of the premium.

D. Health Care Deductibles:

   1. Single Coverage: For employees who are eligible for and select single coverage, the employees will be responsible for a deductible of $2,700.00 per plan year.
2. **Family Coverage**: For employees who are eligible for and select the family coverage, the employee will be responsible for a deductible of $5,400.00 per plan year.

E. **Health Savings Account Contribution**:

1. **Single Coverage**: For employees who are eligible for and select single coverage, the district will contribute $1,200.00 per year into a Health Savings Account. This contribution shall be made on the first business day of September each year.

2. **Family Coverage**: For employees who are eligible for and select family coverage, the district will contribute $2,650.00 per year into a Health Savings Account. This contribution shall be made on the first business day of September of each year.

F. **Employees Ineligible for Health Savings Account**: Employees ineligible for a Health Savings Account shall receive a cash payment amount equal to the Health Savings Account contributions by the district. The cash compensation amount shall be paid to the employee as additional taxable earning which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee FICA, state and federal taxes deducted from the teacher’s payroll check. This contribution shall be made on the first business day of September each year.

G. **Alternate Benefit Plan (ABP) in Lieu of Health Insurance**: Employees may choose to accept the Alternate Benefit Plan in Lieu of Health Insurance. For eligibility requirements and specific benefit language, please refer to section 8.08 of Part 2 of the Handbook.

**8.03 Liability Insurance**

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

**8.04 Life Insurance**

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

A. **Eligibility**:

1. **Minimum Hours for Any Board Contribution**: An employee whose individual contract has an assignment that causes him/her to become eligible for benefits under the Wisconsin Retirement System shall be eligible to participate in the District’s life insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours
excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than the eligibility requirements as outlined above are not eligible to participate in the District’s life insurance plan.

B. Commencement and Termination of Benefits: Coverage will commence on the employee’s first day of employment if prior service under the Wisconsin Retirement System is in place. Coverage will commence six (6) months after the first day of work for employees without prior service under the Wisconsin Retirement System. The life insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

2. If an employee resigns or is terminated who has completed the school year, his/her life insurance benefits shall terminate August 31.

C. Premium Contributions: The District shall pay 100% for term life insurance equal to the next highest one thousand dollars ($1,000.00) of each eligible employee’s salary.

D. Spouse and Dependent Life Insurance Coverage: Spouse and Dependent life insurance coverage is available according to the carrier’s rules at the employee’s cost.

E. Voluntary Life Insurance Coverage: Employees who work a minimum of 20 hours per week are eligible to purchase voluntary group term life insurance policy through a life insurance company contracted by the district. Availability of this insurance is according to the carrier’s rules at the employees cost. Coverage is available for the employee, spouse, and children of the employee.

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

A. Eligibility:

1. Minimum Hours for any Board Contribution: An employee whose individual contract has an assignment of at least 50% is eligible to participate in the District’s long-term disability insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less
than 50% are not eligible to participate in the District’s long-term disability insurance plan.

B. Commencement and Termination of Benefits: Coverage will commence on the employee’s first day of employment. The long-term disability insurance benefits described in this Handbook and on the individual contract terminate according to the following schedule:

1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease on the date of termination.

2. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate August 31st.

C. Premium Contributions: The District shall pay 100% for the cost of long-term disability insurance. The benefits will be equal to ninety percent (90%) of the employee’s monthly wages to limits based on the rules of the carrier. Coverage shall begin after the 60th consecutive calendar day of disability and continue until the employee is eligible to work or the maximum benefit period is met according to the rules of the carrier.

8.06 Short Term Disability
Short-term disability insurance is available to eligible employees at their own cost. The insurance carrier(s), program(s), and coverages will be selected and determined by the Board.

A. Eligibility:

1. Minimum Hours for any Board Contribution: An employee whose individual contract has an assignment of at least fifty percent (50%) is eligible to participate in the District’s short term disability insurance. Hours worked beyond those set forth in the individual contract shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: extended contracts, summer classes, co-curricular assignments, substitute assignments, etc. Employees whose assignments are for less than fifty percent (50%) are not eligible to participate in the District’s short-term disability insurance plan.

B. Commencement and Termination of Benefits. Coverage will commence on the employee’s first day of employment and continue for a full twelve (12) month period or at employee’s discretion. The short term disability insurance benefits described in this Handbook and on the individual contract terminated according to the following schedule:
1. If an employee resigns or is terminated during the term of his/her individual contract, District coverage shall cease at the time in which the resignation or termination becomes effective.

2. If an employee resigns or is terminated who has completed the school year, his/her long-term disability insurance benefits shall terminate August 31st.

8.07 Wisconsin Retirement System (WRS) Contributions
The Board agrees to contribute the employer’s share. The employee agrees to pay the employee’s required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee’s required WRS contributions.

8.08 Alternate Benefit Plan (ABP) in Lieu of Health Insurance
Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the Handbook covering such employees.

A. Employees must accept this option at least one month prior to change of insurance carrier. The amount of the benefit will be prorated based on plan year cycle.

B. In order for this proposal to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.

C. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an “open enrollment” opportunity to enroll in the group health insurance plan.

D. Employees who are eligible for district health insurance and who choose to no longer enroll in the district’s health insurance plan, be it their single or family health insurance coverage, will have the option to accept an annual payment in lieu of health insurance. The District will contribute $375.00 per month ($4,500 per year) for those currently enrolled in family insurance or $291.67 per month ($3,500 per year) for those currently enrolled in single insurance for each eligible employee who terminates his or her health insurance policy. This payment will be made on a semi-monthly basis to the annual amount listed above. New hires who opt not to take health insurance coverage through the District’s group health plan will also be eligible for this option. Employees who qualify and accept this option shall have the option to re-enroll into the District’s health insurance coverage only one (1) time during their active employment in conjunction with the yearly renewal date for a non-life changing event. This provision shall not apply to any employee who remains covered by District health insurance. Current employees who are not currently enrolled in the District’s health insurance plan are not eligible for this option.
E. The cash compensation amount shall be paid to the employee as additional taxable earning which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee FICA, state and federal taxes deducted from the teacher’s payroll check.

SECTION 9: POST EMPLOYMENT BENEFITS

Retirement: Teachers choosing to retire shall have access to the following retirement plans:

A. Notice: Teachers who plan to retire shall notify the District of their intent to do so on or before March 15th of their last teaching year.

B. Limitations: Unless otherwise specified, teachers with a minimum of fifteen (15) years of service to the district shall be permitted to retire under this policy before the beginning of the student year following their 55th birthday.

C. Employees with twenty (20) or more years of experience within the District shall, upon retirement from the District receive $35.00 per day of unused sick leave to a maximum of 120 days. The sick leave payments will be made on or before June 30 of the employee’s final year of District service. Upon discretion, the school board may grant this benefit to employees who do not qualify through the minimum years of service but do through the minimum age requirement for qualification for the district’s early retirement benefit.

D. For teachers hired prior to July 1, 2006, who are at least age 55 (on or before the August 31 immediately following the retiree’s last workday) and who have worked at least fifteen (15) years of service in the District, the early retirement provisions shall be as follows:

1. The District will contribute its portion of the premiums or dollar payments for coverage under the District’s group health plan for up to eight (8) years as if the retiree was an active employee, or until the age of eligibility for Medicare, or death of the retiree, whichever occurs first. The District’s premium payment or payment toward insurance (in terms of a dollar value) shall be capped at the exit rate (dollar value paid by the district in the retiree’s last year of employment.)

2. At the time in which the retiree becomes ineligible for the District’s insurance benefit, the spouse or dependents also become ineligible for coverage.

E. For teachers hired on or after July 1, 2006 and prior to July 1, 2010, the retirement provisions shall be as follows:
1. Upon initial employment, the district shall make available a district approved Tax Sheltered Annuity (TSA) in the employee’s name. Any changes in vendors must be agreed upon by both parties.

2. Beginning the first month of employment and every month thereafter, the District shall deposit three percent (3%) of the employee’s gross monthly base salary into the TSA Account.

3. The TSA account of employees hired after July 1, 2006 but hired before July 1, 2010 shall be fully vested.

F. For teachers hired on or after July 1, 2010, the retirement or separation of employment provisions shall be as follows:

1. Beginning with the first month of employment, the district shall deposit three percent (3%) of the employee’s gross monthly base salary into an HRA account established by the District.

2. Withdrawal from the HRA account can only be made after the teacher is no longer employed by the District. The HRA account of employees hired on or after July 1, 2010 shall be vested upon ten (10) years of employment. After three years of employment, thirty percent (30%) of the employee’s HRA shall be vested. Vesting shall increase by ten percent (10%) each year until fully vested. If an employee is no longer employed by the District due to a non-performance based reduction in force in their first ten years of employment, the HRA account shall become fully vested at that time.

3. Any funds remaining in the HRA in the event of separation prior to the ten (10) year vesting period shall be credited to the District to offset future contributions for the HRA.
ELLSWORTH COMMUNITY SCHOOL DISTRICT EMPLOYEE HANDBOOK

PART III- NON- EXEMPT STAFF WITHOUT INDIVIDUAL CONTRACTS UNDER 118.21 WIS. STATS. OR §118.24, WIS. STATS.
SECTION 1: DISCIPLINE AND DISCHARGE

1.01 Standards for Discipline and Termination
The District Administrator is solely responsible for implementing any or all disciplinary measures, including, but not limited to, suspension and/or dismissal from employment. Such discipline or termination shall be subject to the grievance procedure provisions of this Handbook Part 1 - Section 5 - “Grievance Procedure.”

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

1.03 Disciplinary Materials
Copies of any disciplinary materials(s) shall be provided to the employee before such material is placed in an employee’s personnel file.

SECTION 2: HOURS OF WORK AND WORK SCHEDULE

2.01 Letter of Appointment
Should the district anticipate a continuing need for an employee’s services during the next school year, it will issue a letter of appointment that shall be consistent with, but subservient to, this Handbook and board policy, before the last student contact day of the school year. The letter of appointment shall identify the employee, the position(s) that the employee is employed for, the length of the work year, the length of the work day/week, and the pay rate for the position. Specific assignments and hours cannot be guaranteed but an effort will be made to place the employee in a similar position.

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

2.02 Regular Workday and Starting and Ending Times
A regular full-time workday is eight (8) hours, excluding lunch time. Because of different schedule requirements, employee’s starting, lunch, and finishing times may vary in different assignments and locations. The employee’s immediate supervisor will schedule working hours and lunch periods. Break times may be scheduled at the discretion of the immediate administrative supervisor.
2.03 Regular Work Week
A regular work week is forty (40) hours or less. The regular work week is five (5) consecutive days unless the immediate supervisor assigns the employee to a different work schedule. This section shall not be construed as a guarantee or limitation on the number of hours per day or hours in a work week which may be scheduled or required by the District.

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

2.05 Additional Hours and Overtime- Approval and Assignment
A. Approval: In order for an employee to work beyond his or her contract hours in any week, prior approval must be obtained from the immediate administrative supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, the community or District property.

B. Assignment: Non-emergency scheduled overtime assignments will be filled using volunteers first, with as much notice as possible, and if insufficient volunteers are found, the work will be assigned to a qualified employee(s) as determined by the District. If no one volunteers to perform the overtime, the District may assign the work on a rotating basis within the applicable job classification. Emergency overtime assignments shall be assigned at the discretion of the District.

C. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time over forty (40) hours per week does not include sick, or PTO. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 am on Sunday and ending at 11:59 pm on Saturday.

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

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

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>Breaks and Lunch Period Scheduling</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 3.99 hours</td>
<td>0 minutes</td>
</tr>
<tr>
<td>At least 4.0 to 5.99 hours</td>
<td>15 minutes</td>
</tr>
<tr>
<td>At least 6.0 to 7.99 hours</td>
<td>15 minutes and 30 minute duty-free lunch</td>
</tr>
<tr>
<td>At least 8.0 or more hours</td>
<td>(2) 15 minutes and 30 minute duty-free lunch</td>
</tr>
</tbody>
</table>
2.08 Time Cards or other Form of Electronic Tracking of Hours Worked
(Bus drivers are excluded from this language)

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

2.09 Emergency School Closings

A. All custodians/maintenance workers are expected to report to work when school is closed due to inclement weather or situations beyond the control of the District, if at all possible.

B. All other employees shall not report to work on days when the school to which they are assigned is closed due to inclement weather or situations beyond the control of the District. Any employee not at work when school is closed for an emergency shall not be paid for that day. If the day is not rescheduled, the employee may elect one of the options listed in Section 2.10. Employees shall be required to make up days in the event that the District schedules make-up days.

C. If employees report to work and a decision to close schools is made after that time, those employees will be paid only for the actual hours worked. On such a day, those employees may elect one of the options in Section 2.10 for time lost due to the partial school closing.

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

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

A. The employee may elect to not be compensated for the day/time school was closed OR

B. The employee may elect to use vacation or personal leave time if available.

2.11 Flexible Schedule

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

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

2.13 Shift Pay Differential (Custodial Staff)
A. Evening Shift: Employees who work and are assigned to a regular evening shift shall receive $.65 (65 cents) per hour added to their regular rate of pay. Second shift is defined as a shift that starts at 12:00pm or later for full time employees and 3:00pm or later for part time employees.

B. Employees who are temporarily shifted from their regular night shift to days during winter and spring recess or other non-school days, and during the summer months shall not receive their normal shift premium as provided herein during such period of time.

C. This provision does not apply to the working supervisor position(s).

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

SECTION 3: REDUCTION IN FORCE, POSITIONS AND HOURS

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

3.02 Notice of Reduction in Force
The District will give at least ten (10) calendar days’ notice of any reduction in force. The notice of reduction in force shall specify the effective date and that it is the responsibility of the employee to keep the District informed in writing of any changes in the employee’s address.

3.03 Selection for Reduction- Steps
In the implementation of staff reduction under this section, individual employees shall be selected for full or partial reduction in force in accordance with the following steps:
A. **Step One - Attrition:** Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing reductions.

B. **Step Two - Selection for Reduction:** The District shall select the employee in the affected job category for full or partial reduction in hours.

1. Job categories for the purpose of this section shall be defined as:
   a. Custodian
   b. Teaching Assistant
   c. Maintenance
   d. Administrative Assistant
   e. Bus Drivers
   f. Food Service

2. The District shall utilize the following criteria in order of application for determining the employee for layoff or reduction in hours:
   a. **Educational Needs of the District:** Will be those needs as identified and determined by the Board through normal channels in accord with its constituted authority.
   b. **Qualifications as established by the Board:** Including, but not limited to specific job skills, certification (if applicable), training, district evaluations, etc.
   c. **Qualifications of the Remaining Employees in the affected job category:** Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs as determined by the Board. These experiences shall include but not be limited to: current and past assignments and practical experience in the area of need; and
   d. **Length of Service of the Employee:**
      1. **Length of Service:** Is defined as length of service with the District commencing on the most recent date of hire. No distinction will be made between full-time and part-time employees in calculating length of service.
      2. **Tie Breaker on Length of Service:** In the event two or more employees start on the same date, the employee who is senior shall be determined by the District.

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

3.05 Insurance Benefits during Layoff
Please see Part 1, Section 16, COBRA, subsection 16.10 for an explanation of insurance continuation options.

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

3.07 Other Employment during Layoff
No employee on full or partial layoff shall be precluded from securing other employment while on layoff status.

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

A. Employees shall not receive their wages or salary.
B. Employees are prohibited from working.
C. Sick leave, personal leave, etc. shall continue to accrue as if the employee were working.
D. The District shall provide health insurance, dental insurance, etc. at the same level it would have if the employees were working.

SECTION 4: ASSIGNMENTS, VACANCIES AND TRANSFERS

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

4.02 Job Posting
When a position becomes vacant or a new position is created, notice of such available position may be solely posted internally and may be posted internally and externally simultaneously for a minimum of five (5) working days, unless exigent circumstances as determined by the District required a shorter posting period. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. Vacancies will be posted on WECAN. Long term substitute staff who have worked for the district for greater than 60 consecutive work days at the time of the posting are eligible for the established internal posting processes. The district may also
post positions in the official newspaper of the school district and other publications at the administration’s discretion.

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

4.04 District Ability to Select the Most Qualified Applicant
The District retains the right to select the most qualified applicant for any position based upon stated job descriptions. (This restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position.

4.05 District Ability to Determine Job Description
The District retains the right to determine the job descriptions needed for any vacant position.

4.06 Trial Period
A District employee who is selected for a vacancy, pursuant to sections 4.03 through 4.05 above, will serve a trial period in the new position. The trial period will be for thirty (30) working days. Prior to the expiration of the trial period, either the employee or employer may declare the trial period unsatisfactory and the employee shall return to his/her former position. The direct administrative supervisor, with written notification to the employee prior to the completion of the trial period, may extend the trial period for twenty (20) additional work days. The decision to return the employee to his/her position is not subject to the grievance procedure.

4.07 Involuntary Transfers
When the District determines that an involuntary transfer of an employee is necessary, due to the District’s inability to fill a vacancy or a new position according to the procedures set forth above in sections 4.02 through 4.06, the District reserves the right to transfer an employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator which will include the reasons for the transfer. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline.

SECTION 5: PAID VACATION

5.01 Notice
Each employee has the ability to track updated information regarding vacation days available and used in the employee portal at the District’s website at www.ellsworth.k12.wi.us
5.02 Calendar Year-Full-Time and Part-Time Employees
Paid vacation will be provided to Calendar Year Full time and Calendar Year Part time employees according to the schedules listed below. School year employees covered in this section do not qualify for vacation. All twelve month part-time employees will receive vacation on a prorated basis.

### Year Round Support Staff

<table>
<thead>
<tr>
<th>Number of Years Worked</th>
<th>Vacation Days Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon Hire</td>
<td>10 days</td>
</tr>
<tr>
<td>After five (5) years of service</td>
<td>15 days</td>
</tr>
<tr>
<td>After ten (10) years of service</td>
<td>20 days</td>
</tr>
</tbody>
</table>

“Years of Service” as set forth in this Article refers to years of service in the District in a position that is eligible for vacation under Part III. Eligible employees in the District shall receive the preceding vacation depending on years of service as measured each July 1st. For calculation purposes, vacation is earned based upon the prior years’ service. For part-time employees, vacation pay shall be prorated based on the number of hours scheduled as compared to 2080 hours.

5.03 Scheduling of Vacation
Vacation time may be taken in full blocks, or in shorter blocks not less than one-quarter day as arranged with the immediate administrative supervisor. Requests for vacation time shall normally be made and approved at least five (5) working days’ notice may be approved by the district administrative supervisor. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period. Supervisors may deny vacation requests if such absences would unduly disrupt the efficient operation of the workplace. The District Administrator and/or his/her designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives. Vacations scheduled shall not be more than five consecutive work days unless approved by the superintendent.

5.04 Vacation Accumulation
An employee may carry over a total of ten vacation days from the prior year to the next year’s vacation amount. Vacation days, in excess of the days carried over above, not used by the end of the applicable twelve-month period, i.e. June 30th, shall be forfeited.

5.05 Payment upon Termination/Transfer to a Position not Eligible for Vacation
Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her accumulation. Compensation for any unused vacation days will be equal to the daily wages per accumulated day at the time of the employee’s termination and will be remitted on the final paycheck.
5.06 **Holidays during Vacation**  
Should a paid holiday fall during an employee’s vacation period, the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

**SECTION 6: HOLIDAYS**

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

A. **Employees working a full calendar year**

<table>
<thead>
<tr>
<th>January 1</th>
<th>Thanksgiving Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memorial Day (Federal)</td>
<td>Day after Thanksgiving Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>December 24</td>
</tr>
<tr>
<td>July 4</td>
<td>December 25</td>
</tr>
<tr>
<td>Labor Day</td>
<td>New Year’s Eve</td>
</tr>
</tbody>
</table>

B. **Nine Month Employees in the Food Service/Custodial-Maintenance Unit and the Administrative Assistant, Teaching Assistant and Clerical Personnel Unit**

<table>
<thead>
<tr>
<th>Labor Day</th>
<th>December 25</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thanksgiving Day</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>Day after Thanksgiving Day</td>
<td>Good Friday</td>
</tr>
<tr>
<td>Memorial Day</td>
<td></td>
</tr>
</tbody>
</table>

6.02 **Holidays Falling on Weekends**  
If a holiday falls on a weekend, the holiday shall be scheduled on the preceding Friday or the following Monday, at the district’s discretion.

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

6.04 **Work on a Holiday**  
Except as provided in section 6.03, above, employees who work on any of the above-mentioned holidays shall be paid time and one-half for all hours worked in addition to the holiday pay. In other words, if the employees receive a different holiday date under section 6.03, this provision shall not apply.
6.05 Holidays during Vacation
If any of the above holidays fall within an employee’s vacation period, the employee shall be allowed to take an additional day of vacation in lieu of such holiday.

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

SECTION 7: WAGE COMPENSATION AND EXPENSES

7.01 Wage Schedule

<table>
<thead>
<tr>
<th>POSITION</th>
<th>Years 1-4</th>
<th>Years 5-9</th>
<th>Years 10-14</th>
<th>Years 15-19</th>
<th>Years 20+</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodian 3</td>
<td>$21.00</td>
<td>$24.00</td>
<td>$24.50</td>
<td>$25.00</td>
<td>$25.50</td>
</tr>
<tr>
<td>Custodian 2</td>
<td>$20.00</td>
<td>$22.00</td>
<td>$22.50</td>
<td>$23.00</td>
<td>$23.50</td>
</tr>
<tr>
<td>Custodian 1</td>
<td>$19.00</td>
<td>$21.00</td>
<td>$21.50</td>
<td>$22.00</td>
<td>$22.50</td>
</tr>
<tr>
<td>Food Service 3</td>
<td>$14.50</td>
<td>$16.00</td>
<td>$17.50</td>
<td>$18.25</td>
<td>$18.75</td>
</tr>
<tr>
<td>Food Service 2</td>
<td>$13.50</td>
<td>$15.00</td>
<td>$16.50</td>
<td>$17.25</td>
<td>$17.75</td>
</tr>
<tr>
<td>Food Service 1</td>
<td>$12.50</td>
<td>$14.00</td>
<td>$15.50</td>
<td>$16.25</td>
<td>$16.75</td>
</tr>
<tr>
<td>Teaching Assistant</td>
<td>$14.75</td>
<td>$16.25</td>
<td>$16.75</td>
<td>$17.50</td>
<td>$18.25</td>
</tr>
</tbody>
</table>

7.02 New Employee Wage Schedule Placement
A. New employee placement: New employees shall be placed on the wage schedule at the discretion of the District.

B. Step Movement after First Year of Employment: Employees beginning employment prior to December 31st who have provided satisfactory service, as determined by the District, will advance to the next step the ensuing year on July 1st provided funds are available as determined by the District. Employees who begin employment after January 1st will remain on the same step for the ensuing fiscal year. An employee may be held to the previous year’s step for less than satisfactory performance. An employee may be frozen at his/her previous year’s wage rate for more serious nonperformance.

7.03 Out of Classification Pay
Any employee working in a higher paid classification upon the request of the administrative supervisor shall receive the first year pay of the classification or their wage, whichever is the higher amount. Upon completion of the employee’s assignment under the higher pay scale, the employee shall revert to his or her former classification and rate.
7.04 **Rate of Pay upon Promotion**
Whenever an employee is promoted to a new higher paid classification, he or she will be placed at the step that gives the employee the smallest wage increase. An employee who is voluntarily or involuntarily transferred to a lower paid classification shall retain her/his step placement. Upon voluntary transfer to a position in the same job classification, the employee shall retain her/his pay rate and step placement.

7.05 **Uniform, Protective Clothing, Tools and Meal Expenses**
A. **Uniforms:**
1. All Custodial/Maintenance and Food Service employees of the District, at the discretion of the District, will be required to wear a District approved uniform while on the job. The uniforms may consist of a combination of jackets, hats, gloves, work shirts, work pants, footwear, protective footwear, safety glasses, work shorts and sweatshirts.
2. All employees shall be required to clean and maintain their work shirts and work pants.
3. Custodial, maintenance, and food service workers, upon submission of receipts, shall be eligible for an annual stipend of up to $250.00 for the purchase of uniforms pre-approved through the district office.
4. Bus drivers, upon submission of receipts, shall be eligible for reimbursement up to $8.00 per day for meals on co-curricular trips.

7.06 **Expenses**
Employees required, or approved, by the District to attend conferences, seminars, and in-service training sessions shall receive reimbursement for travel, meals, lodging, and registration as per district policies.

**SECTION 8: JOB RELATED TRAINING AND LICENSURE**

8.01 **In-Service Training**
The district within its discretion may provide appropriate paid in-service training to each employee.

**SECTION 9: EMPLOYEE EVALUATIONS**

9.01 **Evaluation**
The primary purpose of evaluation is to provide continuous improvement in the quality of service to the community/students/staff of the District.
9.02 Procedures and Instruments
The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

9.03 Frequency
All employees will be evaluated annually. Employees may be evaluated more frequently at the discretion of the direct administrative supervisor.

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

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

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

SECTION 10: RESIGNATION FROM EMPLOYMENT

10.01 Notice of Termination of Employment
Employees will give written notice of termination of employment, as soon as possible, but at least ten (10) working days prior to the effective date of resignation. The District’s obligation to pay its share of the employee’s insurance benefits will terminate at the end of the month in which the employee works his/her last day. The district’s contribution to the payment of insurance will be prorated based on the number of days worked in the employee’s last month of employment. Any employee who breaches this Article shall, at the District’s discretion, forfeit any accrued benefits.

SECTION 11: INSURANCES

11.01 Dental Insurance
The Board shall provide dental insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

A. Eligibility:
   1. Minimum Hours for any Board Contribution: An employee whose individual letter of assignment has an assignment of at least thirty (30) hours per week as defined by the Affordable Care Act measurements is eligible to participate in the District’s dental insurance. Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours
excluded may include, but not be limited by enumeration, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments are less than thirty (30) hours per week are not eligible to participate in the District’s insurance and are not eligible for any District premium contribution. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions reduced or eliminated at the time of the reduction of hours.

2. **Both Spouses Employed by the District:** If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different than the premium contribution for a similarly-situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:

   a. Coverage under one family plan; or

   b. Two single plans.

B. **Commencement and Termination of Benefits:** Coverage will commence on the employee’s first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease at the end of the month the employee’s resignation or termination becomes effective.

C. **Premium Contributions:**

   1. **Single Coverage:** For full time employees who are eligible for and select single coverage, the District shall pay 100% of the single premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

   2. **Family Coverage:** For full time employees who are eligible for and select family coverage, the District shall pay 100% of the family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

**11.02 Health Insurance**

The Board shall provide health insurance to eligible employees. The insurance carrier(s), and coverages will be selected and determined by the Board.

A. **Eligibility**

   1. **Minimum Hours for any Board Contribution:** An employee whose individual assignment of at least thirty (30) hours per week as defined by the Affordable Care Act measurements is eligible to participate in the District Health Insurance. Employees whose assignments are less than thirty (30) hours per week are not eligible to participate in the District’s insurance and are not eligible for any District premium contribution.
Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions reduced or eliminated at the time of the reduction of hours.

Any employee who was an active employee during the 2011-2012 school year, was eligible for, and enrolled in the district’s health insurance plan will maintain their eligibility for district health insurance if they do not work 30 hours per week.

Bus Drivers- The District will continue to pay 94% of the health insurance premium for the district health plan for drivers hired prior to June 30, 2010. All drivers hired July 1, 2010 or after will be eligible for health insurance if they work at least thirty (30) hours per week as defined by the Affordable Care Act measurements for regularly scheduled routes. For health insurance, this payment shall be based on 94% of the premium for full time employees.

2. Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan. The premium contributions for spouses shall be no different that the premium contribution for a similarly situated employee whose spouse does not work for the District. As such, the following options exist for such spouses:
   a. Coverage under one family plan; or
   b. One cash-in-lieu benefit instead of a family plan if eligible (subject to the eligibility of the insurance carrier); or
   c. Two single plans.

B. Commencement and Termination of Benefits: Coverage will commence on the employee’s first day of employment. The insurance benefits described in this Handbook and on the individual letter of assignment shall cease at the end of the month the employee’s resignation or termination becomes effective.

C. Premium Contributions:
   1. Single Coverage: For full time employees who are eligible for and select single coverage, the District shall pay no more than 94% of the single premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.
   2. Family Coverage: For full time employees who are eligible for and select family coverage, the District shall pay no more than 94% of the family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

D. Health Care Deductibles:
1. **Single Coverage**: For employees who are eligible for and select single coverage, the employee will be responsible for a deductible of $2,700.00 per plan year.

2. **Family Coverage**: For employees who are eligible for and select the family coverage, the employee will be responsible for a deductible of $5,400.00 per plan year.

E. **Health Savings Account Contribution**:

1. **Single Coverage**: For employees who are eligible for and select single coverage, the district will contribute $1,200.00 per year into a Health Savings Account. This contribution shall be made on the first business day of September each year.

2. **Family Coverage**: For employees who are eligible for and select family coverage, the district will contribute $2,650.00 per year into a Health Savings Account. This contribution shall be made on the first business day of September of each year.

F. Employees Ineligible for Health Savings Account: Employees ineligible for a Health Savings Account shall receive a cash payment amount equal to the Health Savings Account contributions by the district. The cash compensation amount shall be paid to the employee as additional taxable earning which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee FICA, state and federal taxes deducted from the teacher’s payroll check. This contribution shall be made on the first business day of September each year.

G. **Alternate Benefit Plan (ABP) in Lieu of Health Insurance**: Employees may choose to accept the Alternate Benefit Plan in Lieu of Health Insurance.

### 11.03 Liability Insurance

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

### 11.04 Life Insurance

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

A. **Eligibility**:

1. **Minimum Hours for Any Board Contribution**: An employee whose individual letter of assignment makes the employee eligible for Wisconsin Retirement System benefits is eligible to participate in the District’s life insurance. Hours worked beyond those set forth in the letter of
assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose assignments do not cause them to be eligible for Wisconsin Retirement System benefits are not eligible to participate in the District’s life insurance plan. Employees whose hours are reduced during the term of the letter of assignments shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

2. **Pro-rata of District Contributions**: The District agrees to pay the required employer premium contribution which is fifty percent of the premium for eligible employees.

B. **Commencement and Termination of Benefits**: Per rules of the carrier. For the 2019-2020 school year, the carrier is Minnesota Life Insurance Company.

C. **Voluntary Life Insurance Coverage**: Employees who work a minimum of 20 hours per week are eligible to purchase voluntary group term life insurance policy through a life insurance company contracted by the district. Availability of this insurance is according to the carrier’s rules at the employee’s cost. Coverage is available for the employee, spouse, and children of the employee.

### 11.05 Long Term Disability

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

A. **Eligibility**:

1. **Minimum Hours for Any Board Contribution**: Eligibility to participate in the District’s long-term disability insurance is determined by classification or job. These are:
   - Food Service- 12.5 hours per week
   - Custodians- 12.5 hours per week
   - All other employees who work twenty (20) hours per week

   Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as
determined by the District in the first month following the month in which the reduction occurred.

B. **Commencement and Termination of Benefits:** Coverage will commence on the employee’s first day of employment. The insurance benefits described in this *Handbook* and on the individual letter of assignment shall cease at the date in which the resignation or termination becomes effective.

C. **Premium Contributions:** The District shall pay 100% for long-term disability insurance. The benefits will be equal to ninety (90%) of the employees monthly wages. Coverage shall begin after the sixtieth consecutive calendar day of disability. The maximum benefit period is determined by the rules of the carrier.

### 11.06 Short-Term Disability

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

A. **Eligibility:**

1. **Minimum Hours for any Board Contribution:** Eligibility to participate in the District’s long-term disability insurance is determined by classification or job. These are:

   - Food Service- 12.5 hours per week.
   - Custodians- 12.5 hours per week.
   - All other employees who work twenty (20) hours per week.

   Hours worked beyond those set forth in the letter of assignment shall not be used to determine insurance eligibility or insurance contributions. Such hours excluded may include, but not be limited by enumeration to, the following: overtime, extended contracts, summer classes, summer work, co-curricular assignments, substitute assignments, etc. Employees whose hours are reduced during the term of the letter of assignment shall have their eligibility and contributions based upon the projected hours, as determined by the District, in the first month following the month in which the reduction occurred.

B. **Commencement and Termination of Benefits:** Coverage will commence on the employee’s first day of employment. The insurance benefits described in this Handbook and on the individual letter of assignment shall cease at the date in which the resignation or termination becomes effective.

C. **Premium Contributions:** Employees pay 100% of the premium.

### 11.07 Wisconsin Retirement System (WRS) Contributions

The Board agrees to contribute the employer’s share. The employee agrees to pay the
employee’s required WRS contribution as required by state statute requirements. Under no circumstances shall the Board pay the employee’s required WRS contribution.

11.08 Alternate Benefit Plan (ABP) in Lieu of Health Insurance
Eligibility for, and payment toward coverage for individual employment groups are set forth in the applicable part of the Handbook covering such employees:

A. Employee must accept this option at least one month prior to change of insurance carrier. The amount of the benefit will be prorated based on plan year cycle.

B. In order for this proposal to remain in effect, a sufficient number of employees must opt out of their coverage so as not to cause an added expense for the District. Such determination of the additional expense is made by the District in its sole discretion.

C. The Board may, at its discretion, discontinue the cash compensation in lieu of health insurance benefit by providing the participating employees with written notice of not less than sixty (60) days and an “open enrollment” opportunity to enroll in the group health insurance plan.

D. Employees who are eligible for district health insurance and who choose to no longer enroll in the district’s health insurance plan, be it their single or family health insurance coverage, will have the option to accept an annual payment in lieu of health insurance. The District will contribute $375.00 per month ($4500.00 per year) for those currently enrolled in family insurance or $291.67 per month ($3500.00 per year) for those currently enrolled in single insurance for each eligible employee who terminates his or her health insurance policy. This payment will be made on a semi-monthly basis to the annual amount listed above. New hires who opt not to take health insurance coverage through the District’s group plan will also be eligible for this option. Employees who qualify and accept this option shall have the option to re-enroll into the District’s health insurance coverage only one (1) time during their active employment in conjunction with the yearly renewal date for a non-life changing event. This provision shall not apply to any employee who remains covered by District health insurance. Current employees who are not currently enrolled in the District’s health insurance plan are not eligible for this option.

E. The cash compensation amount shall be paid to the employee as additional taxable earnings which are not subject to Wisconsin Retirement System (WRS) contributions to the extent permitted by WRS rule or law, with the appropriate employee FICA, state and federal taxes deducted from the employee’s payroll check.
SECTION 12: POST EMPLOYMENT BENEFITS

Post-employment benefits are listed by individual groups as listed below.

A. Food Service/Custodial-Maintenance: Employees who retire when they are 55 or older and have at least fifteen (15) years of service shall be paid $35.00 for each accumulated sick day, up to the maximum of 110 days.

Employees hired prior to July 1, 2011 under this group will receive this benefit when they are 55 or older and have at least 10 years of service.

B. Administrative Assistant and Clerical Personnel: (Employees hired following June 30, 2019 are not eligible for the following benefit) Upon reaching age 55, employees are eligible for a district payment of $400.00 per month into a health reimbursement arrangement (HRA) administered by the school district that may be used to pay for remaining payment on the district insurance plan or for other HRA qualified expenses as determined by the retiree.

Fifteen years of service in the district: Twenty-four months’ eligibility.

Twenty years of service in the district: Thirty-six months’ eligibility.

Twenty-five years of service in the district: Forty-eight months’ eligibility.

Retirees who choose to maintain district health insurance shall pay 100% of the premium and notify the district thirty (30) days prior to the date of retirement. The failure of the employee to make timely insurance payments shall result in the termination of the employee from the district insurance plan. Eligibility to maintain district health insurance shall coincide with eligibility for Health Reimbursement Arrangement payments as listed above. In the event of death of the retiree, eligibility for district health insurance for the remaining spouse or dependents will be terminated at the end of the month of death.

In addition to the insurance benefit above, employees who retire when they are 55 or older and have at least fifteen (15) years of service shall be paid $35.00 for each accumulated sick day, up to the maximum of 90 days for school year employees and 110 days for calendar year employees.

C. Teaching Assistants: Employees who retire when they are 57 or older and have at least fifteen (15) years of service shall be paid $35.00 for each accumulated sick day, up to the maximum of 90 days.

D. Bus Drivers: Employees who retire when they are 57 years of age or older, and/or have 20 years of employment shall receive $25.00 per day for unused sick leave up to a maximum of 75 days.
PART IV- STAFF WITH INDIVIDUAL CONTRACTS UNDER §118.24, WIS. STATS.,
EXECUTIVE, ADMINISTRATIVE AND ACADEMIC ADMINISTRATIVE EMPLOYEES

All employees included in Part 4 of the employee handbook will be issued individual contracts. The stipulations of employment as are included in the individual contracts they are issued. All stipulations of employment that are not referred to in the individual contract are covered in Part 1 of the employee handbook.

Ellsworth Community School District Employees included in Part 4 of the Handbook include:

Superintendent
Administration
District Office staff
Confidential employees
Directors
Mechanic
ELLSWORTH COMMUNITY SCHOOL DISTRICT

EMPLOYEE HANDBOOK

PART V- CO-CURRICULAR STAFF
SECTION 1: ATHLETIC AND ACTIVITY ASSIGNMENTS

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

A. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. However, under no circumstances shall a Board member work as a coach, assistant coach, advisor, or assistant advisor to an extra-curricular activity (on a paid basis).

B. The stipend for extra-curricular activities shall be specified in the letter of assignment.

C. The letter of assignment shall not be deemed a contract, and individuals holding extra-curricular positions are at-will employees.

1.02 Payments
Payments for extra-curricular activities shall be made in accordance with District payroll procedures. Wages earned shall be paid at least monthly, with no longer than 31 days between pay periods. However, the employee may choose to receive one payment or number of payments as arranged with Human Resource Specialist upon the completion of the work related to the Letter of Assignment. The employee will submit payment requests as outlined in this section.

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

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

1.05 Volunteers
Upon approval from the head coach/advisor, the athletic director and principal, an
individual may serve as a volunteer coach/advisor for an extra-curricular activity. The following guidelines apply to volunteers:

A. They will not be eligible for salary/wages, stipend, or benefits;
B. They will be responsible for their own personal injuries (i.e., ineligible for worker’s compensation);
C. They must consent to a background check (background checks for school board member volunteers must be performed by the Wisconsin Department of Justice or the Federal Bureau of Investigation).
D. They must follow all District activity and athletic policies and procedures and other District policies as applicable;
E. They accept direct and indirect supervision of the head coach; and;
F. They may be dismissed at any time without cause.
ELLSWORTH COMMUNITY SCHOOL DISTRICT
EMPLOYEE HANDBOOK

APPENDIX: FORMS
APPENDIX A: STANDARDS OF CONDUCT - HARASSMENT, BULLYING & SEXUAL HARASSMENT COMPLAINT FORM

If you believe you have been the victim of bullying, harassment or sexual harassment as defined by District policies, you must immediately fill out this complaint form completely and turn it into your principal or immediate supervisor, unless the principal is the subject of your complaint in which case you must deliver this form to the District superintendent. The District will process your complaint(s) in accordance with applicable Board policies and the terms of this Handbook.

1) Name: __________________________

2) Address: _____________________________________________________________________

3) Home phone or number where you can be reached: ________________________________

4) Position & work site: __________________________________________________________

5) Name of Immediate Supervisor: ______________________________________________

6) Please state date(s) of the event or series of events causing the complaint:
   ____________________________________________________________________________

7) Please state your complaint including the harm alleged and policy violated:
   ____________________________________________________________________________

8) Please state specific facts of which you are aware to support your complaint and the names of any witnesses who may be able to corroborate your statements (list all details and attach additional sheets if necessary):
   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________

9) Please state the remedy sought: ________________________________________________

10) If you will be represented in pursuing your complaint, please identify that individual or organization (if known):
    Name: ________________________________________________________________
    Address: _____________________________________________________________
    Telephone: ___________________________________________________________
    FAX: ____________________________

Signature: ____________________________ Date Submitted: ______________________

Ellsworth Community School District Employee Handbook
APPENDIX B: GRIEVANCE INITIATION INSTRUCTIONS
SCHOOL DISTRICT OF ELLSWORTH

Complete the original and two copies. Please print or type. Give the original to your immediate supervisor. Keep one copy for your records.

EMPLOYEE GROUP

EMPLOYEE'S NAME HOME ADDRESS

SCHOOL

JOB TITLE

1. What is the action or situation about which you have a grievance? (Be specific as to names and locations.)

2. On what date did the above action or situation occur?

3. What provision of the Employee Handbook has been violated?

4. What do you think should be done about it, i.e., what is the remedy that you seek?

5. When was this grievance discussed with your immediate supervisor?

Name/Title of your Immediate supervisor
NAME TITLE

__________________________________________________________
6. What other person do you want notified regarding this grievance?

<table>
<thead>
<tr>
<th>NAME</th>
<th>MAILING ADDRESS</th>
</tr>
</thead>
</table>

That person's role in this grievance:

<table>
<thead>
<tr>
<th>EMPLOYEE'S SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
</table>
APPENDIX C: GRIEVANCE APPEAL INSTRUCTIONS
SCHOOL DISTRICT OF ELLSWORTH

Complete the original and two copies of this form. Send the original to the next higher authority to hear the grievance. Retain one copy for your records. An appeal must be filed within the time limits provided or it will be dismissed with prejudice.

<table>
<thead>
<tr>
<th>EMPLOYEE'S NAME</th>
<th>TITLE</th>
<th>DATE OF GRIEVANCE INITIATION</th>
</tr>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>SHIFT</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

1. I wish to appeal the grievance disposition signed by:

Name                Title                Date

2. Nature of Grievance:

3. What provision of the Employee Handbook has been violated?

4. Reason for Appeal:

<table>
<thead>
<tr>
<th>EMPLOYEE’S SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
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</table>

Ellsworth Community School District Employee Handbook
APPENDIX D: HEALTH SAVINGS ACCOUNT PAYROLL DEDUCTION AUTHORIZATION FORM

I, _____________________________________ authorize the Ellsworth School District to payroll deduct $__________________ from my paycheck beginning on ___________________, to be deposited into my CCF HSA Account. This payroll deduction will be deducted on the 1st (10th) and 2nd (25th) payrolls of the month.

I understand that there are limits mandated by the federal government that can be deposited into a Health Savings Account on an annual basis, and that the Ellsworth Community School District is not in any way responsible to make sure that I do not exceed those limits.

Signature: _____________________________________

Date: _____________________________________
APPENDIX E:
Ellsworth Community School District
Insurance Buy-Out Administrative Procedure

NAME: ____________________________________________

Subject: Insurance Buy-Out Procedure

Created: May, 2011

Purpose: This administrative procedure is to be used in cases in which employees inquire about the insurance buy-out option.

Authorized Staff: The personnel specialist of the school district is authorized to administer this procedure.

Procedure to Complete:

_____ Review the applicable collective bargaining agreement or individual work agreement with employee.

_____ Inform the employee of appropriate taxation of the insurance buy out option. (taxed according to current W4 form on file, WRS does not apply)

_____ Inform the employee of the one-time option to re-enroll for a non-life changing event, which is in conjunction with the yearly renewal date (September 1st)

_____ Inform the employee that choosing to not be insured during the time in which they accept the insurance buy-out may lead to them being denied by the insurance company when attempting to re-enroll.

_____ Is the employee to be insured during the period of time in which they are accepting the insurance buy-out? (Yes or No)

_____ Inform the employee that if they choose to opt out of group insurance, COBRA benefits will not be offered.

_________________________  _______________________
Personnel Specialist                        Date
Ellsworth Community School District Direct Deposit Form

Direct Deposit will help you in many ways.

☑ It saves trips to your financial institution.
☑ It saves time in depositing checks—no long lines at the bank to wait in.
☑ It eliminates the possibility of lost, stolen or forged checks.
☑ Your money is deposited faster—reduces the possibility of overdrafts.
☑ It means you get your money deposited to your account even if you’re away from work on payday.

Here is how Direct Deposit works:

Your money will be deposited in your account. The amount of the deposit will appear on your bank statement and can be viewed on the employee portal, which is located on the school’s website.

We believe you will like the added convenience of having your net pay automatically deposited for you. Direct Deposit is safe, convenient and easy. To take advantage of this service, complete the attached authorization form and return it to the Superintendent’s Office.

The authorization form gives the school and your financial institution authority to deposit your pay to your account. Simply complete the form in order to take advantage of Direct Deposit.

All you need to do is:

1. Mark the box before the type of account to indicate whether your pay will be deposited in your checking or savings account.
2. Fill in your name, financial institution name and location, and date.
3. Attach a voided check for verification of all financial institution information. If you are unable to attach the voided check, please fill in your account number.

I authorize you and the financial institution listed below to initiate electronic credit entries, and if necessary, debit entries and adjustments for any credit entries in error to my:

☐ Checking Account ☐ Savings Account

YOUR FINANCIAL INSTITUTION YOUR NAME (PLEASE PRINT)

BRANCH LOCATION YOUR ROUTING NUMBER

YOUR ACCOUNT NUMBER
APPENDIX G:
SALARY REDUCTION FORM

PARTICIPANT INFORMATION

First Name       Middle Initial       Last Name
_________________________       _______       _______________________

Social Security Number
_________________________

Street Address       City       State       Zip Code
__________________________       _______       ____       ____________

EMPLOYER INFORMATION

Employer: ______________________________

City       State       Zip Code
__________________________       _______       ____________

AGREEMENT

I hereby agree to reduce my eligible contribution by _____________ each pay period effective ___/___/____ and my employer to contribute this amount on my behalf to the investments I have selected under my 403 (b) account.

Name of investment firm: ______________________________

SIGNATURE

Signature of participant       Date
____________________________________       ______________________
APPENDIX H: RACE/ETHNICITY FORM

Each year, every school district in Wisconsin is required to report staff data by race and ethnicity categories that are set by the Federal government. Accurate racial and ethnic data help us conduct research and evaluation as well as comply with state reporting requirements.

The federal government recently changed the reporting categories for race and ethnicity, and all staff members are being asked to update their information. With the new reporting categories, individuals can identify themselves as either Hispanic/Latino or not Hispanic/Latino and by one or more of the following groups: American Indian/Alaska Native, Asian, Black/African-American, Native Hawaiian/Other Pacific Islander, White. Starting with the 2010-2011 school year, all schools will also report student data to DPI using the new format and categories.

To update your information, please complete the enclosed form and return it to the District office.

For more information about the race and ethnicity data reporting categories, please see:

Sincerely,
Barry Cain
Superintendent, Ellsworth Community School District

Name: __________________________ Date of Birth: ____________

Please answer BOTH questions 1 and 2.

1. Are you Hispanic or Latino? (Select only one)
   - □ No, not Hispanic or Latino
   - □ Yes, Hispanic or Latino

2. Select all of the following categories that apply to you: (You must select at least one of the following.)
   - □ American Indian or Alaska Native
   - □ Asian
   - □ Black or African American
   - □ Native Hawaiian or Other Pacific Islander
   - □ White
APPENDIX I: EMPLOYEE ACCIDENT/INJURY REPORT

Forms and Documents can be found on the School District Human Resources page on the District website at the following link:

https://www.ellsworth.k12.wi.us/district/humanresources.cfm
APPENDIX J: EMPLOYMENT POSTERS and RELATED INFORMATION

As a general matter, school districts must prominently post the following posters/notices in a place where notices to employees are customarily posted in the workplace.

POSTERS

Notice to Wisconsin Workers with Disabilities Paid at Special Minimum Wage

Affordable Care Act – Notice to Employees of Coverage Options
For employers who offer a health plan to some or all employees

COBRA – Model Election Notice
English  http://www.dol.gov/ebsa/modelelectionnotice.doc
Spanish  http://www.dol.gov/ebsa/modelelectionnoticesp.doc

Employee Protections Against Use of Honesty Testing Devices - Wisconsin

Equal Employment Opportunity is the Law

   “EEO is the Law” Poster Supplement
   English  http://www1.eeoc.gov/employers/upload/eeoc_gina_supplement.pdf
   Spanish  http://www.eeoc.gov/employers/upload/eeoc_gina_supplement_spanish.pdf

Fair Employment Law - Wisconsin

Fair Labor Standards Act - Federal

Family and Medical Leave Act - Wisconsin

Family and Medical Leave Act – Employee Rights and Responsibilities - Federal
*Information about the federal Family and Medical Leave Act also must be in your employee handbook.

Hazardous Chemicals in the Workplace?
Public Employee Safety and Health

Hours and Times of Day Minors May Work in Wisconsin

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

Notice to Employees about Applying for Wisconsin Unemployment Benefits
Hmong [http://dwd.wisconsin.gov/dwd/publications/ui/ucb7h.pdf](http://dwd.wisconsin.gov/dwd/publications/ui/ucb7h.pdf)

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

Minimum Wage Rates - Wisconsin

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

RELATED INFORMATION
Age Discrimination in Employment Act (ADEA)
[http://www.eeoc.gov/laws/statutes/adea.cfm](http://www.eeoc.gov/laws/statutes/adea.cfm)

Americans with Disabilities Act (ADA)
[http://www1.eeoc.gov/eeoc/publications/fs-ada.cfm](http://www1.eeoc.gov/eeoc/publications/fs-ada.cfm)

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

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