EAU CLAIRE
AREA SCHOOL DISTRICT

Employee Handbook

July 1, 2026

Where Knowledge and Inspiration Meet to Create the Future

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Foreword

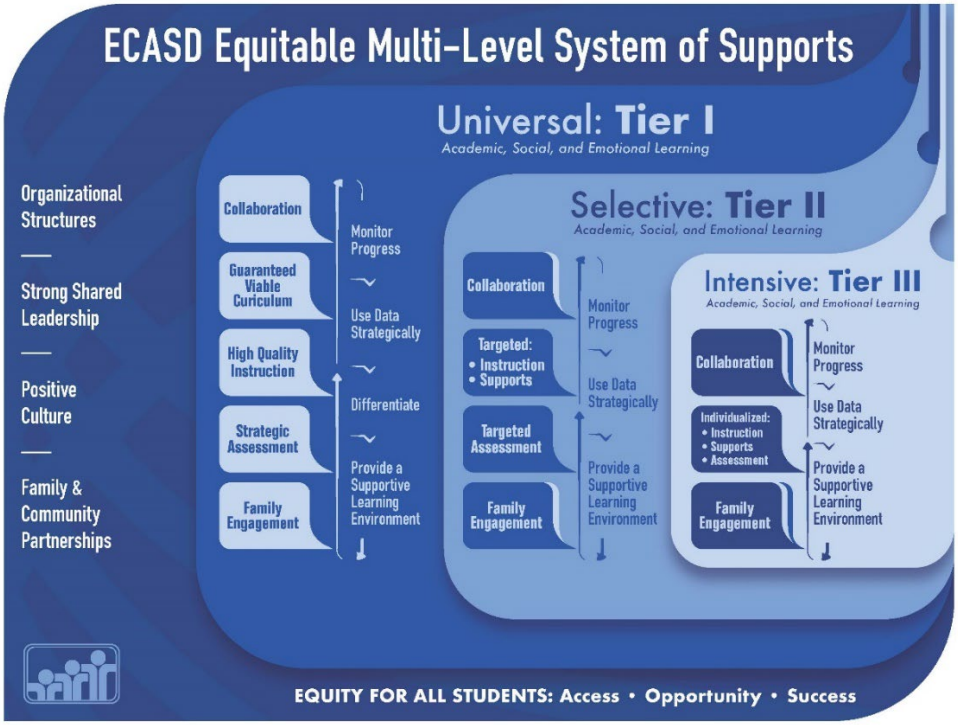
This Employee Handbook will acquaint employees with the Eau Claire Area School District (ECASD) and provide information about working conditions, benefits, and some of the policies and expectations affecting employment. It is important to remember that the primary purpose of the ECASD is to educate children, and therefore all employees should be acquainted with some of the basic tenets of the ECASD.

Mission: To inspire and prepare our students to live creative, fulfilling and responsible lives.

Vision: We challenge minds, build relationships and nurture individual growth to prepare all students for post-secondary success.

Equitable Multi-Level System of Supports:

The Wisconsin Equitable Multi-Level System of Supports (E-MLSS) framework guides our District and sets forth a holistic vision of an integrated and coherent system of academic, behavioral, social, and emotional supports to ensure equitable success for every learner. This framework informs the work of all ECASD staff members. Learn more about the Wisconsin E-MLSS at [Wisconsin's Framework for Equitable Multi-Level Systems of Supports | Wisconsin Department of Public Instruction] or [EMLSS - Eau Claire Area School District].



Equity Statement

The Eau Claire Area School District (ECASD) is committed to eliminating the systemic inequities present in our society and schools as we build an inclusive school community. The ECASD acknowledges the historical foundations of systemic inequities in our state and nation and commits to creating real and sustainable action to change our local systems.

Our Shared Understanding

The ECASD understands that oppression is manifested in racism, sexism, homophobia, heterosexism, transphobia, ageism, ableism, and other forms of systemic and social exclusion. We recognize that these inequities are the result of social hierarchies that have normalized and perpetuated these conditions. Moreover, we understand that there are similarities, intersections, and differences between these and other forms of oppression and the ways in which they manifest themselves.

We understand that equity is the mindset through which we work to serve students with disabilities and learning differences, students who are high-achieving, English Learner students, and students who are socially and economically disadvantaged; equity is understanding that students can belong to multiple groups and hold multiple identities. Through analysis of data, equity is how we identify areas for growth in our school climate and measure our success in making sure each student attends school free from discrimination. Equity benefits all students.

Our Commitment

The Core Values of the ECASD are honesty, respect, responsibility, compassion, courage, and justice, and we recognize that these core values have not been equitably applied to all students. As we move forward, we will adhere to these core values and use our collective privilege to end systems of oppression. In order to ensure each student has equal access to educational programs, services, and activities, equity, diversity, and inclusion will be the tools and methods we will use to proceed.

We will ensure our students of color and other historically marginalized students feel safe, welcomed, included, valued, represented, and supported in our school community with equitable access and opportunities for success.

The ECASD will explicitly recognize, examine, and address the systemic manifestations of oppression and racism in our District, in all aspects of its governance policies, processes, practices, and outcomes. The ECASD will use an equity conscious perspective in all decisionmaking and at all levels, where equity means ensuring opportunities for learning and experiences for all students and especially for students who have been historically marginalized.

The ECASD will invite, support, and collaborate with historically marginalized populations in our District and surrounding communities, and create relationships and allyship based on respect, inclusion, trust, consistency, accountability, and transparency.

The ECASD will make changes in our core organizational structures, institutional practices, and professional behaviors. We recognize that the responsibility of being part of the solution requires us all to hold ourselves accountable. We see accountability as an act of love and the utmost demonstration of trust-building. We believe that solutions are rooted in communities and reject punishment and the carceral system.

The ECASD will continue our ongoing process of professional development for all administrators, leaders, educators, staff, and school board members to fully understand, honor, and respond to the needs of our students at the intersection of their gender, racial, and social identities. We believe that personal growth and self-reflection are a practice of learning, unlearning, and relearning, which is both a career-long and life-long process. All staff and school board members need to be aware of the multiple identities represented in our District and their unique perspectives, experiences, and needs.

The ECASD will seek out and increase hiring of a diverse staff, including active recruitment of historically underrepresented groups and more equitable hiring practices, so that the diversity representation in our District employees is reflective of the diversity of the students we serve.

The ECASD recognizes students' differences and the need to meet each child where they are. Equity is part of our curricular development, acknowledging that each student deserves to see themselves in the curriculum and needs to learn about those who are different from them. Our approach to equity strives for cultural and linguistic competence that builds an inclusive environment for students of all backgrounds and identities.

The ECASD is committed to a school culture and climate where discriminatory or oppressive behaviors are not tolerated. Simultaneously, the ECASD is committed to purposeful and proactive strategies and changes to facilitate a shift in organizational culture to ensure that issues of oppression will be addressed, and clear mechanisms will be identified to actively engage and interact throughout the process. We understand that if we are not helping to dismantle oppressive systems then we are complicit in them. We commit to real conversations, real action, and real change. And we commit to ensuring that we are true to our values and to positive change and growth.

Part 1 – Provisions Applicable to All Staff

Section 1 – Introduction

1.1.01 About this Employee Handbook

This Employee Handbook is intended to provide all employees with information that is foundational to their success as a staff member in the ECASD. Details regarding policies, procedures, ethics, expectations, and standards of the District are outlined in this Employee Handbook. However, this Employee Handbook should not be considered all-inclusive. Copies of District Policies and Administrative Guidelines are available to all personnel on the District website. It is important that each employee is aware of the policies and procedures related to their position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code, and the policies of the School Board (Board).

The contents of this Employee Handbook are presented as a matter of information only. The plans, policies, and procedures described are not conditions of employment. The Board reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time. The language which appears in this Employee Handbook is not intended to create, nor is it to be construed to constitute, a contract between the District and any one or all of its employees or a guaranty of continued employment.

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

1.1.02 Conformity to Law

The District makes every effort to maintain this Employee Handbook in compliance with all current laws. If any provision of this Employee 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.

1.1.03 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. Discipline: Discipline is defined as an employment action that results in a written reprimand, disciplinary suspension, or disciplinary demotion. For further definition of employment actions not considered discipline, refer to 1.6.02 E.

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

   1. Full-time Employee: A permanent full-time employee is defined as an individual who works 40 or more hours per week for a school year or full calendar year.

2. Part-time Employee: A permanent part-time employee is defined as an individual who works a school year or more, but less than 40 hours per week for a school year or full calendar year.

3. Exclusions: A full-time or part-time employee does not include limited term employees as defined in this section.

D. Supervisor: The District will identify the individual employee's supervisor on the employee's job description.

E. Educator: Educators are defined as persons hired under a contract under § 118.22, Wis. Stats.

F. Limited Term Employees (LTE): LTEs are defined as persons hired for a specific project for a specific length of time. A limited term employee has no expectation of continued employment, contract, or benefits. LTEs should contact the Payroll Department to determine benefit eligibility. Examples: Substitute educator, long-term substitute, summer school employees, and seasonal employees. Seasonal/summer school employees are defined as performing non-exempt duties and shall be paid in accordance with the salary posted for each position.

G. 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 their 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:

1. voluntary retirement;
2. voluntary resignation;
3. layoff;
4. reduction in workday;
5. furlough;
6. reduction in workforce;
7. job transfer or reassignment;
8. non-renewal of contract under § 118.22, Wis. Stats. or § 118.24, Wis. Stats.; or
9. separation from employment as a result of a reduction in force

H. Reduction-in-force (RIF): A RIF procedure is defined as procedures applied in carrying out any RIF due to reorganization, lack of funds, curtailment of work, or due to any other factor that relates to student enrollment or staffing the organization.

I. Insurance Eligibility: Employees hired at a minimum 0.75 full time equivalency (FTE) will be eligible for insurance according to current insurance laws. If an employee's FTE is reduced below 0.75, the employee no longer meets eligibility requirements for insurance.

J. Flex Time: Non-traditional work schedule practice which allows full-time employees to change their individual starting and end times within certain limits, with supervisory approval.

Flex time periods usually precede or follow a common time during which all employees must be present.

1.1.04 General Personnel Policies

This Employee Handbook is subservient to and does not supersede the provisions set forth in District policies.

Section 2 – Employment Law

1.2.01 Equal Opportunity

The ECASD is dedicated to ensuring equal opportunities for all employees. The District honors the unique individuality of all persons as evidenced through the District Equity Statement. This practice is upheld through the District's policy that no person may be discriminated against in employment based on their legally protected class, status, or any other reason prohibited by state and federal law. Please refer to Nondiscrimination and Equal Employment Opportunity in the following District policies: Policy 1422, Policy 3122, and Policy 4122.

1.2.02 Americans with Disabilities Act (ADA) – Request for Accommodation Procedures

Reasonable accommodations shall be made for qualified individuals with a disability, unless such accommodations would impose an undue hardship on the District. Any approved accommodations cannot be applied retroactively. A reasonable accommodation is a change or adjustment to job duties or work environment that permits a qualified applicant or employee with a disability to perform the essential functions of a position or enjoy the benefits and privileges of employment compared to those enjoyed by employees without disabilities.

Requests for accommodations under the ADA or under the Wisconsin Fair Employment Act (WFEA) from current employees must be made in writing in accordance with District policy.

Written requests for reasonable accommodation under the ADA or the WFEA are welcomed by the Executive Director of Human Resources and/or their designee and should contain the following information:

- Name
- Job title and location
- Name of immediate supervisor
- Specific functional limitation, i.e., what job duty is unable to be performed due to the disability
- Requested accommodation; be as detailed as possible, including if applicable: equipment needed, job or schedule modifications, services needed, or work restrictions
- Describe how the above accommodation will assist you in your job

Supporting medical documentation may be requested by the ECASD to confirm the need for accommodation. If medical documentation is requested, the request for reasonable accommodation cannot move forward until that documentation is received. Once the request and documentation is received, the Executive Director of Human Resources and/or their designee will meet with the employee, the employee's supervisor, and/or Department Director to discuss the requested accommodation and/or alternatives to the request.

An approval, denial, or modification of the request will be issued within ten (10) business days of this meeting and the necessary steps to implement this accommodation will begin. A copy of this form will also be sent to the supervisor and director. These copies should be kept within the

Human Resources department and shared with necessary parties when there is a change in supervision. In the event an employee presents a request for accommodation to their immediate supervisor, the supervisor is expected to inform the Executive Director of Human Resources and/or their designee so that a formal plan may be established and documented.

1.2.03 Equal Opportunity Complaints

To ensure the District's practice of honoring the unique individuality of all persons is upheld, a formal complaint resolution procedure is available. The District encourages informal resolution of complaints under the equal opportunity policy. Please refer to the Complaint Procedure in the following Nondiscrimination and Equal Employment Opportunity District policies: Policy 1422, Policy 3122, and Policy 4122.

1.2.04 Fair Labor Standards Act

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act (FLSA). For non-exempt employees, issues concerning overtime, compensatory time off, and minimum wage, refer to: U.S. Office of Personnel Management Fair Labor Standards Act.

1.2.05 Family and Medical Leave Act

The District recognizes that employees are at their best when both themselves and their family members are healthy and cared for. Therefore, employees are encouraged to utilize the Family and Medical Leave Act (FMLA) when appropriate to address the medical needs of themselves and their families. Some reasons employees use Family Medical Leave (FML-) include but are not limited to: childbirth, adoption, foster care, surgery, mental health, or other concerns requiring regular treatment, and care for aging or injured immediate family members.

The District's FMLA eligibility period runs on the calendar year from January – December. Eligible spouses working for the District will not be required to share FML.

For additional details pertaining to the FMLA including the Notification of Benefits and Leave Rights, Rights and Responsibilities Notice, Designation Notice, and FMLA Procedure and Law, please refer to the following links:

Notification of Benefits and Leave Rights
Rights and Responsibilities Notice
Designation Notice
U.S. Department of Labor FMLA Procedure and Law
Department of Workforce Development FMLA Procedure and Law

1.2.06 Immigration Law Compliance

The District is committed to employing United States citizens and non-United States citizens 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.

1.2.07 Harassment and Bullying

The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of harassment and bullying. The District shall not

tolerate harassment or bullying based on any personal characteristic described above in 1.2.01. Harassment and other unacceptable activities that could alter conditions of employment, form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts by non-employees (e.g., volunteers, vendors, visitors) that have the effect of harassing or bullying District employees in the workplace. Harassment or bullying can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile, or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

A. unwelcome sexual advances, comments, or innuendos;

B. physical or verbal abuse;

C. jokes, insults, or slurs based on any personal characteristic set forth above (Such comments are unacceptable whether or not the individual within the protected class is present in the workplace to overhear them and whether or not a member of a class professes to tolerate such remarks);

D. taunting based on any personal characteristic described above intended to provoke an employee;

E. requests for sexual favors used as a condition of employment or affecting any personnel decisions such as hiring, promotion, compensation, etc.

All employees are responsible for ensuring that harassment and bullying do not occur. Anyone who believes that they have been the subject of harassment or bullying or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures. All reports regarding employee harassment or 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 under this policy, objects to harassment or bullying, or participates in an investigation of harassment or bullying. The District shall take appropriate and necessary action to eliminate employee harassment and bullying. Actions that are determined to be harassment or bullying shall be subject to disciplinary action, up to and including termination.

All employees have a duty to report incidents of potential or alleged harassment and bullying to their immediate supervisor or Executive Director of Human Resources and/or their designee. Employees have up to 300 calendar days to report an alleged incident(s) of discrimination/harassment/bullying. Please refer to the Complaint Procedure in the following Employee Anti-Harassment District policies: Policy 1662, Policy 3362, and Policy 4362. Employees who fail to report incidents of potential or alleged harassment and bullying, as described above, may be subject to disciplinary action, up to and including termination. In addition, supervisory employees who fail to respond to harassment or bullying complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including termination.

1.2.08 Request for Religious Accommodation Procedures

Reasonable accommodation shall be made for sincerely held religious beliefs or creed, unless such accommodations would impose an undue hardship on the District. Any approved accommodation cannot be applied retroactively. A reasonable accommodation is a change or adjustment to job duties, work environment or requirements that permits an employee to perform the essential functions of a position while allowing them to practice their sincerely held religious beliefs or practices.

Requests for accommodation under this section must be made in writing in accordance with District policy and Employee Handbook procedures.

Written requests for a reasonable accommodation under this section, Title VII or the Wisconsin Fair Employment Act (WFEA) are welcomed by the Executive Director of Human Resources and/or their designee and should contain the following information:

• Name

• Job title and location

• Name of immediate supervisor

• Specific limitation, i.e., what job duty prevents an employee from practicing their religion.

• Requested accommodation intended to remove barriers to the employee's ability to practice their religion. The request should be outlined in as much detail as possible, including the reason why the current practice, duty or role restricts the person from practicing their religious practice.

Please refer to the Employee Anti-Harassment District policies: Policy 1662, Policy 3362, and Policy 4362.

Supporting documentation may be requested by ECASD. Once the request and documentation are received, the Executive Director of Human Resources and/or their designee will meet with the employee, the employee's supervisor, and/or director to discuss the requested accommodation and/or alternatives to the request.

An approval, denial, or modification of the request will be issued within ten (10) business days of this meeting and the necessary steps to implement an approved accommodation will begin. A copy of this form will also be sent to the supervisor and director. These copies should be kept within the Human Resources department and shared with necessary parties when there is a change in supervision. In the event an employee presents a request for accommodation to their immediate supervisor, the supervisor is expected to inform the Executive Director of Human Resources and/or their designee so that a formal plan may be established and documented.

Section 3 – General Employment Practices and Expectations

1.3.01 District Expectations

The District prides itself in hiring and retaining highly qualified employees who exhibit excellence, demonstrate dedication, produce high quality work, maintain confidentiality, work efficiently, and exhibit a professional demeanor toward other employees, parents, students, and community members. The District expects employees to adhere to all applicable District policies, job descriptions, terms of this Employee Handbook, legal obligations, and guidelines that impose duties, requirements, or standards associated with their status as District employees. Breach of any policies, regulations, and guidelines may result in disciplinary action, including termination of employment.

1.3.02 How to Report an Accident/Incident

It's important that the building administrators or immediate supervisors be made aware of all accidents/incidents that result in personal injury or damage to property so appropriate action can be taken. This includes accidents/incidents occurring on District property, school buses, or during school-sponsored activities, including field trips and other away events. In all situations, an Accident Form is required to be completed and submitted by the reporting employee within twenty-four (24) hours or the next scheduled District workday. In the event of a work-related accident or injury, refer to 1.9 - Worker's Compensation.

In the event of damage to personal property, please complete the reimbursement request form along with the incident report and submit it to the Business Office within 24 hours of the incident.

1.3.03 Remote Work

There are certain positions whose essential duties can be performed remotely with the assistance of District-provided technology. However, the expectation is that employees will work primarily in person and therefore the remote work will be limited to occasional, infrequent occurrences.

Employees must receive written approval in advance of working remotely. Approvals will be granted on a case-by-case basis by the immediate supervisor. The Human Resources Department has oversight and will periodically review the remote work option for the District.

Approval for remote work will be limited to those few positions whose duties, tasks, and other work obligations do not require the employee to be physically present in a District building and, as a result, do not require additional staffing (including the use of substitutes) or significant imposition on other employees.

If remote work has been approved, staff must be accessible and available during their scheduled work hours.

1.3.04 Attendance

The District expects employees to make every reasonable effort to be present for work and adhere to their assigned schedule. For the schools to operate effectively, employees 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 Employee Handbook. Employees seeking deviation from their assigned hours will have prior approval from their supervisor/building administrator.

Employees who are unable to report to work shall follow the applicable procedures:

A. In an effort to communicate with building leadership and provide substitutes ample time to fill an assignment, reasonable effort should be made to report absences into the District's absence management system as soon as possible and no later than an hour prior to the employee's scheduled starting time. All absences will be reported in the District's absence management system.
B. Employees will have planned absences approved by their supervisors.

Any time spent not working during an employee's scheduled day will be accounted for using the appropriate absence procedures. The District will monitor attendance and absence patterns. Falsification of records, improper modification of time worked records, and/or failure to account for time spent not working 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.

1.3.05 Bulletin Boards

As a way to improve communication between employees, the District provides a bulletin board in each building as a limited forum for employees to post professional development information and other apolitical literature that is directly connected to employment at the District and is

consistent with District policy and applicable law. All distributed and posted materials shall be professional in approach, and shall not be in violation of any District policy or law. The Building Administrator will be provided a copy of all posted material at the time of the posting and may remove material from the bulletin board(s) at their discretion.

1.3.06 Mandated Reporting

The Board of Education recognizes its legal and ethical obligation in the reporting of suspected or threatened child abuse, neglect, and trafficking. The Board of Education also believes in a positive and preventative approach to child abuse, neglect, and trafficking. Therefore, the Board of Education endorses efforts toward making staff members more cognizant and sensitive to the issues involved in child abuse, neglect, and trafficking. It is hoped that through cooperation among home, school, and other agencies, effective support will be provided to the child and/or the child's family.

A. All school employees are mandated reporters of child abuse and neglect. Any school employee who in the course of their professional duties has reasonable cause to suspect a child has been abused or neglected or has been threatened with abuse or neglect and the employee believes it will occur, is legally required by law to make a report to local Child Protective Services (CPS) or local law enforcement immediately. The report must be made by phone or in person.

B. The employee shall notify their supervisor that they have made a child abuse or neglect report to Child Protective Services (CPS) or local law enforcement.

C. Poverty and Neglect - Poverty is often misidentified as neglect.

When a child is in need of basic resources due to poverty, supporting a family with referrals to services and supports is the best response. But if there is a lack of necessary care or resources and it is not clear that it is due to poverty – or if the parents have been provided with resources and the concerns persist - a report to CPS or law enforcement may be necessary.

D. Bias in Reporting - To reduce racial and cultural disparities in reporting, school staff are encouraged to be aware of and to address the impact of individual biases on how they view family concerns.

E. Professional Accountability - In Good Faith
Staff who make mandatory reports of child abuse or neglect "in good faith" have immunity under the statute from civil or criminal liability.

Please refer to Child Abuse and Neglect in the following District policy: Policy 8462.

1.3.07 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 District,

users have no reasonable expectation of privacy, including the use of email, text-message, and other forms of digital communications (e.g., voicemail, Twitter™, Facebook™, etc.).

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 the following: activity logging, virus scanning, and content scanning. 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, are responsible for their actions in accessing available resources. The following standards 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 and/or their designee. Such permission must be specified in the document or must be obtained directly from the copyright holder and/or their 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.
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 Communications with Students: Please refer to Student Technology Acceptable Use and Safety, and Use of Social Media in the following District policies: Policy 7540.03, Policy 7544.

D. Limited Electronic Communication with Students: Please refer to Student Technology Acceptable Use and Safety, and Use of Social Media in the following District policies: Policy 7540.03, Policy 7544.

E. Retention of Electronic Communications and other Electronic Media: The District archives some 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. Employees who create pupil records via email need to ensure that pupil records are retained for the period of time specified by the pupil records law. For this reason, the District heavily discourages the use of email as the means to communicate about individually identifiable students.

F. Electronic Recording: Employees shall not electronically record by audio, video, or other means, any conversations or meetings unless each and every person present has been notified and consents to being electronically recorded. Persons wishing to record a meeting must obtain consent from anyone arriving late to any such meeting. Employees shall not electronically record telephone conversations unless all persons participating in the telephone conversation have consented to be electronically recorded. These provisions are

not intended to limit or restrict electronic recording of publicly posted Board meetings, grievance hearings, and any other Board sanctioned meeting recorded in accordance with District policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, (e.g. surveillance videos, extracurricular activities, voicemail recordings).

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

   1. Confidentiality of student records.
   2. Confidentiality of other District records, including educator evaluations and private email addresses.
   3. Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
   4. Prohibition against harming others by knowingly making false statements about a colleague or the District.

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

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

1.3.08 Confidentiality

Successful employees respect the privacy rights of others, including District students, employees, and information. Student information that 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. The law and respect for our students requires that student issues are only discussed with employees and parents who need to know the information. Refer any requests for District records to the appropriate administrator and/or their designee.

1.3.09 Conflict of Interest

A conflict of interest arises when personal interests conflict (or could be perceived to conflict) with professional obligations and are to be avoided. Please discuss any questions or concerns with your supervisor. Please refer to Ethics and Conflict of Interest in the following District policies: Policy 1130, Policy 3230, and Policy 4230.

1.3.10 Copyright

Reproduction of copyrighted material shall comply with applicable provisions of law and District policy. 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 Media and Technology Integration Manager.

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

Every District employee shall notify their immediate supervisor or the appropriate administrator as soon as possible, but no more than three (3) calendar days after every arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

A. crimes involving school property or funds;

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

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

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

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 a piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three (3) 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, indictment, or conviction of a crime shall not be an automatic basis for an adverse employment action. Conviction of a non-felonious 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 non-felonious crime during employment with the District:

A. the nature of the offense;

B. the date of the offense;

C. the relationship between the offense and the position to which the employee is assigned

For any employee who is convicted of a felony and has not been pardoned, the District shall have discretion to terminate that individual's employment or to non-renew the employee's contract. Nothing herein shall prohibit the District from placing an employee on administrative leave or from suspending an employee based upon an arrest, indictment, or conviction.

Please refer to Criminal History Record Check and Employee Self-Reporting Requirements in the following District policies: Policy 1421, Policy 3121, and Policy 4121.

1.3.12 Authorized Use of School-Owned Equipment

The purpose of District-owned equipment is to deliver and/or supplement educational initiatives that promote student achievement. Please refer to Lending of District-Owned Equipment in the following District policy: Policy 7530.

1.3.13 Drug, Alcohol, and Tobacco-Free Workplace

The District seeks to provide a safe drug-free workplace for all employees. A drug-free workplace includes an environment which is free of alcohol and drugs as well as every type of tobacco product. Staff who experience their work environment operating contradictory to this should inform their supervisor or the Executive Director of Human Resources and/or their designee. Please refer to Drug-Free Workplace in the following District policies: Policy 3122.01 and Policy 4122.01.

1.3.14 Emergency School Closure

The District has established procedures and expectations for employees during Emergency School Closures, including weather related and other unforeseen events. To ensure employees always have access to the most current information, the detailed Emergency School Closure policy is maintained outside of the Employee Handbook and may be updated as needed.

Employees should refer to the most current version of the policy at the following link HERE

1.3.15 Employee Identification Badges

The safety of District staff, students, families and community, and the security of all District facilities is a Board priority and the responsibility of all District staff members.

The District provides all staff with an employee identification (ID) badge. For safety purposes, each staff member is required to wear their ID badge while working in their official capacity. ID badges are to be prominently worn so the photo and name are visible to others. The ID should be worn between the shoulders and waist on a clip or lanyard. Staff must wear their own ID badge at all times. The staff member wearing the ID must match the staff member's name and photo and may not be loaned to any other staff, students, individuals, or entities. The ID should not be defaced or altered with pins, stickers, decals, etc., as this limits the ability of others to identify and confirm approved District staff quickly in an emergency situation.

For the security of all District facilities, staff members are to report a lost ID badge to their supervisor immediately as this allows the disabling process to begin. To obtain a replacement ID due to damage or loss, please contact the Administrative Assistant, District Office.

Staff members who work in positions that make wearing an ID badge dangerous are provided District issued clothing which identifies them as ECASD staff. In these situations, staff members are required to have their ID badge on their person and available while working in their official capacity.

1.3.16 Accurate Reports

It is important the District obtain accurate reports 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-related matters. Employees may be disciplined, up to and including termination, for filing inaccurate reports or statements.

1.3.17 Financial Controls and Oversight

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District

shall report the suspicions immediately to any supervisor, and/or the Superintendent and/or their designee. Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with the 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 their 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.

1.3.18 Fraud Prevention and Reporting

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

A. Fraud and financial impropriety shall include but is not limited to the following:
   1. Forgery or unauthorized alteration of any document or account belonging to the District;
   2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document;
   3. Misappropriation of funds, securities, supplies, or other District assets, including employee time;
   4. Impropriety in the handling of money or reporting of District financial transactions;
   5. Profiteering as a result of insider knowledge of District information or activities;
   6. Unauthorized disclosure of confidential or proprietary information to outside parties;
   7. Unauthorized disclosure of investment activities engaged in or contemplated by the District;
   8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District; except as otherwise permitted by law or District policy. Refer to 1.3.20.
   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 Superintendent of Schools and/or their designee shall take or recommend appropriate disciplinary action, which may include termination of employment. When circumstances warrant, the Board, Superintendent, and/or their 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.

   Please refer to Fraud in the following District policy: Policy 8900.

1.3.19 Investigations

A. Expectation of Cooperation: In the event of a District investigation or inquiry, every District employee has an affirmative duty to provide to their 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.

1.3.20 Gifts and Sale of Goods and Services

The ECASD appreciates the generosity of booster clubs, family-teacher organizations, service groups, community organizations, and individuals who donate gifts that will enhance and extend the work of the schools. Employees shall discuss donation opportunities with their supervisor. Please refer to Staff Gifts in the following District policies: Policy 3214 and Policy 4214. Crowdfunding in the following District policy: Policy 6605 and Gifts, Grants, and Bequests in the following District policy: Policy 7230.

1.3.21 Licensure/Certification/Training

Each employee who is required to be licensed or certified by law is required to provide the Human Resources Department with a copy of the current license or certificate to be maintained in the employee's personnel file. Employees are required to be aware of the expiration dates of their licenses or certifications. They must ensure that their credentials meet the criteria for their teaching content area and complete any necessary re-licensure or certification requirements in a timely manner. A teaching contract with any person not legally authorized to teach shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

Employees required to maintain additional certifications/trainings as designated by their position (i.e. CPR/First Aid/AED, Nonviolent Crisis Intervention, Bloodborne Pathogens, Medication Administration, Lifeguarding, Water Safety Instructor, Aerial, and Forklift Training, etc.) are required to keep these certifications current. Employees are required to be aware of the expiration dates of their licenses or certifications.

1.3.22 Operators of District Vehicles and/or Mobile Equipment, Drivers on Behalf of the District, and Persons Who Receive Travel Reimbursement

A. Use of District Vehicles: All employees who drive a District vehicle or operate mobile equipment must possess a valid driver's license. Mobile equipment includes but is not limited to such equipment as street vehicles (cars/trucks), tractors, riding lawnmowers, forklifts, heavy equipment, trenchers, and golf carts.

B. Notice of Traffic Violations: All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must notify their immediate supervisor immediately of any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify the Executive Director of Human Resources and/or their designee. Payment for any citations received while driving a District vehicle is the responsibility of the driver. This reporting provision applies to citations or convictions as a result of operating either a District vehicle or a personal vehicle.

C. Commercial Driver's License (CDL): A CDL driver must notify their immediate supervisor, in writing and within 30 days, of a conviction for any traffic violation regardless of the type of vehicle being driven at the time of the violation.

1. Employees must notify their own motor vehicle licensing agency within 30 days if they are convicted in any other jurisdiction (state) of any traffic violation (except parking). This is true no matter what type of vehicle the employee is driving.
2. Employees must notify the District within two business days if driving privileges are suspended, revoked, canceled, or disqualified.

D. Drivers: All drivers of motor vehicles owned by the District and used for the transportation of pupils shall be under written contract with the Board. Refer to § 121.52(2), Wis. Stats.

E. Personal Transportation Utilized for District Use: A minimum of private car transportation will be utilized. Employees must notify and receive approval from their direct supervisor and Business Services prior to traveling on the District's behalf, including 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. Refer to § 121.555, Wis. Stats.

1. Car Insurance—Employees who use their vehicles for District business shall carry minimum insurance policy limits of $300,000 combined single limit (CSL) liability, or $100,000 per person/$300,000 per accident bodily injury and $100,000 property damage.
2. All persons traveling on the District's behalf must pass the insurance points requirements listed below.

For Business Office Use Only

Moving Violations *(Previous 12 months)*	One Violation 6 points	Two Violations 9 points	Three or More 11 points	Total Points for Driving Violations:_____
Accidents *(Previous Three Years)*	Personal Vehicle 5 points (+ 2 for all preventable accidents)	District Vehicle 7 points	District Vehicle 3 points (non-preventable)	Total Points for Accidents:_____
Failure to Report Accident *(Previous Three Years)*		10 points per incident		Total Points for License Suspension:_____
Any License Suspension *(Previous Three Years)*		10 points per incident		Total Points for Driving while Suspended:_____
Felony from Operation of Vehicle *(Previous Three Years)*		10 points per incident		Total Points for Hit and Run:_____
Under the Influence of Alcohol/Drugs *(Previous Five Years)*		10 points per incident		Date of Conviction:_____
ALLOWABLE POINTS: 9 or less: permitted 10-19: approval needed 20+: non-eligible				**TOTAL POINTS:_____**

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 District's travel policy. Please refer to Job-Related Expenses in the following District policies: Policy 3440 and Policy 4440.

1.3.23 Outside Employment

Outside employment is defined as employment for compensation that is not within the duties and responsibilities of the employee's regular position with the school system. Employees may hold employment outside the District as long as such employment does not interfere with assigned duties as determined by the District. Employees may not perform any duties related to an outside job during regular business 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 outside employment.

1.3.24 Personal Appearance/Staff Dress Code

The District's goal is for every employee's appearance to be consistent with the high inclusive standards set for the District as a whole. 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 expects dress or attire from school employees that is not considered disruptive, inappropriate, or which adversely affects the educational atmosphere.

The District requires buildings and grounds staff to wear uniforms provided by the District. Appropriate safety gear shall also be worn by all employees at all times as deemed necessary. All designated employees (e.g., custodial, cleaning, maintenance, food service), shall wear appropriate footwear during regular work hours.

Please refer to Dress and Grooming in the following District policies: Policy 3216 and Policy 4216.

1.3.25 Personal Property

A. Liability: The District does not assume any responsibility for loss, theft or damages to personal property. To minimize risk, the District advises employees not to carry unnecessary amounts of cash or other valuables. If employees bring personal items to work, they are expected to exercise reasonable care to safeguard them. The District is not liable for vandalism, theft, or any damage to cars parked on school property.

B. Search of Personal Effects: Employees should have no expectation of privacy to items contained in plain view, for example, but not limited 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) may be searched in accordance with applicable state and federal law.

1.3.26 Personnel Files

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to obtain or review a copy of the employee's personnel file. Personnel files are stored electronically and employees may request to review an electronic copy of the personnel file. A review of the electronic personnel file must be accomplished in the presence of the Superintendent and/or their designee with custody of those files. 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), Wis. Stats. When appropriate, employees will be provided with a copy of any document before the document is placed in the employee's personnel file. Copies of the employee personnel file are subject to a fee per page and applicable mailing costs. Fees must be paid prior to receiving the file.

After reviewing the employee's personnel records, the employee has the right to request that records the employee believes to be inaccurate or obsolete be removed from their 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. Please refer to § 103.13, Wis. Stats.

1.3.27 Staff – Student Relations

All employees will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a

professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

1.3.28 Physical Examination

A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with § 118.25, Wis. Stats. Upon initial employment, evidence that the employees is able to safely perform the essential functions of their assignment, with or without reasonable accommodations, and to protect the interests of students, other staff, and the public, 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 and consistent with the limitations imposed by applicable state and federal law. Failure to comply with this request may result in discipline up to and including discharge/termination.

1.3.29 Political Activity

Employees may exercise the rights and privileges of any citizen in matters of a political nature and will not be judged or disciplined for political beliefs or activity outside of school hours, school buildings or school activities. Employees should be consistent with the following restrictions:

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

B. During established hours of employment or while an employee is engaged in their 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 property to request, make, or receive a contribution for a political purpose.

C. District employees shall not in any way use District property, 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 the use of District facilities by employees for events or activities that are not within the scope of employment and that are held according to District policy regarding facility use by third parties.

D. District employees shall not 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 any information provided by school employees in connection with any election, referendum, or legislation where authorized by the Board or Superintendent and where consistent with legal limitations on the use of public funds and District resources.

1.3.30 Severance from Employment

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

A. termination pursuant to the terms of this Employee Handbook and the employee's individual contract, if applicable;

B. voluntary resignation;

C. retirement;

D. non-renewal of the employee's contract, (only applicable to employees where non-renewal rights are provided under Wisconsin statutes);

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

F. failure to notify employer of absence (no call/no show-3 incidents within a 3 month time period); or

G. job abandonment.

Employees who submit their notice of resignation/retirement are able to rescind such notice until it is approved by the District or Board as applicable.

1.3.31 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 the District Procurement Policy.

1.3.32 Employee (Whistleblower) Protection

A whistleblower is someone who reports or exposes wrongdoing or misconduct within an organization.

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 Superintendent. If the complaint is about a practice or activity of the Superintendent, 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. 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.

1.3.33 Wisconsin Retirement System (WRS)

Notification to the Wisconsin Retirement System (WRS) must have corresponding dates between ECASD last day of employment and WRS. Reporting a different date to WRS than the date the employee submits to ECASD as retirement date could cause issues with annuity payments. Retirement information for each employee group is located in their respective parts of the Employee Handbook.

1.3.34 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 1.3.25 B.

1.3.35 Work Made for Hire

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

1.3.36 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.

B. Fire safety: All 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. Employees should know the following:

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

C. 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 Superintendent and/or their designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.

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

D. Notification of Safety and Health Standards: § 101.055, Wis. Stats. 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 regulated 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.

E. Discrimination: 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 1.6 of this Employee Handbook to address the workplace safety issues as defined in 1.3.36 H, below. The employee may, in their 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 § 101.055, Wis. Stats.

F. 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: § 120.13(1), Wis. Stats., § 948.60 Wis. Stats., § 948.605 Wis. Stats., § 948.61 Wis. Stats.

   1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this policy (e.g., law enforcement officers possessing a firearm or other weapon on school grounds in the line of duty).
   2. The building principal may allow a weapon on school premises for purposes of demonstration or educational presentations. This approval must be in writing and granted prior to the weapon being brought to the school. The weapon shall be maintained in the possession of the principal except during the actual demonstration or presentation.
   3. Firearms or other weapons used for hunting may be allowed on school property for hunter safety classes, but only during non-school hours and after approval, in writing, from the Superintendent. 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.

G. 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.

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

1.3.37 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 (Refer to 1.3.36 F);
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 they have 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 local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect the employee from immediate harm, such as leaving the area.
2. If the situation is not one of immediate danger, the employee is required to report the incident to the appropriate supervisor and/or their designee as soon as possible.
3. An employee who has received a restraining order, temporary or permanent, against an individual, that 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 their 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 of prohibited behavior 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 the complainant is also prohibited.

   In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in appropriate circumstances; (e.g., in order to protect individual safety or to conduct an adequate investigation). The District will not tolerate retaliation against any employee who in good faith reports workplace violence.

1.3.38 Job Description and Labor Market Review – Policy 1400

The District Compensation System documents include a salary schedule, a compensation plan, and individualized job descriptions of each position in conjunction with labor market standards. To ensure that position salary grade placement remains appropriate, the District conducts systematic reviews of positions as identified HERE.

Annually, the District works with a compensation consultant to evaluate all salary grade placements within a given group. If adjustments are recommended based on the labor market and position description, adjustments may take place pending Board approval.

Certified job descriptions will be reviewed with evaluation of the certified salary schedule in conjunction with labor market standards. If adjustments are recommended based on the labor market and job description, adjustments may take place pending Board approval.

The reviews occur on a five-year cycle for each identified group. During the cycle year, the District reviews job descriptions for each position within a given group and adjustments are made as necessary.

Section 4 – Management Rights

1.4.01 Delineation of Rights

Management (the School Board and Superintendent and/or their designees) 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 Employee Handbook or individual contracts and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin and the United States. These rights include, but are not limited to, the following rights:

A. To direct all operations of the school system;
B. To establish and require observance of reasonable work rules and schedules of work;
C. To hire, promote, transfer, schedule and assign employees in positions within the school system;
D. To suspend, discharge and take other disciplinary action against employees;
E. To relieve employees from their duties because of lack of work or any other legitimate reason;
F. To maintain efficiency of school system operations;

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

H. To introduce new or improved methods or facilities;

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

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

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

L. To determine the educational policies of the District

1.4.02 Sole Basis

This section describes the rights of management as defined in 1.4.01 and does not describe any rights of employees. Accordingly, an employee(s), may not bring any charge of an Employee Handbook violation in any forum based solely on this management rights section.

Section 5 – Work Stoppage

The District strives to address and resolve employee concerns through a variety of methods, including processes outlined within District policy and this Employee Handbook. In accordance with § 111.70(4)(L) Wis. Stats, 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 termination.

Section 6 – Grievance Procedure

1.6.01 Purpose

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

1.6.02 Definitions

A. A grievance shall mean a dispute regarding: 1) an employee's discipline or termination of employment, 2) workplace safety, or; 3) any working condition that arises underneath this Employee Handbook regarding the violation of this Employee Handbook. All grievances filed shall be in writing and contain the following:

1. The name and position of the grievant;
2. A clear and concise statement of the grievance;
3. The issue involved (include specific Part/Section of the Employee Handbook that was allegedly violated for working conditions grievance only);
4. The relief sought;
5. One or both of the following, as applicable:

   a. The date the incident or alleged violation took place;

   b. The specific workplace safety rule alleged to have been violated;
6. The signature of the grievant and the date.

B. The term “days” means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or the employee’s classification is scheduled to work. The time within which an act is to be done under this policy shall be computed by excluding the first day and including the last day.

C. A “Grievant” is an employee of the District. An employee includes permanent full-time and part-time individuals. All other individuals employed by the District, such as limited term, casual employees, and substitutes, as well as independent contractors, are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them. An employee shall have the right to representation during the grievance procedure. If such representation involves a cost, the cost shall be at the employee’s expense.

D. “Workplace safety” means those conditions related to physical health and safety of employees enforceable under federal or state law, or District rule related to:

   1. safety of the physical work environment;
   2. the safe operation of workplace equipment and tools;
   3. provision of protective equipment;
   4. training and warning requirements;
   5. workplace violence;
   6. accident risk

   “Workplace safety” does not include conditions of employment unrelated to physical health and safety matters, including but not limited to, hours, overtime, assignments, and work schedules. Refer to 1.3.36 for the definition of Workplace Safety.

E. For the purposes of this procedure, “discipline” means an employment action that results in a written reprimand, disciplinary suspension, or disciplinary demotion. “Discipline” does not include action such as:

   1. verbal notices or reminders;
   2. performance evaluations or reviews;
   3. verbal warnings/reprimands;
   4. non-disciplinary wage, salary, or benefit adjustments;
   5. improvement plans;
   6. paid administrative leave or suspensions from work with pay;
   7. voluntary quit;
   8. job abandonment through failure to report to work;
   9. termination due to lack of qualification or license;
   10. layoffs, decreases in work assignment, or any other workforce reduction;
   11. job transfer or reassignment;
   12. termination upon conclusion of a temporary position

   The purpose of actions, such as verbal notices/reminders is to alert the employee that failure to correct the behavior may or will result in disciplinary action in the future.

F. Termination is defined as an involuntary discharge involving the dismissal of an employee. For further definition of termination, refer to 1.1.03 G.

1.6.03 Procedures

An aggrieved employee must process a grievance in the following manner and sequence. Prior to submitting a formal grievance, the employee shall meet with the employee's immediate supervisor to discuss the situation and attempt to resolve the concern.

A. First Step: Within ten (10) days after the facts upon which the grievance is based occur or should have reasonably become known, the employee shall present the written grievance to their immediate supervisor. The immediate supervisor shall give a written answer within ten (10) days of receipt of the grievance, with a copy to the Executive Director of Human Resources and/or their designee.

   An employee who has been notified of termination may process the grievance commencing at step three.

B. Second Step: If the grievance is not satisfactorily resolved at the first step, it may be submitted by the grievant to the Executive Director of Human Resources and/or their designee within ten (10) days after having received the answer in the first step. After receipt of the written grievance by the Executive Director of Human Resources, the Executive Director of Human Resources and/or their designee shall meet with the grievant in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the Executive Director of Human Resources shall respond to the grievance in writing. The Superintendent, in consultation with the Executive Director of Human Resources, shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this policy, and otherwise properly processed as required by this policy. If either the Superintendent or Executive Director of Human Resources is aware of other similar pending grievances, they may consolidate those matters and process them as one grievance.

C. Third Step: Upon the written request of the grievant in response to an adverse decision, the decision at the second step may be appealed within ten (10) days to the Superintendent by a written statement particularly describing the reason for appeal. If the decision at the second step is based in whole or in part on the basis of timeliness, scope of the grievance process, or other failure of the grievant to properly follow the process, the matter shall be referred to the Board of Education who shall determine whether the matter should be processed further. If the second step decision is on the merits of the grievance, the grievance shall be referred to an Impartial Hearing Officer (IHO). The IHO shall be determined by the District with input from the grievant. Any costs incurred by the IHO shall be paid by the District, except for a $75 filing fee. The IHO shall convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The burden of proof shall be "a preponderance of the evidence." In termination and discipline cases, the District shall have the burden. In workplace safety and working conditions cases, the grievant shall have the burden. The IHO may request oral or written arguments and replies. The IHO shall provide the parties with a timeline for the decision at the time of the hearing and a written decision within that timeline.

   The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add, subtract from, or modify the terms of the District policy or rule that forms the basis for the grievance. At the conclusion of the hearing, the IHO 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 the final determination.

   This step of the process is available only if the alleged violation of the Employee Handbook involves discipline, termination, or workplace safety. Grievances involving working conditions

may be appealed directly to the Board under Step Four and the Board shall review the decision that the Executive Director of Human Resources issued in Step Two.

D. Fourth Step: Either party may appeal an adverse determination at step three to the Board of Education, by filing written notice appealing the decision of the IHO to the Department of Human Resources within ten (10) days of the decision of the IHO. The Board of Education shall, within thirty (30) days after submission of the appeal, schedule the review of the IHO's decision. The review shall be conducted by the Board during a closed session meeting unless an open session is requested by the grievant. The Board may make its decision based on the written decision of the IHO, or the Board may examine any records, evidence, and testimony produced at the hearing before the IHO, or the Board may consider testimony for the purpose of clarification. A simple majority vote of the board membership shall decide the appeal within twenty (20) days following the last session scheduled for review. The board shall issue a final written decision which shall be binding on all parties.

1.6.04 Timeliness

Failure to process a grievance by the grievant within the time limit, or agreed upon extensions, shall constitute waiver of the grievance and the grievance shall be considered resolved on the basis of the District's last answer. Failure of a management representative to meet the time limits shall cause the grievance to move automatically to the next step in the procedure. To encourage grievances are addressed in a prompt manner, the time limits set by this policy are intended to be strictly observed and may not be extended except upon the express written consent of the parties. Timely service of a response which is served by United States Mail will be indicated by the date upon which the response is post-marked. If the response is sent by email, the date of the email will be the date of the response.

1.6.05 Exclusive Remedy

This procedure constitutes the exclusive internal process to address any employee grievances as defined herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration, and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration which has final authority, subject to any applicable District policy or directive, to resolve the matter.

1.6.06 Insurance Benefits Following Non-renewal

Please refer to 1.18.10 COBRA, for a full explanation of insurance continuation options.

Section 7 – Pay Periods

1.7.01 Payroll Cycle

A. School Year Certified Employees: School year certified employees that work on a ten (10) month or eleven (11) month basis will have a one-time option to select to be paid over ten (10) months or over twelve (12) months. The 10 month pay for school year employees will begin in September and end the following June; or twelve (12) month pay will begin in September and end the following August. Employees who retire or resign at the end of the school year will receive a payoff of any remaining money owed in June.

B. Calendar Year Employees: All employees scheduled to work the full calendar year will be paid over twenty-six (26) pay periods. The pay periods for calendar year employees shall follow thefiscal year and begin in July and end the following June.

C. Hourly Employees: Will complete time cards and be paid two weeks in arrears.

1.7.02 Payroll Dates

The District will operate on a bi-weekly payroll basis (i.e., pay dates will occur every 2 weeks). Payroll dates will be on Friday unless the Federal Reserve is closed on a particular Friday. When the Federal Reserve is closed on a payroll date, the payroll date will be on the preceding day. The first pay date of the school year will be in September for school year employees.

1.7.03 Direct Deposit Payment Method

All regular employees shall participate in a direct payroll deposit plan. Direct deposit statements are available online for each employee. Employees may make changes to direct deposit accounts via the employee portal or by contacting payroll.

1.7.04 Definitions for Payroll Purposes Only

A. Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.

B. Week: A week shall run from 12:00 midnight (12:00 a.m.) Saturday until 11:59 p.m. the following Friday.

C. Pay Period: The pay periods shall begin on the Saturday after the payroll date, and end on the Friday that is the next payroll date.

D. Time Cards: All time cards will be processed one pay period in arrears.

1.7.05 Salary Deferrals –Tax Sheltered Annuities (TSA)

A. The District will maintain a TSA program. Eligible employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) and 457 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 eligible employee may make 403(b) and/or elective salary reductions in Pre-tax dollars (salary reduction, also known as "regular" TSA contributions).

C. Eligible employees will be permitted to have their contribution remitted via payroll deduction to an Investment Account 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. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.

1.7.06 Pay Option

School year salaried employees are offered the option to have their pay prorated over 12 months (Deferred Pay Option) or paid over the school year (School Year Pay Option) during onboarding. School year salaried employees can change their pay option for the next school year by obtaining a form from the Payroll Office and returning it before July 1st.

1.7.07 Rounding Rule

In reporting time worked into the District's timekeeping system, or paper time cards, the District follows the 7-minute rounding rule, rounding up or down to the nearest quarter hour. When reporting 15-minute increments on timecards, employees should use a decimal point to establish the quarter hour (15 minutes = .25, 30 minutes = .50, and 45 minutes = .75).

Section 8 – Compensation and Expense Reimbursement

1.8.01 Mileage Reimbursement

The District shall reimburse employees required by the District to drive their personal vehicle during the course of performing duties for the District, an amount equal to the Internal Revenue Service (IRS) business travel rate for eligible miles as defined on mileage form. The mileage form is located on the Staff Intranet page under Accounting.

Section 9 – Worker's Compensation

1.9.01 Worker's Compensation Coverage and Reporting Responsibilities

The District prides itself on ensuring all employees have a safe and healthy work environment. In the event an employee becomes injured during their course of employment, the District provides Worker's Compensation Insurance to help mitigate the financial burden resulting from the employee's workplace injury.

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 their immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall comply with the accident/injury reporting procedures established by ECASD and/or its worker's compensation insurer. Similarly, after each medical appointment, the employee is responsible to turn in medical return to work (RTW) documents immediately to the Human Resources Department.

A. In the event an employee has suffered an injury or illness in the course and scope of employment that limits the employee from returning to work at full-duty status, the District may offer employees temporary light duty assignments during their healing period, consistent with the restrictions prescribed by their medical provider.
B. ECASD may use its discretion as necessary in the course of administering its procedures and policies related to worker's compensation matters. ECASD reserves the right to implement other related policies or administrative protocols that it may determine to be necessary.

1.9.02 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:

Worker's Compensation Leave: The employee will receive worker's compensation payment in a manner consistent with the rules and regulations of the State of Wisconsin. No other leaves will be applied to the worker's compensation leave, with the exception of FMLA benefits, which shall begin concurrently with the initiation of disability payments for a work-related illness or injury. An employee on worker's compensation leave shall receive benefits as though actively working for six (6) months from Date of Injury (DOI). After six (6) months, the employee will become eligible for insurance continuation under COBRA Law, see 1.18.10. The employee, subject to the rules and regulations of the worker's compensation and disability insurance carriers, and those of ECASD, may be eligible for long-term disability leave.

1.9.03 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 sustained 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 10 – Leave Calculation

1.10.01 Definition

For sections 11-15, all employee leave days shall be calculated in the following manner:

FTE x 8 hours x # leave days = total amount of leave

Example: 1.0 FTE x 8 hours x 8 or 10 days of sick leave = 64 or 80 hours of sick leave

Example: .5 FTE x 8 hours x 8 or 10 days of sick leave = 32 or 40 hours of sick leave

1.10.02 Leave Increment

Any leave (sick, personal, vacation, payroll deduction, etc.) needs to be taken in 15-minute increments.

Section 11 – Sick Leave

1.11.01 Sick Leave Earned

A. 12 Month Employees: Each employee shall be credited with the equivalency of ten (10) days of paid sick leave per year. Sick leave will be credited at the beginning of the fiscal year for each 12-month employee. Employees who begin work after the first day of the fiscal year shall have their sick leave prorated.
B. School Year Employees: Each employee shall be credited with the equivalency of eight (8) days of paid sick leave per year. Sick leave will be credited at the beginning of the school year for each school year employee. Each employee must work at least one day of the new school year for the 8 days to be credited. Employees who begin work after the first day of the school year shall have their sick leave prorated.

1.11.02 Sick Leave Use

A. Sick leave shall be paid for any absence from work due to:
    1. Personal illness, injury , or serious health condition of the employee
        A. Employees may use sick leave for the first three waiting period days for a Worker's Compensation injury, unless the anticipated lost time is ten (10) days or greater.
    2. Illness, injury , or serious health condition of an employee's child, spouse/registered domestic partner, or parent
    3. Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours. The absences should only be for the time normally taken to complete the appointment and return to work.
    4. Short-term physical or emotional wellness needs, including stress-related conditions, when the employee reasonably believes that they are unable to work due to health-related reasons. Use of sick leave under this section of the handbook is for health-related

purposes and is not intended for personal business, discretionary activities, or events otherwise covered under personal leave.

B. Definitions: the following definitions apply under this section:

1. Child means a biological, adopted, foster or treatment foster child, a stepchild , or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and cannot care for themselves because of a serious health condition.
2. Parent means a biological parent, foster parent, treatment foster parent, adoptive parent, stepparent, or legal guardian of an employee or an employee's spouse/registered domestic partner.
3. Spouse means an employee's legal partner through marriage, including husband, wife, or partner.
4. Registered Domestic Partner means that the partners have successfully been granted a Declaration of Domestic Partnership in accordance with Wisconsin State Statutes.
5. 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. For non-FMLA absences, if an employee is sick and needs to be off from work and has exhausted all paid sick time, personal or vacation time will be used. If an employee has exhausted all paid leave options, an employee may use unpaid time through a payroll deduct absence. Refer to 1.15.

Sick leave may not be used in place of personal leave when the purpose of the absence is known in advance and does not relate to an employee's or an immediate family member's absence covered in the list above. Patterns of frequent or extended use may be reviewed consistent with handbook section Absence Verification 1.11.08.

1.11.03 Sick Leave Accumulation

Sick leave for employees will accumulate to the equivalency of 120 days maximum. Accumulated sick leave will not be paid out upon separation of employment.

1.11.04 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 paid sick leave.

1.11.05 Reporting Procedure

Employees who are unable to report to work shall follow the applicable procedures:

A. In an effort to communicate with building leadership and provide substitutes ample time to fill an assignment, reasonable effort should be made to report absences into the District's absence management system as soon as possible and no later than an hour prior to the employee's scheduled starting time. All absences will be reported in the District's absence management system.

B. Employees will have planned absences approved by their supervisors.

   Any time spent not working during an employee's scheduled day will be accounted for using the appropriate absence procedures. The District will monitor attendance and absence patterns. Falsification of records, improper modification of time worked records, and/or

failure to account for time spent not working 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.

1.11.06 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.

1.11.07 Sick Leave Listing

Each employee shall receive a summary of their sick leave usage on the employee's pay stub.

1.11.08 Absence Verification

Whenever the supervisor deems verification necessary, the employee may be required to provide a note signed by a licensed medical professional. A supervisor may also request a note permitting 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.

1.11.09 Sick Leave Donation

Occasionally, an employee or a member of their immediate family (minor child, spouse, or parent) will experience a catastrophic illness or catastrophic injury. While it is not the District's intention to ensure that an employee will not have unpaid work days, the District will allow employees to make leave donations to other employees facing a catastrophic illness or catastrophic injury, if the employee has zero (0) paid leave days remaining in their leave balances, faces an absence which, in the opinion of the employee's or family member's medical provider will result in at least ten (10) unpaid work days, and, in the opinion of the District, justifies soliciting leave donations.

Paid leaves are transferrable to other personnel only to the extent specifically authorized under this policy and by following this process:

1. The requesting employee (and/or their designee) must contact the Executive Director of Human Resources and/or their designee to apply for donations of paid sick leave within six (6) weeks of becoming eligible to receive donations.
2. The Executive Director of Human Resources and/or their designee and the Leave Donation Committee will determine whether the situation qualifies as a catastrophic illness or catastrophic injury. A catastrophic illness or catastrophic injury is one which is an acute or prolonged illness, a non-elective surgery, a recovery from a non-job-related injury which results in the employee's inability to work, or a need to care for their immediate family member who has suffered a catastrophic illness or catastrophic injury. Typically, situations such as elective surgeries and pregnancies will not qualify; however, complications arising out of an elective surgery or birth, for mother or child, could qualify. An elective surgery is a surgery or procedure that is scheduled in advance and does not involve a medical emergency. The patient or the doctor (or both) decide when the surgery/procedure will be performed. Examples include but are not limited to knee replacement, cataract surgery, and carpal tunnel. Any employee experiencing a unique and unusual medical circumstance that does not meet the defined criteria may be

eligible for committee review but is not guaranteed approval.

3. If the Executive Director of Human Resources and/or their designee and the Leave Donation Committee determines that a qualifying catastrophic illness or catastrophic injury exists justifying the solicitation of other employees to donate up to twenty (20) days of paid sick leave, the Executive Director and/or their designee shall authorize the solicitation of sick leave transfers from all staff.
4. Employees approved for the solicitation of sick leave have the option to determine if their name is used in the request for donated days. Employees donating leave will remain anonymous.
5. A day is determined by the recipient's FTE hours. Despite the fact that the donor's hourly rate may be higher or lower than the recipient's, there will be no adjustment.
6. If the requesting employee needs additional donations after the first 20 days, this process may be repeated two additional times for a total of 60 donated days for any one employee within a given school year.
7. In the event that a requesting employee does not use all donated days during the anticipated absence, the requesting employee will "bank" those days in their sick leave account for future sick leave use.
8. Employees are limited to donating up to twenty-four (24) hours in four (4) hour increments in a given school year.
9. In the event that the committee denies a request for donations, the employee will be notified by the Human Resources department.

Section 12 – Jury Duty Leave

1.12.01 Jury Duty Leave

Required absence from work for jury duty will be with pay. Employees may keep any money received for jury duty and travel expenses. Employees should submit the notice to serve as a juror to their immediate supervisor upon receipt of it. Employees are only to be absent for the time necessary to serve as a juror. An employee not selected as a juror or who is dismissed from jury duty is expected to report to work if the employee can still work for more than one (1) hour of their regularly scheduled work hours for that day. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days.

Section 13 – Bereavement Leave

1.13.01 Bereavement/Funeral Leave

The District recognizes that all employees are people before they are staff members. Each ECASD employee may fit one or more of the following roles: child, sibling, spouse, parent, caregiver, or friend. As such, the death of a family member, loved one or friend can be a challenging time. Employees may grieve differently and may require time for self care, family support, and responsibilities related to a loss.

When employees experience these situations, the District encourages the practice of self-care. The District's Employee Achievement Program (EAP) is experienced with supporting employees through the death of a loved one, and providing coaching strategies with self-care. Employees

interested in these resources can reach out to the EAP directly or contact Human Resources for information on how to access EAP resources.

Understanding that care for oneself, family, and loved ones may need to be an employee's primary focus during these times, the District provides the following Bereavement/Funeral Leave benefits to all employees.

- Up to five (5) days of paid bereavement leave per occurrence for absence due to a death in the immediate family. Immediate family includes: spouse/registered domestic partner, parents, children (including loss of pregnancy), brother, sister, grandchildren, grandparent, niece, nephew, aunt, and uncle of the employee. The above leave will apply equally to a relative whether related by blood or marriage.
- One (1) day of bereavement leave for any persons not listed above. Such leave will be deducted from the employee's accumulated sick leave.

Bereavement leave is intended to support employees in connection with a death, which may include, but is not limited to:

- Attending funeral, memorial, or celebration of life services
- Making arrangements related to the death
- Traveling associated with services or family needs
- Managing immediate family or estate related responsibilities
- Taking time necessary for initial grief and adjustment

Bereavement leave is not intended for purposes unrelated to the death (e.g., recreational travel or activities unrelated to bereavement).

In certain situations, additional time away from District responsibilities may be necessary. Employees may request extended bereavement in the absence management system or by contacting Human Resources. Such time may be granted at the discretion of the Executive Director of Human Resources and/or their designee and if granted will be deducted from the employee's accumulated sick leave.

Section 14 – Personal Leave

1.14.01 Personal Leave

Eleven month administrators shall be granted five (5) days of personal leave per year, all remaining employees shall be granted three (3) days of personal leave per year, accumulative up to five (5) days. Once the maximum amount of personal days are accumulated, any additional days will be allocated as sick days, and credited to the sick leave balance. Allocation of personal days is dependent upon employee group. If an employee does not use any sick leave during the school year, the employee can earn an additional personal leave day the following year. This additional day will be earned as two separate 0.5 personal day increments. The first 0.5 personal day can be earned if no sick time is taken from July to December, and the second 0.5 personal day can be earned if no sick time is taken from January to June. The deposit of these days will be made into the individual employee's leave balance as soon as feasible after the time period measurement. If hired after the first day of the employee's position calendar, personal leave time will be prorated. Accumulated personal leave may be taken consecutively with supervisor approval. Personal leave is paid for all employees. Accumulated personal leave will not be paid out upon separation of employment.

1.14.02 Request Procedures

Request for personal leave shall be submitted to the supervisor for approval through the designated absence reporting system at least ten (10) days prior to the date requested for such leave. In the event of an emergency or of extenuating circumstances, the ten (10) day notification requirement may be waived. In such cases, however, the employee shall contact their supervisor no later than one hour before their scheduled start time to indicate the need for the personal day.

1.14.03 Personal Leave Day Restrictions and Limitations

There are restrictions regarding Personal Leave that require approval by both the supervisor and Executive Director of Human Resources and/or their designee.

- The first ten (10) and last ten (10) days of student contact
- Family-teacher conferences
- Professional learning days

When entering personal leave days during these instances, they must be entered as Restricted-Personal in the absence management system, which will initiate the two-step approval process. Personal leave may not be approved if a substitute is required but is not available.

Additionally, there are days each school year when the number of personal absences requiring a substitute are limited but only supervisor approval is required. This limit is necessary to ensure buildings are not left short-staffed due to the lower availability of subs on these days. The following days are limited:

- The day before and/or the day after a school break including Thanksgiving Break, Winter Break, and Spring Break. Up to forty (40) total staff that require a substitute may be approved for personal absences on these days.

When entering personal leave days during these instances, they must be entered as a personal day in the absence management system, which will initiate the one-step approval process. Employees should enter absences for these dates into the absence management system as soon possible, as only absences entered in the absence management system at the time the limit is reached will be considered approved.

1.14.04 Absence Approval

Any absence requiring prior approval from a supervisor may be denied. These absences include personal time, payroll deduction, restricted personal time, vacation, and Employment Affiliated. Factors that are considered in absence approvals include availability of District substitutes, number of absences scheduled for that day, as well as other building or department absences. A threshold for pre-planned absences requiring a substitute will be set by the District to ensure that there is adequate substitute coverage. Any absence requiring approval may be denied once that threshold has been reached.

1.14.05 Employment Affiliated Absences

The District utilizes the Absence Management System reporting options to oversee and monitor the amount to time and reasons the District asks or requires staff to be way from their regularly assigned duties. Examples of this include but are not limited to: professional learning, curriculum writing, seminars, conferences, etc. These examples could occur either in or out of the District.

Staff members participating in these events are required to enter their time into the Absence Management System as “Employment Affiliated” and place a comment in the notes section that indicates the event they are attending.

This practice is required for staff who require a sub and for those who do not. Additionally, the practice of Employment Affiliated absences allows for accurate reporting of staff locations during work hours.

Section 15 – Payroll Deductions

Any employee who exhausts all applicable paid leave balances and requests a day off without pay does so electronically through the District’s absence management system prior to the absence. The request requires approval from both the employee’s immediate supervisor as well as the Executive Director of Human Resources and/or their designee through the District’s absence management system before the day may be taken.

The District expects employees to make every reasonable effort to be present for work and adhere to their assigned schedule. In extenuating circumstances, employees may request up to ten (10) days (prorated at their FTE) of payroll deductions within a fiscal year. Employees who exceed ten (10) days (prorated at their FTE) of payroll deductions must request an unpaid leave of absence or resign from the District. Additionally, employees who exceed ten (10) days (prorated at their FTE) of payroll deductions may be subject to employee discipline up to and including termination.

An employee experiencing a unique and unusual circumstance should contact the Executive Director of Human Resources and/or their designee to review leave options prior to reaching their ten (10) day limit. If additional unpaid time off becomes necessary and is requested by the employee, such time may be granted at the discretion of the Executive Director of Human Resources and/or their designee. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism.

Section 16 – Uniformed Services Leave

1.16.01 Uniformed Services Leave of Absence

Employees performing duty, whether on a voluntary or involuntary basis, in a uniformed service shall be granted a protected leave of absence without pay in accordance with the provisions of federal law, state law, and this Employee Handbook. Please refer to Employee Leaves in the following District policies: Policy 3431 and Policy 4431.

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

A. Army, Navy, Marine Corps, Air Force, Space 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

1.16.02 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. All applicable re-employment rights extend to

persons who have been absent from a position of employment because of service in a uniformed service.

1.16.03 Request for Uniformed Services Leave

The request for a uniformed services leave should be as far in advance as possible so the District can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the appropriate orders for service and submitted to the Executive Director of Human Resources and/or their designee.

Section 17 – Leaves of Absence

1.17.01 Medical Leave

The District recognizes that employees are at their best when both themselves and their family members are healthy and cared for. In the event that an employee needs to take time away from work to care for themselves or their family members, the District provides an option to request Medical Leave. This Medical Leave may be paid or unpaid dependent on paid leave available.

A. Application Procedures: Submit a written request for a medical leave of absence to the Executive Director of Human Resources and/or their designee at least thirty (30) calendar days prior to the anticipated beginning of the leave when feasible. Requests will be reviewed and processed by the Executive Director of Human Resources and/or their designee and shall be granted or denied in their sole discretion and in accordance with applicable laws and regulations. The request must be accompanied by a physician's statement attesting to the medical need for leave and anticipated duration of the leave. The District reserves the right to request periodic statements from the physician. The medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits. If the employee is eligible for long-term disability benefits, the District may grant a medical leave due to disability for up to a total leave period of twenty-four (24) months.

B. Benefits during approved Leave:
   1. Length of service and other benefits shall not accrue during such leave.
   2. If the approved Medical Leave is longer than 31 calendar days, the employee may continue health and dental insurance during the leave of absence under COBRA law, see 1.18.10.
   3. During the leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the leave. An employee may be required to use available applicable accrued leave prior to commencing leave.

C. Placement upon Return from Leave: Upon return from any leave of absence, the employee may be returned to the employee's most recent position. If the position is not available, as determined by the District, the employee may be returned to a position equivalent in terms of percentage of FTE unless the employee's percentage of FTE was reduced or increased due to non-renewal or layoff, whichever is applicable.

   The employee shall be eligible to return to work from a medical leave of absence when the employee is able provided that:
   1. The employee has previously indicated their intent to return to duty following the expiration of the medical leave.
   2. The employee provides their physician's certification that the employee is able to return to work. The District must agree that any accommodations do not create an undue hardship. The District reserves the right to designate another physician to verify or refute the

employee's physician's certification. If the two physicians' certifications are in conflict, a third mutually agreed to physician will issue a physician's certification. The third physician's certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.

D. Notification of Return from an Approved Leave: Any employee on leave not returning prior to the end of the school or fiscal year is required to notify the Executive Director of Human Resources and/or their designee in writing on or before February 1 of their intent to return the next school or fiscal year. If the employee does not provide this timely written notice, the employee's status will be changed to a voluntary resignation from their position with the District as of the end date of the leave.

E. Failure to Return after End of Leave: In the event the employee does not return to work following the end of the leave, and subject to applicable legal restrictions, the employee's status will be changed to a voluntary resignation of their position with the District and waived any and all rights to further employment by the District.

F. Interaction with Family and Medical Leave Provisions: An unpaid medical leave and participation in insurance programs under this section shall run concurrently with any leave(s) provided for under the Wisconsin Family and Medical Leave Act and/or under the federal Family and Medical Leave Act.

1.17.02 Leave of Absence – For Other than Medical Reasons

A. Application Procedures: Submit a written request for an leave of absence for other than medical reasons utilizing the District's Leave of Absence Request Form to the Executive Director of Human Resources and/or their designee at least forty-five (45) calendar days prior to the anticipated beginning of the leave when feasible. Requests will be reviewed and processed by the Executive Director of Human Resources and/or their designee and may be granted or denied in their sole discretion and in accordance with applicable laws and regulations. The leave of absence shall not exceed one (1) calendar year.

B. Benefits during approved Leave:

1. Length of service and other benefits shall not accrue during such leave.
2. In an approved Leave of Absence that is longer than 31calendar days, the employee may continue health and dental insurance during the leave of absence under COBRA law, see 1.18.10.
3. During the leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the leave. An employee may be required to use available applicable accrued leave prior to commencing leave.

C. Placement upon Return from Leave: Upon return from any leave of absence, the employee may be returned to the employee's most recent position. If the position is not available as determined by the District, the employee may be returned to a position equivalent in terms of percentage of FTE unless the employee's percentage of FTE was reduced or increased due to non-renewal or layoff, whichever is applicable.

D. Notification of Return from an Approved Leave: Any employee on leave not returning prior to the end of the school or fiscal year is required to notify the Executive Director of Human Resources and/or their designee in writing on or before February 1 of their intent to return the next school or fiscal year. If the employee does not provide this timely written notice, the employee's status will be changed to a voluntary resignation from their position with the District as of the end date of the leave.

E. Failure to Return after End of Leave: In the event the employee does not return to work following the end of the leave, and subject to applicable legal restrictions, the employee's

status will be changed to a voluntary resignation of their position with the District and waive any and all rights to further employment by the District.

F. Leave for Government or Public Office

Employees may take a leave for elected or volunteer service to hold government office, state education organization office, or other organizations for public service. If approved, the leave of absence shall be approved for the term of office and the employee shall inform the Executive Director of Human Resources and/or their designee of the term when applying for the leave. All other provisions apply as stated in items A through E above.

G. Leave for a Limited Term position within the District

Employees may take a leave of absence from their permanent position to fill a limited term position within the District with approval from the Executive Director of Human Resources and/or their designee. Employee pay and benefits will be determined by the position the employee is working in. An employee choosing to take a leave from a permanent benefit eligible position to fill a limited term non-benefit eligible position will not have access to benefits until they resume the permanent benefit-eligible position. Employees will return to their permanent position at the end of the limited term position.

H. Subbing while on Leave of Absence: Employees on a Leave of Absence from the District generally do not perform work for the District while on leave. The District values its employees and aims to keep them connected to the District as much as possible during an absence. Therefore, the Executive Director of Human Resources and/or their designee may consider allowing a staff member who is off on a non-medical leave to be able to sub through ECASD's substitute provider throughout the year as availability allows.

Section 18 – Benefits Applicable to All Employees

1.18.01 Flexible Spending Account

Through the District, employees will be provided an Internal Revenue Service authorized flexible spending account (FSA) under applicable sections of the Internal Revenue Code (§ 105 U.S.C., § 106 U.S.C., § 125 U.S.C., and § 129 U.S.C.) to permit eligible employees to reduce their salary and contribute to an FSA to cover the following expenses:

A. Permitted medical expenses not covered by the insurance plan (§ 105 U.S.C.)—contact the Payroll Department for maximum allowable amount.

B. Dependent care costs (§ 129 U.S.C.) subject to the limitations set forth in the Internal Revenue Service Code—contact Payroll Department for maximum allowable amount.

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

1.18.02 Dental Insurance

Eligible employees who are 0.75 FTE or greater shall be provided the opportunity to enroll in dental insurance. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

The Board will pay 83% of the Dental Insurance premium.

If both spouses are employed by the District and are eligible for insurance, they shall have their choice of two fully paid single plans for dental insurance or one fully paid family dental insurance plan.

Payment in lieu of enrolling in District insurance is not available.

Input regarding insurance coverage will be provided to the Board from the Holistic Committee comprised of staff members from all employee groups.

1.18.03 Health Insurance

Eligible employees who are 0.75 FTE or greater shall be provided the opportunity to enroll in health insurance. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board.

The Board will pay up to 87.4% of the Health Insurance premium.

If both spouses are employed by the District and are eligible for insurance, they shall have their choice of two fully paid single plans for health insurance, one fully paid limited family plan health insurance, or one fully paid family health insurance plan.

Payment in lieu of enrolling in District insurance is not available.

Input regarding insurance coverage will be provided to the Board from the Holistic Committee comprised of staff members from all employee groups.

1.18.04 Liability Insurance

All Employees shall be covered for liability in accordance with the terms of the District's liability insurance policy.

1.18.05 Life Insurance

Eligible employees who are 0.75 FTE or greater shall be provided life insurance. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. The District will pay for a term group life insurance policy equivalent to one time the employee’s career high gross salary. The Board will also provide an opportunity for the employee to purchase additional group term insurance at the employee’s expense.

1.18.06 Long-Term Disability Insurance

Eligible employees who are 0.75 FTE or greater shall be provided long-term disability insurance. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. An employee on Long-Term Disability shall receive benefits as though actively working for six (6) months after date eligible for Long-Term Disability. After six (6) months, the employee will become eligible for insurance continuation under COBRA Law, see 1.18.10 for additional information.

1.18.07 Short-Term Disability Insurance

Eligible employees who are 0.75 FTE or greater may elect to purchase supplemental short-term disability insurance. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. Employees shall cover 100% of the premium costs for short-term

disability insurance if they choose to purchase the insurance. Employees must sign up for short-term disability within the first thirty (30) days of employment. Contact the Payroll Department for further clarification.

1.18.08 Wisconsin Retirement System (WRS) Contributions

Eligible employees are automatically enrolled in the Wisconsin Retirement System (WRS). The employee shall pay the employee's WRS contribution as required by state statute and the Board shall contribute the employer's share of the benefit. Please refer to additional WRS information at: Employee Trust Funds - WRS Retirement Benefit.

1.18.09 Post-Employment Benefits

Eligible employees shall be provided post-employment benefits that vary based on their hire date. The type and amount of benefit will be established and determined by the Board. Eligibility for, and payment toward, post-employment benefits are set forth in the applicable part of the Employee Handbook covering such employees.

1.18.10 COBRA Law Continuation of District Health Plan Participation

In instances in which employees covered by the District health and or dental insurance experience a qualifying event that results in a loss of coverage, the District, pursuant to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and state law, offers employees, employee's spouse, and employee's dependent children the opportunity to remain on the District's health and dental insurance plan at the group rate where coverage under the plan would otherwise end. To learn more about the qualifying events and COBRA law, visit Continuation of Health Coverage (COBRA) | U.S. Department of Labor (dol.gov).

1.18.11 Employee Assistance Program

The District is committed to supporting employees and their families navigate many aspects of life, both at work and at home.

The Employee Achievement Program (EAP) is a District funded resource which provides employees support both professionally and personally. Examples of professional support include but are not limited to: professional coaching related to organizational skills, time management, and communication. Support for employees and their families personally includes resources such as: individual, partner, and/or family counseling, legal advice, and financial counseling.

To reach the District EAP coordinator, please contact the Human Resources Department. For specific EAP services, the EAP provider may be contacted directly. Contact information is available by contacting the Human Resources Department or can be found on the HR Intranet Site.

Section 19 – Improvement Committees

The ECASD strives to be a great place to work, which includes seeking employee input regarding important topics and areas of improvement on a regular basis. The District seeks employee input in a variety of ways, including through volunteer participation on both standing, and as-needed improvement committees. While non-exempt staff may volunteer for the District, non-exempt staff will be compensated at their regular rate for work performed in the same type of service when asked to assist in Improvement Committees.

A. Each District building shall maintain a forum for employees, including administration that meets on a minimum of a quarterly basis. The purpose of this committee is to:
    1. Provide a method for discussing concerns

2. Improve building culture
3. Review annual Staff Climate Survey
4. Share ideas
5. Discuss other items of general interest

Topics discussed shall be reviewed at the District-level for themes between buildings in order to address common concerns and improve District-wide culture.

B. The District maintains an Employee Relations Committee (ERC) to serve as a clearing house for information in the Employee Handbook. The ERC meets when necessary to review information in the Employee Handbook and make recommendations to the Board of Education for modifications to the content of the Employee Handbook. The Committee shall be made up of representatives from each employee group in the District.

C. Volunteer District-wide committees will be made up of representatives from all employee groups whenever possible. Membership opportunities will be provided to employees regardless of years of experience, association membership, and employee group.

Section 20 – Exit Survey/Interview

The District values the input of all employees at all stages of employment. Therefore, the District provides an opportunity for all employees ending their employment to respond to a survey regarding their experiences while employed within the District.

The survey is anonymous. Survey results are reported to District Administration to illustrate theme from all recipient answers. Individual responses are not shared with the District Administration and recipient names are not released.

For employees who wish to speak to someone directly, an invitation is sent offering an opportunity to meet individually with the Executive Director of Human Resources and/or their designee.

The information gathered through the exit survey/interview process is utilized to assist in making positive changes for the employees, students, and the community of the ECASD.

Section 21 School Calendar

The school calendar shall be developed by administration and approved by the Board. The determination of the structure of the days, e.g. instructional, professional development, family-teacher conferences, workdays, etc., shall be at the discretion of the administration with consultation from employee groups.

Part II – Staff with Individual Contracts under §118.22, Wis. Stats. And Professional/Exempt Non-Supervisory Employees

Section 1 – Professional Hours/Workday

2.1.01 Professional Responsibilities and Work Day

Educators 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.

Education and teaching is a professional occupation. The professional staff are expected to be with students prior to student arrival until after student dismissal for their supervision, during instruction, and at those times needed to carry out other professional responsibilities. Other professional responsibilities include, but are not limited to, attending events such as conferences, open houses, and other school activities.

Professional staff are committed to students as demonstrated through their completion of classroom responsibilities, duties, and work. Staff shall be available to participate in meetings and other professional responsibilities. A school's staff are a team, and every school requires additional duties from all members to ensure the school's successful functioning, and regular meetings to ensure good communication between administrators, school community, and staff. At the same time, staff time must be respected and carefully budgeted. Additional duties and meetings should be predictable, scheduled in advance, and limited to allow staff time to accomplish their work outside of the classroom, pursue individual professional development, and maintain a healthy work/life balance.

Staff manage their work time and operate under professional hours. They are expected to be at their work areas during their assigned duties and teaching assignments, unless excused by their building Principal and/or their designee. Staff are expected to remain in the building during established 7.25 core hours. Activities such as staff/department/grade level meetings, IEP meetings, student assistance, family-teacher conferences, etc., when known by staff in advance are considered professional responsibilities and staff members are expected to be in attendance.

Administration will recognize educators' professional judgment in managing their time as long as professional responsibilities are met. A lunch period will be included as part of the schedule by the Principal and will not be less than one half hour. Misuse of professional hours may result in disciplinary action.

2.1.02 Administratively Called Meetings

Educators may be excused from attendance at such meetings with prior approval from the building Principal. It is the responsibility of the educator to secure the information from the building Principal and/or their designee in the event they were excused from a meeting.

Staff Meetings: Educators attend all administratively called staff meetings. The number and times of staff meetings shall be established and uniformly implemented by administration. The administration shall attempt to provide reasonable notice of all such meetings.

Other Administratively Called Meetings: These types of meetings may be, but are not limited to department/grade level meetings, collaboration, crisis team, District-wide meetings, or activities of similar nature which are normally conducted at other times. Educators attend such meetings, when applicable.

2.1.03 Attendance at School Events

The District provides many opportunities outside of school for students to gain additional academic and social/emotional success. It is the expectation that staff attend these functions in areas that are specific to their content area, as a way to show support of students, families, and the school. These may be an open house, music program, art show, and/or other District or building events that occur after the normal workday. Educators normally shall be given at least thirty (30) calendar days notice of such events. Educators who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the building Principal and/or their designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the event.

2.1.04 Consultation with Families

Providing opportunities to consult/communicate with our families is essential to students' academic and social/emotional success. Such consultation may be in the form of phone contacts, home visitations, progress reports, in-person appointments, etc., in addition to the scheduled family/teacher conferences. Part of the home/school partnership success stems from the family having access to their student's progress via the District's electronic grade book. It is expected that educators will maintain an up-to-date grade book and post entries within a two-week standard.

2.1.05 School Calendar

The school calendar shall be developed by administration and approved by the Board. The determination of the structure of the days, e.g. instructional, professional development, family-teacher conferences, workdays, etc., shall be at the discretion of the administration with consultation from employee groups.

2.1.06 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 according to the following schedule:

Memorial Day

Labor Day

Thanksgiving Day

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 Superintendent and/or their designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

Section 2 – Professional Growth

2.2.01 Requirement to Remain Current

All educators shall engage in independent and active efforts to maintain high standards of individual excellence. Such efforts shall include but are not limited to: keeping current in specific and applicable areas of instruction and/or licensure, Board established curriculum, as well as continuing study of the art of pedagogy and best practice. This can be accomplished through a variety of venues: continuing education, college coursework, professional development offerings

(either in-District or outside), conference/workshop attendance, book groups, and/or study groups.

Section 3 – Evaluations

Educator Effectiveness (EE)

Research consistently identifies effective teaching and instructional leadership as the most important school-based factors impacting student learning. The evaluation system provides educators with ongoing feedback and meaningful information about how their practice impacts student learning. 2011 WI Act 166 mandates all public school districts and 2R charter schools to use the Wisconsin Educator Effectiveness (WI EE) System to evaluate all principals and educators. Per state law (PI. 8), districts must evaluate educators using the EE System at least during the educator's first year of employment and every third year thereafter (Effectiveness Cycle).

As part of the annual Educator Effectiveness Plan (EEP), educators create one (1) Student Learning Objective (SLO) plan that contains an embedded Professional Practice Goal (PPG).

Educator Effectiveness Plan - A plan that lists the Student Learning Objectives (SLO) with an embedded Professional Practice goal, along with the activities required to attain these goals and the measures necessary to evaluate the progress made on them. The teacher will submit this plan to their principal/assistant principal each fall, per the required timelines in the DPI Educator Effectiveness system.

Student Learning Objective - Rigorous, yet attainable goals identified by individual educators for student learning growth aligned to appropriate standards. Educators will develop one SLO with an embedded professional practice goal based on a thorough review of student needs through the school improvement planning process (SIP). The SLO will include:

- The identification of the targeted population
- A clear rationale for the amount of expected growth
- The identification of specific instructional strategies that will allow the attainment of the growth goals

The ultimate goal of an SLO is to promote student learning and achievement while providing for pedagogical growth, reflection, and innovation.

Professional Practice Goal - Practice related goals are an important part of professional practice and should be embedded within the SLO. Individual goals are identified by educators in preparation for their Educator Effectiveness Plans and are monitored by the educator and their principal/assistant principal throughout the year.

Principal/Assistant Principals of educators must hold an active administrator license as defined in the Wisconsin Administrative Code section PI 34.32. In addition to licensure and training requirements, all evaluators of educators in districts using the State Model must complete certification, recertification, and calibration within the parameters established by the DPI.

Principal/Assistant Principals of educators conduct observations following the DPI parameters and document those in the designated EE platform.

Educator and principal/assistant principal conduct the teacher's Final Evaluation/Summary Year Conference to summarize the Effectiveness Cycle Process by the designated timeline. These final evaluation summary year conferences provide a general sense of effectiveness and are important for educators to see how they are performing on the aggregated student outcomes and

professional practice assessments. Through review and feedback on each educator performance component and outcome measure, educators will gain specific information on their strengths and possible areas for improvement.

2.3.01 General Provisions

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

A. Continuing Educator: A continuing educator is an educator who has worked more than one (1) year in the District under a full-time or part-time regular teaching contract.

B. New to the District Educator: A New to the District educator has worked less than one (1) year in the District under a full-time or part-time regular teaching contract.

2.3.02 Evaluation Process

The District will provide employees with their placement within the supervision and evaluation rotation cycle no later than September 15 of each school year. The District may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.

The elements of the Supervision and Evaluation system provide support in the following three categories:

A. New to the District Educator:
   1. Is assigned a mentor.
   2. Has support, encouragement, and supervision from supervisor.
   3. Participates in the Effectiveness Cycle's Final Evaluation/Summary Year Conference at the end of their first year.

B. Educator:
   1. Is a Continuing Educator beyond Year 1
   2. May be assigned a mentor.
   3. Has support, encouragement, and supervision from supervisor.
   4. Participates in the Effectiveness Cycle.

C. Educator in Need of Assistance:
   1. An educator placed on a Plan of Improvement. Ideally this is for a full year, but is not required.
   2. Educator receives written notification that educator has been placed on a Plan of Improvement.
   3. At a minimum participates in the Effectiveness Cycle's Final Evaluation/Summary Year Conference.
   4. Supervisory option may be prescribed.
   5. Individual goals may be prescribed.
   6. Has support, encouragement, and supervision from supervisor.
   7. Collegial assistance may be suggested.

   An educator identified as in Need of Assistance and placed on a Plan of Improvement is deemed to have an unsatisfactory evaluation and is ineligible to advance on the salary schedule for the following year as outlined in the Compensation Plan System Document.

Section 4 - Educator Assignments, Vacancies, and Transfers

2.4.01 Educator Assignments, Vacancies and Transfers

A. Determination of Assignment: Educators will be assigned or transferred by the Superintendent and/or their designee. Educators shall be assigned to teach only those subjects in which they are certified.

B. Transfer Request: During the staffing process, educators may express in writing to the building principal their preference of:

   1. school
   2. grade level
   3. subject

   If an educator wishes to secure another position which may open after staffing is completed, application for the position should be made through the District's electronic application system.

C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's electronic application system for a minimum of five (5) business 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 posting, the essential functions of the job, classification, a description of the position available, the FTE of the position, the rate of pay for the position, the anticipated start date, and the qualifications required for the position. Positions that are not assigned an FTE (e.g. summer school, incremented, seasonal work, etc.) may not be posted at the discretion of the Executive Director of Human Resources and/or their designee.

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

E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary, the District may transfer an employee in the District qualified for the position with at least 45 days' notice when possible.

F. Certified employees can be assigned less than 0.25 Limited Term FTE without a vacancy/posting (Title, Overload, etc.)

2.4.02 Employee Resignations

A. The educator's agreement shall be considered binding on both parties. If for any reason a teacher asks for release from the agreement, it is understood that the following conditions for release shall apply:

   1. The educator must give the District advance notice (at least 30 days) that they intend on severing their agreement with the District.
   2. The educator agrees that liquidated damages shall be paid to the District according to the dates specified below:
      a. Five hundred dollars ($500.00) if the teacher's resignation is effective on or after June 16, but before July 1.

b. Seven hundred and fifty dollars ($750.00) if the educator's resignation is effective on or after July 1, but before August 1.

c. One thousand dollars ($1,000.00) if the educator's resignation is effective on or after August 1 but before the start of the school year.

d. Two thousand dollars ($2,000.00) if the educator's resignation is effective on or after the start of the school year.

e. The cost for any Professional Development for newly hired educators who resign prior to the completion of their first full year.

3. Liquidated damages do not apply to educators who do not return their agreements by June 15.

4. The Board reserves the right to have liquidated damages and other moneys that are due and owing deducted from the employee's last paycheck(s).

5. The Board in its discretion may waive liquidated damages or refuse to accept a resignation. In the event the Board chooses to waive the liquidated damages, the District shall return any damages submitted with the resignation notice to the employee.

6. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this provision.

7. The Board may decline to seek liquidated damages under such Agreement and elect to recover the actual amount of damages that follow from a breach of such Agreement.

8. The effective date of the resignation should be the last day worked.

B. Any educator may request to be permanently reduced in FTE.

1. The needs of the District shall be the prime consideration used in determining approval or denial.

2. Such request will be reviewed and processed by the Executive Director of Human Resources and/or their designee and may be approved or denied in their sole discretion and in accordance with applicable law and regulation.

3. The request must be submitted on or before February 1 for the upcoming school year.

4. The hiring of employees shall be determined based on the need for the most qualified candidate. An employee who chose to permanently reduce FTE, may apply for any open position in the future for which the employee is qualified, but the employee does not have any right to a position.

2.4.03 Summer School Assignments

Summer school subjects should be made known on or before May 15. All current educators in the District may apply for summer school positions in the same manner as non-District educators.

2.4.04 Extended Contracts

Additional contract days may be added to the contracted school calendar. These days shall be compensated for at their individual contracted per diem rates of pay. Days may be scheduled in full or partial day increments.

2.4.05 Staff Professional Development Presentations - In District

The District can benefit from the training and expertise of its staff.

A. Approval Process: Staff members who are preapproved to provide professional learning opportunities will be compensated based upon the following guidelines. Presentations

beyond the normal scope of duties will be arranged and pre-approved through the Department of Teaching & Learning to qualify for compensation. Compensation is paid for presentations that occur outside of regular school hours.

B. Presentation Compensation: Compensation will be determined by the Department of Teaching & Learning, based on preparation needed, number of times presented, and complexity of presentation.

Section 5 – Reduction in Force, Positions, and Hours

2.5.01 Reduction in Force

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

2.5.02 Notice of Reduction

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

2.5.03 Procedure for Reduction

The needs of the District shall be the prime consideration used in determining which employees shall be non-renewed. In the implementation of staff reductions under this section, individual employees shall be selected for full or partial non-renewal 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 reducing staff.

B. Step Two – Voluntary non-renewal: Voluntary non-renewals will be considered first and will be provided with a non-renewal notice. Requests for voluntary non-renewal will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section will put their request in writing. Voluntary non-renewals will only be accepted by the District if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work. Voluntary non-renewals will be treated as a District directed non-renewal under this section of the Employee Handbook.

C. Step Three - Selection for Reduction/Non-renewal: The elimination of a position does not necessarily mean the educator occupying the position will be dismissed. When determining who will be non-renewed as part of a Reduction in Force, the District will consider the following criteria:

   1. Educational needs of the District as identified and determined by administration.
   2. Qualifications including, but not limited to specific skills, certification [if applicable], training, etc.
   3. Qualifications of the remaining employees in the grade level, department or certification area will be considered that best relate to the position(s) to be maintained and District needs. Experiences shall include but not be limited to current and past assignment and practical experience in the area of need.

4. Performance of the employees under consideration as previously and currently evaluated.
5. Although length of service in the District will be considered when non-renewing employees, it will not be the sole deciding factor in any decision regarding who will be non-renewed. Employees, who are non-renewed, do not have any right to displace or "bump" another employee. The District currently maintains a length of service list for "Years of Service" awards, which can be used for a reference.

2.5.04 Reduction in Hours Resulting in Non-renewal

Employees who are non-renewed and such non-renewal 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. Employees with a reduction in hours shall accrue additional benefits based on their part-time status.

2.5.05 Reemployment

The hiring of employees shall be determined based on the need for the most qualified candidate. An employee who has been non-renewed by the District may apply for any open position for which the employee is qualified, but the employee does not have any right to be recalled to a position.

Time allocated to a non-renewal will not be included when calculating an employee's length of service to the District.

Non-renewed employees shall suffer no loss of sick leave or other accrued benefits if rehired within three (3) years.

2.5.06 Insurance Benefits Following Non-renewal

Please see 1.18.10 COBRA, for a full explanation of insurance continuation options.

2.5.07 Professional Learning and Other Training for Part-Time Employees

The District may require educators to attend professional development and other training, either of which may occur outside of employees' regular hours of work. Professional Learning hours will be prorated based on the employee's FTE. Additional compensation (if any) for such training shall be determined by formal District practice.

Section 6 – Professional Compensation

2.6.01 Total Base Wage Negotiation

Total base wages and the distribution thereof, shall be negotiated as required by law between the Board and the Eau Claire Associate of Educators (ECAE). Accordingly, the District will make buildings available for Association meetings on a space available basis.

2.6.02 Initial Salary Schedule Placement

Upon initial employment in the District, the Superintendent and/or their designee, at their own discretion, will determine an initial salary for new employees following the guidelines established in the Certified Employee's Compensation Plan System.

2.6.03 Special Education District Level Placement Increment

As part of their job, if a Special Education Teacher is assigned 80 percent or more of their assignment to District level special education placements, they will be recommended for the ten (10) percent stated increment. Staff who qualify for the ten (10) percent increment will not be eligible for the four (4) percent Bodily Fluid Increment.

Recommendation for the ten (10) percent increment should be made from the building principal to the Director of Special Education. The decision to assign the increment is the responsibility of the Director of Special Education and/or their designee.

Section 7 – Early Retirement

2.7.01 Early Retirement

Any educator retiring under the Early Retirement Plans defined in 2.7.02, 2.7.03, and 2.7.04 will give written or electronic notice to Human Resources on or before February 1 of the last year of proposed regular employment expressing their intent to participate in the early retirement program. An educator who provides notice after the February 1 deadline forfeits their eligibility to retire under the Early Retirement Plans and will be processed as a resignation of employment. An exception may be approved by the Superintendent and/or their designee in cases of provable emergency or extenuating circumstances.

Any educator retiring under this plan shall be carried to the completion of their program.

Early retirement (stipend or insurance) cannot begin during the school year except for special circumstances approved by the Superintendent and/or their designee. This program cannot be used in conjunction with disability insurance. Employees who are given approval to retire during the school year are not eligible to receive the benefit of the increased stipend of the next year's settlement.

2.7.02 Early Retirement Stipend

For employees hired before July 1, 2004, the Board shall offer an early retirement stipend to educators who elect to retire, provided the educator has attained the minimum age of 55 and has a minimum of 25 years of experience (these years are years of service as defined below in 2.7.04 and not necessarily seniority years) of which fifteen (15) were in the ECASD. The amount of the stipend shall be 25% of the educator base. An additional one percent (1%) of the amount will be paid for each year of service at the ECASD beginning with the sixteenth (16th) year through the twenty-fifth (25th) year (to a maximum of 35%).

The stipend will be paid monthly over a five (5) year term. Educators working less than full-time/1.0 FTE shall have their stipend payment prorated to correspond to their FTE at the time of their retirement.

2.7.03 Early Retirement Insurance for Employees Hired Before July 1, 2008

For employees hired before July 1, 2008, the Board shall offer an early retirement insurance contribution to educators who elect to retire, provided the educator has attained the minimum age of 55 and has a minimum of 25 years of experience (these years are years of service as defined below in 2.7.04 and not necessarily seniority years) of which fifteen (15) were in the ECASD.

A. Premium Contribution. The Board will provide to all eligible early retirement program participants hospital-surgical, prescription drug, and dental insurances until the

employee becomes eligible for Medicare. If you choose to retire after completion of your current contract year, you would not be eligible for a Premium Contribution as your benefits will end on the last day of the month of your current contract year. No retiree may remain in the District's health insurance group after becoming eligible for Medicare. The District's premium contribution will be capped at the dollar amount in effect on the date of retirement.

B. Health Insurance. For educators retiring at age sixty-two (62) with fifteen (15) years of service to the Eau Claire Area School District, the Board will provide hospital and surgical insurance until they qualify for Medicare if the teacher notifies the Superintendent of their intent to retire no laterthan February 1 of the last year of proposed regular employment. No retiree may remain in the District's health insurance group after becoming eligible for Medicare.

C. Dental Insurance. For educators retiring at age sixty-two (62) with fifteen (15) years of service to the Eau Claire Area School District, the Board will provide dental insurance until they qualify for Medicare if the teacher notifies the Superintendent of their intent to retire no later than February 1 of the last year of proposed regular employment.

D. Combined years of service for early retirement health and dental insurance benefit: Educators retiring at age fifty-five (55) with a minimum of 25 years of service to the ECASD, of which fifteen (15) must have been teaching years of experience qualify for the premium contribution benefit listed in 2.7.03 A above.

2.7.04 Defined Contribution (Early Retirement) for Employees Hired On or After July 1, 2008

Educators hired on or after July 1, 2008, who retire from the District and are at least 56 years of age and have completed at least 15 school years of local teaching/administering in the District, will receive a District contribution to an HRA account of $2,500 for each year of local teaching/administering (plus interest at the applicable federal rate (AFR) each June 30).

Educators working less than full-time shall have their defined contribution prorated to correspond to their work day. The amount deposited will reflect the educator's full-time equivalency on the date the contribution is made to the HRA account.

Employees working under LTE contracts will receive a defined contribution in the year they are working as an LTE. If the employee is not rehired the following year under an LTE or permanent contract the defined contribution will be forfeited.

Prior to 2009-10 school year, employees employed less than 0.5 FTE were given a half-step credit on the salary schedule and a 0.5 year of service towards longevity and ECASD early retirement.

Beginning with the 2009-10 school year, half-steps were removed from the salary schedule and it was determined that one year of credit would be given for each year worked toward longevity and ECASD early retirement.

Section 8 – Discipline, Termination, and Non-renewal

2.8.01 Standard for Non-renewal for Educators

§118.22, Wis. Stats., sets out the procedures the District must follow in order to not renew an educator's contract. In order to demonstrate that its decision to not renew a teacher's contract is performance based, the District must give the educator notice that their performance is perceived as deficient and advise the employee as to why their performance is not deemed acceptable. Performance deficiencies include but are not limited to three primary categories: 1) pedagogic inadequacies; 2) deficient subject matter knowledge; or, 3) inability to maintain a

learning environment which is conducive to learning (lack of control). Prior to being non-renewed, a continuing educator must be placed on a "Plan of Improvement" as defined in 2.3.02 C. Thus, in addition to notice of the perceived deficiencies, the District shall give the employee advice as to how to correct the performance concerns and time to correct them. If the employee fails to improve sufficiently in meeting the identified performance concerns, the administration shall make a recommendation to the Board to non-renew unless the non-renewal is contrary to public policy or is motivated by the fact the educator is a member of a protected group as identified in the Wisconsin Fair Employment Act or federal law. A majority vote of the full Board is required to non-renew. Four (4) votes constitute a majority vote. The non-renewal of an educator, under this paragraph, shall not be deemed a "termination" under the grievance procedure in District policy.

2.8.02 Standard for Discipline and Termination

An educator may be disciplined or terminated for "cause" during the term of the individual's contract. Such discipline or termination shall be subject to the grievance procedure provisions of this Employee Handbook. "Cause" is defined as the following:

A. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest. See 1.1.03 G.

B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

Section 9 – Child Rearing Leave

A. Application Procedures: The educator shall make written application for an unpaid child rearing leave to the Executive Director of Human Resources and/or their designee at least thirty (30) days in advance unless the educator is unable to provide such notice due to medical reasons, or in the case of an adoption, the educator 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. A leave of absence without pay or benefits for child rearing purposes (child must have been born or adopted within 12 months of the beginning date of the child rearing leave) shall be granted if all acceptable medical and legal verification is provided.

B. Duration of the Unpaid Child Rearing Leave: The educator will be limited to one child-rearing leave, of any duration, per child. The maximum length of the leave shall be as follows:

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

C. Benefits during the unpaid child rearing Leave:

1. Length of service and other benefits shall not accrue during such leave.
2. If the Unpaid Leave of Absence is longer than 31calendar days, the employee may continue health and dental insurance during the leave of absence under COBRA law, see 1.18.10.
3. During the unpaid leave, the educator shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave.

D. Placement upon Return from Leave: Any educator on leave with an expiration date after February 1, is required to notify the Executive Director of Human Resources and/or their designee in writing on or before February 1 of their intent to return the next school year. If the educator does not provide such notice, the employee will be deemed to have resigned from their position with the District as of the expiration date of the leave. Upon return from any leave of absence, the educator may be returned to their former position. If the former position is not available as determined by the District, the educator shall be returned to a position equivalent in terms of percentage of contract unless the educator's percentage of contract was reduced or increased due to non-renewal or layoff, whichever is applicable.

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

Part III – Non-Exempt Staff Without Individual Contract Under §§118.22 or 118.24, Wis. Stats.

Section 1 – Scope

3.1.01 Scope of Employees

Employees formerly in the Classified, Buildings & Grounds, Food & Nutrition, plus specific Non-Affiliated staff in Group 6.

Section 2 – Hours of Work and Work Schedule

3.2.01 Intent to Employ

An Intent to Employ letter shall be issued to school year employees before the last student contact day of the school year based on the needs of the District. The Intent to Employ letter shall identify the employee, the date of hire, the position(s) that the employee is employed for, the length of the work year, and the length of the work day.

A new letter shall be issued in cases of transfers, promotions, demotions, and partial or full layoff. In the case of a change of assignment, the employee shall be provided with at least five (5) calendar days' notice of the change of assignment, if practicable, as determined by the administration.

3.2.02 Regular Workday and Starting and Ending Times

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

3.2.03 Regular Work Week

A regular work week is forty (40) hours. 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.

3.2.04 Part-time Employees

A regular schedule of hours shall be prepared for employees who are less than 40 hours per week. Such schedule shall be made known to the affected employees. See 1.1.03 C for a definition of part-time employees.

3.2.05 Additional Hours and Overtime - Approval and Assignment

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

B. **Assignment:** Non-emergency scheduled overtime assignments will be assigned to a qualified employee as determined by the District. 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 worked over forty (40) hours per week does not include sick, vacation, bereavement, holiday, personal leave time, or any other paid time off. The reason for overtime must be indicated on the employee's time card and include approval of the immediate supervisor. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday (Refer to 1.7.04).

D. **Custodial Pay:** Certain emergency situations may occur which will require custodians to work beyond scheduled work hours. All hours worked over forty (40) per week shall be paid at one and one-half (1.5) times the regular rate of pay. Time worked over forty (40) hours per week does not include sick, vacation, holiday, bereavement, personal leave time or any other paid time off. Double time shall be paid for all hours of work performed on Sundays. However, employees who are scheduled to work a Wednesday through Sunday shift shall be paid double time for all hours of work on Tuesday, instead of Sunday. Holidays worked outside of an employee's regular schedule shall be paid at double time for all hours worked on such holiday. Overtime shall be distributed equally among all employees insofar as reasonably practicable.

3.2.06 Lunch Period

All employees who work six (6) hours or more per day will be provided an unpaid half-hour lunch period, which shall be duty free. Lunches shall be scheduled by the immediate supervisor and cannot be used to arrive late, leave early, or extend other break periods.

Food & Nutrition employees who work two hours or more are entitled to their choice of free breakfast or lunch. The free breakfast or lunch may be consumed on site prior to or at the conclusion of their scheduled shift.

3.2.07 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 seven and a half (7.5) hours per work day shall receive two (2) fifteen (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor and cannot be used to arrive late, leave early, or extend an unpaid lunch period.

Buildings & Grounds employees who are scheduled to work at least twelve (12) hours or more per work day shall receive two (2) twenty (20) minute paid breaks instead of two (2) fifteen (15) minute paid breaks.

3.2.08 Call-In Pay

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

Employees who are called in to work outside of their regular schedule shall report and perform work in accordance with procedures and directives as determined by their supervisor or their designee.

Section 3 – Reduction in Force, Positions, and Hours

3.3.01 Reasons for Reduction in Force (RIF)/Layoff

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

3.3.02 RIF/Layoff Notice

The District will give at least fourteen (14) calendar days' notice of layoff. The layoff notice shall specify the following:

A. The effective date of layoff.

B. It is the responsibility of the employee to keep the District informed in writing of any changes in the employee's address.

C. It will refer the employee to the RIF provision in this Employee Handbook. RIF is defined in 1.1.03 H.

3.3.03 Selection for RIF – 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: Employees retiring or resigning will be utilized to the extent that it is administratively feasible in implementing layoffs.

B. Step Two - Voluntary Separation: Employees who participate in voluntary separation will be laid-off first. The District will provide the volunteer(s) with a layoff notice. An employee who volunteers to be laid off will put their request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the job category are qualified to perform the remaining work. Volunteers will be provided with all procedures under this section of the Employee Handbook.

C. Step Three - Selection for Reduction/Layoff: The elimination of a position does not necessarily mean the employee occupying the position will be dismissed. When determining who will be laid-off as part of a RIF, the District will consider the following criteria:

   1. Needs of the District: Will be those needs as identified and determined by administration.
   2. Qualifications: Including, but not limited to specific job skills, certification [if applicable], training, District evaluations, etc.
   3. Qualifications of the Remaining Employees in the affected position: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs. These experiences shall include but not be limited to: current and past assignment and practical experience in the area of need.
   4. Performance of the Employees: Performance of the employees under consideration as previously and currently evaluated.
   5. Years of Service of the Employee. The District currently maintains a length of service list for "Years of Service Awards", which may be used for reference.

   Although length of service in the District will be considered when laying-off employees, it will not be the sole deciding factor in any decision regarding who will be laid-off.

3.3.04 Reduction in Hours

Employees who are reduced in hours will not lose any benefits they have already earned. For this purpose, benefits are defined as length of service, earned as an employee. Reduced in time

employees shall be treated as part-time employees under this Employee Handbook and shall accrue additional benefits accordingly based on their part-time status.

3.3.05 Reemployment

The hiring of employees shall be determined based on the need for the most qualified candidate. An employee who has been laid-off by the District, may apply for any open position for which the employee is qualified, but the employee does not have any right to be recalled to a position.

In calculating an employee's length of service to the District, any time allocated to a lay-off will not be included.

Employees who are laid-off will maintain their sick leave and other accrued benefits if rehired within three (3) years.

3.3.06 Voluntary Reduction in FTE

Any hourly employee may request to reduce their FTE permanently.

1. The needs of the District shall be the prime consideration used in determining approval or denial.
2. Such request will be reviewed and processed by the Executive Director of Human Resources and/or their designee, with input from the employee's supervisor, and may be approved or denied in their sole discretion and in accordance with applicable law and regulation.
3. Requests may be submitted anytime but the employee may not reduce their FTE prior to approval of the request. When feasible, notice the school year before is preferred.
4. The hiring of employees shall be determined based on the need for the most qualified candidate. An employee who chooses to permanently reduce FTE may apply for any open position in the future for which the employee is qualified, but the employee does not have any right to a position.

Section 4 – Assignments, Vacancies, and Transfers

3.4.01 Determination of Assignment

Employees shall be assigned or transferred by the Superintendent and/or their designee.

3.4.02 Job Posting

When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's electronic application system for a minimum of five (5) business days. The District retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. The notice shall include the date of posting, the essential functions of the job, classification, a description of the position available, the FTE of the position, the rate of pay for the position, the anticipated start date, and the qualifications required for the position.

A District employee, who is selected for a vacancy, may be returned to the employee's former position by the immediate supervisor within ten (10) business days. The decision to return the employee to their former position is not subject to the grievance procedure. Positions that are not assigned an FTE (e.g. summer school, incremented, seasonal work, etc.) may not be posted at the discretion of the Executive Director of Human Resources and/or their designee.

3.4.03 Additional Assignments

Hourly employees can be assigned limited term FTE for 2 hours/day or less in fifteen-minute increments without a vacancy/posting.

3.4.04 District Ability to Select the Most Qualified Applicant

In an effort to secure the most qualified applicant for any position, the District will utilize the posted job description in conjunction with qualifications related to the position which exceed the minimum requirements listed in the job description when considering both internal and external candidates.

3.4.05 Involuntary Transfers

When the District determines that an involuntary transfer of an employee is necessary, the District reserves the right to transfer an employee in the District qualified for the position. A 30-day notice will be provided when possible.

3.4.06 Voluntary Transfers

If an hourly employee transfers to a position that is paid at a higher salary grade, the employee will be placed on the first level that provides an increase. If an hourly employee transfers to a position paid at a lower salary grade, the employee will be placed on the level closest to their current hourly wage without exceeding it. If an hourly employee transfers to a Non-Affiliated position or to a Certified position, placement on the salary schedule follows the rules outlined in the Compensation System for each of these groups.

Section 5 – Paid Vacation

3.5.01 12-Month Staff

Each employee may access their total number of vacation hours by checking their most current pay stub in the District's payroll system. Paid vacation will be provided to 12-Month Full-time and 12-Month Part-time employees according to the following schedule:

Years of Service	**Vacation Days**
Less than one (1) year of service	Prorated
After one (1) year of service	10 days
After seven (7) years of service	15 days
After fifteen (15) years of service	20 days
After sixteen (16) years of service	21 days
After seventeen (17) years of service	22 days
After eighteen (18) years of service	23 days
After nineteen (19) years of service	24 days
After twenty plus (20+) years of service	25 days

*Lead Elementary Custodians shall receive one (1) additional day off with pay per year. This day must be taken during the summer months.

For 12 month employees hired on or after 7/1/2014, vacation accrual will begin with the first pay period at the rate established for the appropriate employee group.

Vacation is eligible to be used as soon as it is accrued. No employee may use more vacation than accrued without prior written permission from the Executive Director of Human Resources and/or their designee.

Vacation accrual will stop if the balance exceeds the maximum amount. When the balance no longer exceeds the maximum, vacation accrual will resume.

Employees in their first year of service earn vacation based upon the number of months worked.

"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 l. For calculation purposes vacation is earned based upon the prior years' service. For part-time employees, vacation pay shall be pro-rated.

3.5.02 Scheduling of Vacation for 12-Month Employees

Vacation time may be taken in full blocks, or in shorter blocks as arranged with the immediate supervisor. Requests for vacation time shall normally be made and approved at least five (5) business days prior to taking such leave. No employee may be denied the ability to take all of the employee's accrued vacation during a 12-month period, but the supervisor shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives.

3.5.03 Vacation Accumulation for 12-Month Employees

An employee may carry over a total of five (5) vacation days from the prior year to the next year's vacation amount. Vacation days, in excess of the five (5) days carried over, not used by the end of the applicable twelve month period, i.e. June 30, shall be forfeited.

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

An employee who terminates their 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 the employee's 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. Employees leaving the District prior to June 30 will have their vacation prorated based upon hire date.

Section 6 – Holidays

3.6.01 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 12-months:

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

December 31st

For purposes of calculating holiday pay for 12-month employees who work less than 40 hours/week but do not work all five days, a work day shall be defined as 20% of the total hours to be worked in a week.

B. Food & Nutrition Program Employees:

Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving

Holiday pay shall be at the regular rate of pay for the posted number of hours during the pay period in which the holiday occurs.

C. School Year Employees (9 ½ month and10-month employees) other than Food & Nutrition Program Employees:

Memorial Day
Labor Day
Thanksgiving Day

D. Seasonal Employees in Buildings & Grounds are not eligible for holiday pay.

3.6.02 Holidays Falling on Weekends

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

Employees who are scheduled to work a Wednesday – Sunday shift shall be granted additional vacation day(s), dependent on where a holiday falls on the calendar. This day must be preapproved as a normal vacation request.

3.6.03 Holidays Falling on Student Contact Days

If any of the holidays listed in section 3.6.01, 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.

3.6.04 Work on a Holiday

Except as provided in section 3.6.03, 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 3.6.03, above, this provision shall not apply. If a custodial staff member works on a holiday, in lieu of receiving holiday pay, the employee may receive a different paid day off on a date determined by the employee's supervisor.

3.6.05 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.

3.6.06 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 Executive Director of Human Resources and/or their designee. Employees on an 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

3.7.01 Uniforms, Protective Clothing, and Tools

A. Custodial Uniforms:
   1. All custodial employees of the District will be furnished with a District approved uniform consisting of jackets, gloves, and work shirts. The District will furnish these uniforms on a schedule that ensures custodians have appropriate and functional uniforms. The District will select style, color, and type of fabric to ensure appropriate District branding.
   2. To ensure cleanliness and maintain professional appearances, custodial employees will launder their own uniforms.

B. Protective Footwear: The District may also supply appropriate work boots for selected employee groups. Employees will be required to wear their work boots while on the job.

C. Personal Protective Equipment: The District shall provide the protective clothing and equipment necessary for employees to perform their jobs. The District reserves the right to determine the style and the type of protective gear to be used. Any employee who receives protective gear shall be responsible for such items. All items of protective clothing shall remain the property of the District and shall be worn while working on an assigned school job. All issued items of protective clothing shall be inspected by the employee prior to each use. All damaged protective items and clothing must not be used and reported to the immediate supervisor and/or their designee.

D. Tools: The District will furnish, without cost to the employees, tools considered necessary by the District for the employee to perform their normal duties. Any replacement of tools deemed necessary by the District will be furnished by the District without cost to the employee, except where loss due to negligence or willful destruction is apparent in which case the employee will be billed for the District's replacement cost.

E. Food Service Employees are required to wear effective hair restraints and shoes that are compliant with Wisconsin Food Code.

3.7.02 Bodily Fluid Increment

If an employee performs any of the specific tasks listed below on a daily basis, they will be recommended for the stated increment.

Other employees who voluntarily perform the following tasks will be compensated four (4) percent above their base wage: diapering, catheterization, tube feeding, credeing, urostomy, cleaning trachea tube, adult hygiene to include assisting with menstruation, special dietary feeding and any other situation that includes possible exposure to bodily fluids on a daily basis. These types of responsibilities need to be a part of the employee’s daily schedule, not a subbing

situation, or one-off support for a student. Recommendation for the four (4) percent increment should be made from the building principal to the Director of Special Education. The decision to award the increment is the sole responsibility of the Director of Special Education.

Employees, other than Health Care Assistants, will neither be requested nor required to administer rectal Valium or any other non-oral medication.

3.7.03 Special Education District Level Placement Increment

As part of their job, if a Special Education Assistant is assigned 80 percent or more of their assignment to District level special education placements, they will be recommended for the ten (10) percent stated increment. Staff who qualify for the ten (10) percent increment will not be eligible for the four (4) percent Bodily Fluid Increment.

Recommendation for the ten (10) percent increment should be made from the building principal to the Director of Special Education. The decision to assign the increment is the responsibility of the Director of Special Education and/or their designee.

Section 8 – Job-Related Training and Licensure

3.8.01 In-Service Training

The District may provide appropriate paid in-service training to each employee.

3.8.02 Job-Related Education and Training for Custodial Staff

The District shall, upon prior approval of the Superintendent and/or their designee, reimburse employees books and tuition for job related education and training, as determined by the Superintendent and/or their designee, to be done on the employee's own time. Such training or education shall not be done during the employee's working hours, nor shall it result in overtime. The employee will receive their regularly scheduled hourly wage if the Superintendent and/or their designee require the employee to attend job related education and training.

3.8.03 Job-Related Education and Training for Food Service Staff

Employees who are identified by their supervisor are required to attend six (6) hours of training annually.

3.8.04 License Renewal Reimbursement

Special Education Assistants and Health Care Assistants who have been employed by the District and who are required by the District and by the Department of Public Instruction to possess a DPI Special Education Aide License O070 shall be reimbursed by the District for the cost of or renewal of DPI O070 license fee. Proof of payment is needed for reimbursement to the employee. Reimbursement request must be made no later than 90 days after DPI license fee paid; this request is made to the Human Resources Office.

Other licenses applicable to reimbursement also follow the same expectations.

3.8.05 Expenses

Employees required, or approved, by the District to attend conferences, seminars, and professional development training sessions shall receive reimbursement for travel, meals, lodging, and registration if prior approval has been received.

Section 9 – Employee Evaluations

3.9.01 Evaluation

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

3.9.02 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.

3.9.03 Frequency

The frequency of evaluation shall be annually.

3.9.04 Receipt of Evaluation

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

3.9.05 Comments, Disputes

The employee may respond in writing with their comments attached to the completed evaluation.

3.9.06 Evaluators

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

3.9.07 Employee Evaluations for Compensation Level Advancement

It is a requirement of the District Compensation Plan for an employee to earn a satisfactory evaluation in order to be eligible for level advancement on the salary schedule. A satisfactory evaluation is defined as the evaluation document having the box “Satisfactory” marked. Supervisory notes indicating areas for improvement or focus does not indicate an unsatisfactory evaluation.

Section 10 – Resignation from Employment

3.10.01 Notice of Termination of Employment

Employees will give written or electronic notice of termination of employment, as soon as possible, but at least ten (10) working days prior to the effective date of resignation/retirement. The notice must be dated and state the effective date of resignation/retirement. This notice must be presented to the employee’s supervisor and also to the Human Resources Department. If an employee has overused the holiday, sick, personal or vacation time earned, the employee will have an amount equal to the value of that overused leave withheld from the employee’s last paycheck. The District's obligation to pay its share of the employee's insurance benefits will terminate at the end of the month in which the employee works their last day. Any employee who breaches this Section shall, at the District’s discretion, forfeit any accrued benefits.

The approval of the resignation/retirement is final and after such, the employee is not able to rescind their resignation/retirement.

Section 11 – Post-Employment Benefits

3.11.01 Post-Employment Benefits

Buildings and Grounds	**Early Retirement Insurance Hired BEFORE 7/1/2010**	**Defined Contributions Hired ON/AFTER 7/1/2010**
	The Board of Education shall offer early retirement insurance contribution and dental insurance to all retirees who elect to retire, providing they have attained the age of fifty-five (55) and who have worked a minimum offifteen (15) years for the ECASD, until the employee becomes eligible for Medicare. The amount deposited shall be the District contribution on the date of retirement. In the event that an employee retires at age62, the Board contributions to a HRA for medical insurance coverage and dental insurance setat the time of retirement shall be paid until the employee qualifies for Medicare.	Employees who have completed five consecutive years ofservice to the District, will receive an annualDistrict contribution to an HRA account of $3,000 for each of the first five years of employment at a maximum of $15,000 (plus interest at the applicable federal rate (AFR) each June 30). Employees working less than full-time shall have their defined contribution prorated to correspond to their full-time equivalency. The amount deposited will reflect the employee's full-time equivalency on the date the contribution is made to the HRA account. Employees working under LTE contracts will receive a defined contribution in the year they are working as an LTE. If the employee is not rehired the following year under an LTE or permanent contract the defined contribution will be forfeited.
Classified	**Early Retirement Insurance Hired BEFORE 7/1/2012**	**Defined Contributions Hired ON/AFTER 7/1/2012**
	Same as above.	Same as above.
Food and Nutrition	**Early Retirement Insurance Hired BEFORE 7/1/2010**	**Defined Contributions Hired ON/AFTER 7/1/2010**
	Same as above.	Same as above.
Non-Affiliated	**Early Retirement Insurance Hired BEFORE 7/1/2008**	**Defined Contributions Hired ON/AFTER 7/1/2008**
	Same as above.	Same as above.

In the event of the death of a current employee who has worked at least one calendar year, insurance continuation under COBRA Law is available. See 1.18.10 for additional information.

Section 12 – Discipline and Discharge

3.12.01 Length of Probationary Period

All newly hired employees shall be on probation for a period of 12-months.

3.12.02 Standard for Discipline and Termination

A. Probationary Employee: Probationary employees may be disciplined or terminated for reasons that are not illegal or discriminatory. Such discipline or termination shall not be subject to the grievance procedure provisions of this Employee Handbook 1.6.03.

B. Non-Probationary Employee: An employee may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the grievance procedure provisions of this Employee Handbook. "Cause" is defined as the following:

   1. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest. See 1.1.03 G.
   2. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

Section 13 – Incremented Positions

Increment positions are paid a set amount for completing the required duties of the increment. The pay is not determined by the amount of time worked in any given period. Hourly employees who choose to work in an incremented position are required to sign an Extra Curricular Volunteer Agreement.

Part IV – Staff With Individual Contracts Under §118.24, Wis. Stats., Executive, Administrative, and Academic Administrative Employees

Section 1 – Job Responsibilities

4.1.01 Professional Competence

As leaders of the District, administrators shall perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations, and policies of the District and the School Board which now exist or which may be hereinafter enacted by the District and the School Board. The District shall furnish administrators with all rules, regulations, and policies now in effect or becoming effective during the term of the administrator's contract.

4.1.02 Devotion of Full-time to Job

Except as is otherwise provided in the administrator's individual contract, administrators shall devote full time duties and responsibilities normally expected of the administrator's position.

4.1.03 Administrator License or Certificate

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

4.1.04 Job Description

With the oversight of the Superintendent, the Human Resources Department shall maintain written job descriptions of each administrator's services, duties, and obligations, which shall be available on the District's website.

4.1.05 Attendance at School Events

Administrator attendance at after school events provides an opportunity to build relationships with students and families and demonstrates the administrator's support of the students and staff participating in these events. The District provides numerous opportunities outside of school for students to gain additional academic and social/emotional success. It is the expectation that staff attend these functions in areas that are specific to their content area, as a way to show support of students, families, and the school. These may be an open house, music program, art show, and/or other District or building events that occur after the normal workday. When given at least thirty (30) calendar days' notice of such events, administrators are encouraged to attend or have representation present as often as possible.

Section 2 – Work Schedules

4.2.01 Work Schedules for Administrative Staff

The Superintendent and/or their designee shall set the work schedules of all administrators, factoring in the setting of the work schedule, and the days and terms of employment specified in the administrator's individual contract. Full time employees are generally expected to work forty (40) hour work weeks. Professional staff (exempt personnel in accordance with the Fair Labor

Standards Act) such as directors, principals, and assistant principals, are expected to report for duty for at least eight hours each day, excluding a 30-minute lunch break. Administration schedules may vary due to building start times and job responsibilities.

A. The periods of employment for the various administrative positions shall be as follows:

Position	Schedule
Director Principal Assistant Principal/Athletic Director – 12 month Assistant Principal – 12 month	260 Days
Assistant Principal – 10 month	209 Days

B. The period of employment for principals shall be twelve months. Under normal circumstances, it is expected that the principal will be on duty during the time school is in session and for two-week periods before and after the regular school year. Exceptions to this expectation shall be approved by the Superintendent. It is recognized that certain evenings, weekends, and non-school year periods of work are necessary in order to accomplish the tasks that are an essential part of these positions.

4.2.02 Flex Time

It is understood that administrators have many work obligations outside of the school day and will be allowed to conduct personal business during the work day when necessary.

4.2.03 Vacation

A. Twelve-month administrators will be granted four or five weeks of vacation (see below) for an employment period starting July 1 and continuing through June 30. Up to ten (10) days not used during any given year may be carried over to the next year. Administrators employed after July 1 or leaving the District prior to June 30 will have their vacation prorated.

B. Administrators employed full time on a twelve-month basis will be granted vacation based on the following schedule:

1. Date of hire through 10 years equals 20 days per year.
2. 1st month of 11th year and thereafter equals 25 days per year.

C. Vacation time may be taken with the approval of the Superintendent and/or their designee, any time during the twelve-month period. Absences should be reported in the District's absence management system in accordance with attendance reporting procedures.

4.2.04 Holidays

Twelve month employees will receive the following paid holidays:

January 1st

Good Friday

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Friday after Thanksgiving

December 24th

December 25th

December 31st

Ten-month employees will receive the following paid holidays:

Labor Day

Thanksgiving Day

Memorial Day

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 Superintendent and/or their designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

Section 3 – Professional Growth

4.3.01 Requirement to Remain Current

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

Administrative professional development, which is District-wide, will be jointly planned by building and District office administrators. All administrators are expected to maintain appropriate participation in professional improvement.

Section 4 – Administrative Evaluation

4.4.01 General Provisions

Administrators shall receive evaluations based on position descriptions, including job related activities, and shall include observation of the administrator's performance as part of the evaluation data.

An administrator identified as in "need of assistance" and placed on a "Plan of Improvement" is deemed to have an unsatisfactory evaluation and is ineligible to advance on the salary schedule for the following year as outlined in the Compensation Plan System Document.

4.4.02 Evaluation Frequency

Administrators shall receive an evaluation each year.

4.4.03 Evaluators

The Superintendent and/or their designee is responsible for the evaluation of administrators and shall either perform those evaluations themself or shall direct that those evaluations be performed by other persons who have the training, knowledge, and skills necessary to evaluate professional administrative school personnel.

Please refer to Staff Evaluation and Educator Effectiveness in the following District policy: Policy 3220.

4.4.04 Educator Effectiveness

Evaluators of principals or assistant principals must hold an active administrator license (PI section 34.32). Per preparation program content guidelines, only educators holding an active Superintendent license have received the training, knowledge, and skills necessary to evaluate professional school personnel. Should the Superintendent require assistance to address capacity, the Superintendent could enlist an educator with an active Director license to support the evaluation process. Specifically, preparation programs provide the training, knowledge, and skills necessary for directors to "collaborate" with superintendents regarding evaluations of principals and assistant principals. Should the Superintendent require a greater level of assistance from the director, the director could take full responsibilities for the evaluation of principals and assistant principals if the Superintendent and school board have ensured that the director has "the training, knowledge, and skills necessary to evaluate professional school personnel." PI § 8.01(a)(2)(a). Similarly, a superintendent could enlist the principal to conduct the evaluations of assistant principals if the superintendent and school board have ensured the principal has "the training, knowledge, and skills necessary to evaluate professional school personnel." Id.E

Section 5 – Professional Compensation

4.5.01 Professional Compensation

Each administrator shall be compensated in accordance with the terms of the administrator's individual contract.

4.5.02 Travel Allowance

The District provides a travel allowance for the following identified positions. The allowance amount is reviewed annually.

- Director
- High School Principal
- High School Assistant Principal
- High School Assistant Principal/Athletic Director
- Middle School Principal
- Elementary Principal

Section 6 – Life Insurance

Eligible administrators are provided life insurance as outlined in 1.18.05.

The Board of Education will pay for a term group life insurance policy for a $65,000 universal life policy.

Section 7 – Post-Employment Benefits

4.7.01 Post-Employment Benefits by Hire Date

A. Early Retirement Stipend for Employees Hired Before July 1, 2008. The Board of Education shall provide an early retirement stipend to administrators who elect to retire and are at least

55 years of age and who have a minimum of twenty-five (25) years of teaching/administrative experience of which ten (10) were in the Eau Claire system. Administrators who meet the above requirements would receive an annual stipend of 20% of that Administrator's base for their current position. The base is Level A of that Administrator's current salary grade. For each additional year of local experience beyond ten, an administrator would receive an additional 1% up to a total of 35%. The stipend will be paid monthly over a five (5) year term.

B. Insurance for Employees Hired Before July 1, 2008. The Board of Education will provide dental insurance to all retirees. The amount deposited shall be the District contribution on the date of retirement. No retiree may remain in the District health insurance group after becoming eligible for Medicare.

   In the event of a death of an early retiree, the District will offer insurance continuation under COBRA Law, see 1.18.10 for more information.

C. Defined Contribution for Employees Hired On or After July 1, 2008: Employees hired on or after July 1, 2008, who have completed five years of service to the District, will receive an annual District contribution to an HRA account of $5,000 for each of the first five years of employment at a maximum of $25,000 (plus interest at the applicable federal rate (AFR) each June 30).

   Employees working less than full-time shall have their defined contribution prorated to correspond to their full-time equivalency. The amount deposited will reflect the employee's full-time equivalency on the date the contribution is made to the HRA account.

   Employees working under LTE contracts will receive a defined contribution in the year they are working as an LTE. If the employee is not rehired the following year under an LTE or permanent contract the defined contribution will be forfeited.

D. Early retirement cannot begin during the school year except for special circumstances and with the approval of the Superintendent. This program cannot be used in conjunction with disability insurance.

E. Administrators retiring under this plan shall be carried to the completion of their program.

F. Any administrator retiring under this plan shall write a letter to the Superintendent on or before January 1 of the last year of proposed regular employment expressing the administrator's intent to participate in the early retirement program.

Section 8 – Discipline and Non-renewal

4.8.01 Standard for Non-renewal for Administrators

§118.24, Wis. Stats., sets out the procedures the District must follow in order to not renew an administrator's contract. In order to demonstrate that its decision to not renew an administrator's contract is performance based, the District must give the administrator notice that their performance is perceived as deficient and advise the administrator as to why their performance is not deemed acceptable. In addition to notice of the perceived deficiencies, the District shall give the administrator advice as to how to correct the performance concerns and time to correct them. If the administrator fails to improve sufficiently in meeting the identified performance concerns, the administration shall make a recommendation to the Board to non-renew or the Board shall consider non-renewal. The Board may vote to non-renew unless the non-renewal is contrary to public policy or is motivated by the fact that the administrator is a

member of a protected group as identified in the Wisconsin Fair Employment Act or federal law. A majority vote of the full Board is required to non-renew. Four (4) votes constitute a majority vote. The non-renewal of an administrator, under this paragraph, shall not be deemed a "termination" under the grievance procedure in District policy.

4.8.02 Standard for Discipline and Termination

An administrator may be disciplined or terminated for "cause" during the term of the individual contract. Such discipline or termination shall be subject to the grievance procedure provisions of this Employee Handbook. "Cause" is defined as the following:

A. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest. See 1.1.03 G.

B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

4.8.03 Reduction in Force

The needs of the District shall be the prime consideration used in determining which employees shall be laid off. 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 reducing staff.

B. Step Two - Volunteers: Volunteers will be non-renewed first. The District will provide the volunteer(s) with a non-renewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section will put their request in writing. Volunteers will only be accepted by the District if the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District directed non-renewal under this section of the Employee Handbook.

C. Step Three - Selection For Reduction/Layoff: The District shall select the employee in the affected grade level, department/certification area for non-renewal [full non-renewal or a reduction in hours]. The District shall utilize the following criteria in order of application for determining the employee non-renewal:

   1. Educational Needs of the District: Will be those needs as identified and determined by administration.
   2. Qualifications: Including, but not limited to specific skills, certification [if applicable], training, District evaluations, etc.
   3. Qualifications of the Remaining Employees in the Grade Level, Department or Certification Area: Relevant qualifications will be those experiences and training that best relate to the position(s) to be maintained and District needs. These experiences shall include but not be limited to current and past assignment and practical experience in the area of need.
   4. Performance of the Employees: Performance of the employees under consideration as previously and currently evaluated.
   5. Length of Service of the Employee: The District currently maintains a length of service list for "Years of Service" awards, which can be used for a reference.

Although length of service in the District will be considered when non-renewing employees, it will not be the sole deciding factor in any decision regarding who will be non-renewed. Employees, who are non-renewed, do not have any right to displace or “bump” another employee.

4.8.04 Changes in Employment Status

If an administrator wishes to voluntarily transfer to another professional position, the administrator may have that option if and when an opening occurs in any field for which the administrator is certified. The Superintendent will make such placement at the Superintendent’s discretion.

Part V – Non-Affiliated Employees

Section 1 – Employee Groups and Status

5.1.01 Employee Group and Status*

The following employee job titles are in the following groups:

Group 1-Non-Exempt:
Administrative Assistant to Superintendent
Executive Assistant
Human Resources Generalist
Teaching and Learning Administrative Specialist

Group 2-Exempt*:
Director of Food & Nutrition

Group 3- Exempt*:
Accounting Manager
Building Services Manager
Communications Manager
Data Services Specialist
Food and Nutrition Manager (207 and 237 days)
General Manager of Operations
General Manager of Facilities
Homeless Coordinator
HR Manager
HR Staffing Specialist
HRIS Data Specialist
Information Analyst
Media and Technology Integration Manager
Payroll Manager
Purchasing Manager
Safety Coordinator
Senior Accountant
Special Education Coordinator
Technology Coordinator
Technology Coordinator - Specialized
Technology Lead Systems Engineer
Technology Service Supervisor
Technology Systems Engineer

Group 5-Exempt*:
Special Education Family Engagement Coordinator

Group 6-Non-Exempt:
American Indian Education Coordinator
Headstart Secretary
School and Community Liaison

*****Employees in Group 2, 3, 4, 5, are professional employees (exempt) as defined by the Federal Fair Labor Standards Act and the Wisconsin Municipal Employee Relations Act, § 111.70(1)(L), Wis. Stats.

+Employees follow Employee Handbook Language in Part 1 and Part 3.

Section 2 – Group 1 Non-Exempt Employees

5.2.01 Work Schedule & Hours of Work

A. Length of calendar: Employees are employed on a 12-month basis.

B. Flex Time: It is understood that employees have many work obligations outside of the school day and will be allowed to conduct personal business during the work day when necessary. The employee is expected to communicate with their supervisor to discuss the need to flex their scheduled hours within the affected week to meet work obligations.

C. Overtime:

1. Approval: Prior approval must be obtained in writing from the immediate supervisor.
2. Pay Rate for Overtime: Time worked over forty (40) hours per week is paid at one and one-half (1.5) rate. Time worked over forty (40) hours per week does not include sick, vacation, bereavement, holiday, personal leave time or any other paid time off. For the sole purpose of determining the appropriate pay period for the receipt of overtime pay, a week is defined as a pay period starting at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday.

5.2.02 Lunch Period

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

5.2.03 Breaks

Employees scheduled to work at least four (4) hours per workday shall receive one (1) fifteen (15) minute paid break. Employees scheduled to work at least eight (8) hours per workday shall receive two (2) fifteen (15) minute paid breaks. Breaks shall be scheduled by the immediate supervisor and cannot be used to report late, leave early or extend an unpaid lunch period.

5.2.04 Holidays

Employees will have ten (10) paid holidays:

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

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 Superintendent and/or their designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

5.2.05 Vacation

A. Employees in their first year of service earn vacation based upon the number of months worked. "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. For calculation purposes vacation is earned based upon the prior years' service. Vacation time will be granted from July 1 to June 30. Up to five (5) days of vacation may be carried over into the next fiscal year.

Years of Service	Vacation Days
After one (1) year	10 days
After five (5) years	15 days
After ten (10) years	20 days
After fifteen (15) years	25 days

B. Payment upon Transfer/Retirement: An employee who terminates their employment for any reason, other than discharge, or an employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in their 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. Employees hired after July 1 will have their vacation prorated.

C. Holidays during Vacation: Should a paid holiday fall during an employee's vacation period shall be allowed to take an additional day of vacation in lieu of such holiday, or the employee could use one less day of vacation.

5.2.06 Professional Development

A. The Board of Education will pay the dues for appropriate professional organizations for administrative/executive assistants. The approval for membership will be made by the supervising administrator.

B. Administrative/executive assistants may be granted attendance at professional workshops/seminars, either local or out-of-town, which are deemed by the assistant and the supervising administrator to be of educational value to the employee and the department. Registration fees and travel expenses will be paid by the Board at the prevailing rate for travel by other District employees.

C. Employees required, or approved, by the District to attend conferences, seminars, and professional development training sessions shall be reimbursement for travel, meals, lodging, and registration if prior approval has been received.

5.2.07 Evaluations

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

B. 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.

C. Frequency: The frequency of evaluations shall be annually.

D. Receipt of Evaluation: Each employee shall receive a copy of their evaluation. The employee will be expected to sign their evaluation but only to acknowledge receipt of the same.

E. Comments, Disputes: The employee may respond in writing with their comments attached to the completed evaluation.

F. Employee Evaluations for Compensation Level Advancement: It is a requirement of the District Compensation System Plan for an employee to earn a satisfactory evaluation in order to be eligible for level advancement on the salary schedule. A satisfactory evaluation is

defined as the evaluation document having the box "Satisfactory" marked. Supervisory notes indicating areas for improvement or focus does not indicate an unsatisfactory evaluation.

5.2.08 Post-Employment Benefits

A. Insurance for Employees Hired Before July 1, 2008: The Board of Education shall offer to provide dental insurance to administrative/executive assistants who have reached the age of 55 and who have worked a minimum of 15 years for the ECASD until they become eligible for Medicare. The amount deposited shall be the District contribution on the date of retirement. In the event that an employee retires at age 62 or beyond and meets the minimum required years of experience as indicated above, the insurance at the rate set at the time of retirement will be paid until the employee becomes eligible for Medicare.

B. Defined Contribution for Employees Hired On or After July 1, 2008: Employees hired on or after July 1, 2008, who have completed five years of service to the District, will receive an annual District contribution to an HRA account of $3,000 for each of the first five years of employment at a maximum of $15,000 (plus interest at the applicable federal rate (AFR) each June 30).

C. Employees working less than full-time shall have their defined contribution prorated to correspond to their full-time equivalency. The amount deposited will reflect the employee's full-time equivalency on the date the contribution is made to the HRA account.

D. Employees working under Limited Term Employment contracts who are rehired the following school year on a regular contract will have their defined contribution created at such time as they become a permanent employee. Such employees will be given credit for that interim/temporary service toward the defined contribution, including interest.

5.2.09 In-Service Training

The District may provide appropriate paid in-service training to each employee.

Section 3 – Groups 2, 3, 4, 5 Exempt Employees

5.3.01 Professional Hours of Work

Although professionals' work is not limited to any specified number of hours or days per week, the professional hours of work for full-time employees is normally 40 hours per week. The actual core hours for each building shall be established by administration.

A. The concept of professional hours means that employees' hours are based upon the completion of the employee's duties at their assigned building and the needs of the District.

B. Employees are responsible for the completion of their duties as set forth in the job description and those other duties specific to each position.

C. Employees attend meetings set forth in Section 1.02. It is not the intent of the professional hours section to require more or fewer meetings and conferences.

5.3.02 Flex Time

It is understood that employees have many work obligations outside of the work day and will be allowed to conduct personal business during the work day when necessary. Extended absences from the work place should be arranged with the immediate supervisor

5.3.03 Vacation

Twelve-month employees shall be granted vacation time (see below) for an employment period starting July 1 and continuing through June 30. Up to five (5) days not used during any given year may be carried over to the next year. Employees employed after July 1 or leaving the District prior to June 30 will have their vacation prorated.

Employees may schedule their vacation any time subject to approval by each immediate supervisor.

A. Group 2 employees will be granted vacation based on the following schedule:

Years of Service	Vacation Days
Up to ten (10) years	20 days
After ten (10) years	25 days

B. Group 3 *(with exception of Kitchen Managers)* will be granted vacation based on the following schedule:

Years of Service	Vacation Days
Date or hire through 5 years	10 days
1st month of 5th year through 9 years	15 days
1st month of 10th year through 19th year	20 days
1st month of 20th year and thereafter	25 days

C. Kitchen Managers who are employed for 207 days (which includes 3 float days) and hired prior to July 1, 2017 are eligible for five (5) vacation days. Unused vacation days do not carry over to the following year. Kitchen Managers who are employed for 207 days and hired on July 1, 2017 or after, are not eligible for vacation. Kitchen managers who are employed for 237 days (which includes 4 float days) are not eligible for vacation.

5.3.04 Holidays

A. Group 2, Group 3 *(with exception of Kitchen Managers*), and Group 4 employees will be paid for the following ten (10) holidays:

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

The above are paid holidays only on those days when school is not in session.

B. Kitchen Managers will receive the following five (5) paid holidays:

Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving

C. Group 5 employees will receive the following three (3) paid holidays:

Memorial Day
Labor Day
Thanksgiving Day

5.3.05 Professional Growth

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

5.3.06 In-Service Training

The District may provide appropriate paid in-service training to each employee.

5.3.07 Professional Organization Dues

The Board will pay dues to appropriate professional organizations. Approval for membership will be made by the immediate supervisor.

5.3.08 Travel Expenses

Employees will have expenses paid for job related out-of-District travel within District policy. Approval for all requests for professional travel will be made by the immediate supervisor

5.3.09 Professional Development Leave

Group 2 employees are eligible for professional development leave at the discretion of the Board of Education. The Executive Director for Human Resources will approve requests for professional development leave.

Section 4 – Evaluation

5.4.01 Written Evaluation

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

5.4.02 Evaluation Frequency

The frequency of evaluation shall be annually.

5.4.03 Evaluators

The immediate supervisor is responsible for the evaluation and shall either perform those evaluations themselves or shall direct that those evaluations be performed by other persons who have the training, knowledge and skills necessary to evaluate professional school personnel.

5.4.04 Probation Period

All newly hired employees shall be on probation for a period of 12-months.

5.4.05 Employee Evaluations for Compensation Level Advancement

It is a requirement of the District Compensation Plan for an employee to earn a satisfactory evaluation in order to be eligible for level advancement on the salary schedule. A satisfactory evaluation is defined as the evaluation document having the box “Satisfactory” marked. Supervisory notes indicating areas for improvement or focus does not indicate an unsatisfactory evaluation.

Section 5 – Post-Employment Benefits

5.5.01 Post-Employment Benefits

	Early Retirement Stipend	Early Retirement Insurance	Defined Contributions
Group 2 Director of Food & Nutrition	**N/A**	**N/A**	**Hired into this position on/after 7/1/2008**
			Employees who have completed five years of service to the District, will receive an annual District contributionto an HRA account of $5,000 for each of the first five years of employment at a maximum of $25,000 (plus interest at the applicable federal rate (AFR) eachJune 30). Employees working less than full-timeshall have their defined contribution prorated to correspond to their full- time equivalency. The amount deposited will reflect the employee's full-time equivalency on the date the contribution is made to the HRA account. Employees working under LTE contracts will receive a defined contribution in the year they are working as an LTE. If the employee isnot rehired the following year under an LTE or permanent contract the defined contribution will be forfeited.
Group 3 Accounting Manager Building Services Managers Communications Manager Data Services Specialist Food and Nutrition Managers (207 & 237 day) General Manager of Operations General Manager of Facilities Homeless Coordinator HR Manager HR Staffing Specialist HRIS Data Specialist Information Analyst Media and Technology Integration Manager Payroll Manager Purchasing Manager Safety Coordinator Senior Accountant Special Education Coordinator Technology Coordinator Technology Coordinator - Specialized Technology Lead Systems Engineer Technology Service Supervisor Technology Systems Engineer	**N/A**	**Hired into this position prior 7/1/2008**	**Hired into this position on or after 7/1/2008**
		For employees retiring at age 55 or older, with 15 years of service to the ECASD, the Board will provide dental insurance until they become eligible for Medicare. The amount deposited shall be the District contribution on the date of retirement.	Employees who have completed five years of service to the District, will receive an annual District contribution to an HRA account of $3,000 for each of the first five years of employment at a maximum of $15,000 (plus interest at the applicable federal rate (AFR) each June 30). Employees working less than full-timeshall have their defined contribution prorated to correspond to their full- time equivalency. The amount deposited will reflect the employee's full-time equivalency on the date the contribution is made to the HRA account.

			Employees working under LTE contracts will receive a defined contribution in the year they are working as an LTE. If the employee isnot rehired the following year under an LTE or permanent contract the defined contribution will be forfeited.
Group 5 Special Education Family Engagement Coordinator	**N/A**	**Hired into this position prior to 7/1/2008**	**Hired into this position on or after 7/1/2008**
		Same as Group 3.	Same as Group 3.
Group 6 American Indian Education Coordinator Headstart Secretary School and Community Liaison		**Hired into this position prior to 7/1/2012**	**Hired into this position on or after 7/1/2012**
		The Board of Education shall offer to provide dental insurance to all retirees who have reached the age of fifty-five (55) and who have worked a minimum of fifteen (15) years for the ECASD, until the employee becomes eligible for Medicare. The amount deposited shall be the District contribution on the date of retirement. If an employee retires at age 62, the Board contributions for coverage and dental insurance set at the time of retirement shall be paid until the employee qualifies for Medicare.	Employees who have completed fiveyears of service to the District, will receive an annual District contribution to an HRA account of $3,000 for each of the first five yearsof employment at a maximum of $15,000 (plus interest at the applicable federal rate (AFR) each June 30). Employees working less than full-time shall have their defined contribution prorated to correspond to their full-time equivalency. The amount deposited will reflect the employee's full-time equivalency on the date the contribution is made to the HRA account. Employees working under LTE contracts will receive a defined contribution in the year they are working as an LTE. If the employee isnot rehired the following year under an LTE or permanent contract the defined contribution will be forfeited.

Section 6 – Discipline and Termination

5.6.01 Standard for Discipline and Termination

A. Probationary Employee: Probationary employees may be disciplined or terminated for reasons that are not illegal or discriminatory. Such discipline or termination shall not be subject to the grievance procedure provisions of this Employee Handbook 1.6.

B. Non-Probationary Employee: An employee may be disciplined or terminated for "cause." Such discipline or termination shall be subject to the grievance procedure provisions of this Employee Handbook. "Cause" is defined as the following:

   1. There is a factual basis for the discipline or termination: The factual basis must support a finding of employee conduct in which the District has a disciplinary or termination interest. See 1.1.03 G.
   2. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

Part VI – Athletic Coaching Staff

Section 1 – Introduction

6.1.01 Athletic Mission Statement

Interscholastic athletics shall provide opportunities to students for personal growth, skill development, physical fitness, socialization, development of moral qualities, growth in emotional maturity, development of a strong character, creativity, and competition. Our community, staff, and students will work together to utilize these opportunities in order to help students achieve success by building character, work ethic, citizenship, and academic achievement, thus supporting the ECASD Mission to inspire and prepare our students to live creative, fulfilling and responsible lives.

6.1.02 Code of Ethics

The function of a coach is to properly educate students through participation in interscholastic competition. The interscholastic athletic program is designed to enhance academic achievement and should never interfere with opportunities for academic success. Athletes should be treated as though they are members of the coaches' families, and their welfare should be of primary concern at all times. In recognition of this, the following guidelines for coaches have been adopted by the National Federation of Interscholastic Coaches Association Board of Directors.

The coach must be aware that they have a tremendous influence, either good or bad, in the education of the student athlete and, thus, shall never place the value of winning above the value of instilling the highest desirable ideals of character. The coach must constantly uphold the honor and dignity of the profession. In all personal contact with the student athlete, athletic directors, school administrators, the state high school athletic association, the media, and the public, the coach shall set an example of the highest ethical and moral conduct. The coach shall take an active role in the prevention of drug, alcohol and tobacco abuse and under no circumstances should condone their use. The coach shall promote the entire interscholastic program of the school and direct the program in harmony with the total school program. The coach shall be thoroughly acquainted with the contest rules and is responsible for their interpretation to team members. The spirit and letter of the rules should be regarded as absolute values. The coach shall not try to seek an advantage by circumventing the spirit or letter of the rules. Coaches shall actively enhance sportsmanship among spectators and work closely with cheerleaders, the pep club sponsor, booster clubs, and administrators. Contest officials shall have the respect and support of the coach. The coach shall not indulge in conduct which will incite players or spectators against opponents or officials. Public criticism of officials or players is unethical. Before and after contests, rival coaches should meet and exchange friendly greetings to set the correct tone for the event. A coach shall not exert pressure on faculty members to give student athletes special consideration. It is unethical for coaches to scout opponents by any means other than those adopted by the leagues and/or state high school athletic association.

6.1.03 Sportsmanship

Coaches are expected to understand and demonstrate sportsmanship in the following ways:

1. Gain an understanding of and appreciation for the rules of the contest. Being well-informed is essential. Know the rules. If you are uninformed, refrain from expressing opinions on decisions made by officials, coaches and administrators.

2. Exercise representative behavior at all times. The true value of interscholastic competition relies upon everyone exhibiting behavior which is representative of a sound value base. Your behavior influences others whether you are aware of it or not.
3. Exhibit respect for the officials. The officials of any contest are trained, impartial arbitrators who perform to the best of their ability. Mistakes by all those involved are a part of every contest. You should not rationalize your or your team's poor or unsuccessful behavior by placing responsibility on an official. A rule of good sportsmanship is to accept and abide by the decision made.
4. Openly display respect for the opponent at all times. Opponents are guests and should be treated cordially, provided with the best accommodations, and accorded tolerance at all times. Be a positive representative of your school, team or family.
5. Display pride in your actions at every opportunity. Never allow your ego to interfere with good judgment and your responsibility as a school representative. Regardless of whether you are an adult, student, player, coach or official this value is paramount since it suggests that you care about yourself and how others perceive you.

Sportsmanship Reveals Character – regardless of the final outcome.

6.1.04 Domains, Standards and Benchmarks

Below is an overview of the eight domains represented in the National Standards for Sports Coaches. Coaches are encouraged to know the domains and follow the standards. More information can be found HERE.

- **Domain 1 – Philosophy and Ethics**
  - It is imperative that the coach establish a coaching philosophy that focuses on the safety, development, and well-being of the athlete. As a key leadership figure, the coach must model and teach appropriate behavior in all aspects of coaching and maintain ethical conduct during practices and competitions. This domain features four standards (1-4) and 23 subsequent benchmarks that represent what coaches should know and be able to do in regard to philosophy and ethics in sport.
- **Domain 2 – Safety and Injury Prevention**
  - The coach is often the first responder in the event of an accident or injury and should be properly trained in injury prevention and first responder emergency care. The coach must recognize high-risk situations, as well as unsafe equipment, facilities, and environmental conditions in order to ensure the safety of the athletes and make necessary modifications to the playing environment should unsafe conditions exist. This domain features seven standards (5-11) and 29 subsequent benchmarks that represent what coaches should know and be able to do in regard to sport safety and injury prevention.
- **Domain 3 – Physical Conditioning**
  - Sport requires proper physical preparation in order to perform safely and effectively. The coach is responsible for implementing research-based, developmentally appropriate drills and teaching techniques that support athlete development while maintaining safety. The coach should encourage healthful decisions by the athlete to promote healthy lifestyles and low-risk training practices. This domain features four standards (12-15) and 22 subsequent benchmarks that represent what coaches should know and be able to do as it relates to the physical conditioning of their athletes.
- **Domain 4 – Growth and Development**
  - The coach should be knowledgeable about the age and skills levels of their athletes. By recognizing the patterns of cognitive, motor, emotional and social development, the coach can create effective learning environments that allow athletes to progress and improve at different rates. The coach should be properly trained to recognize the need to

modify practice and competitive strategies to accommodate the athlete's readiness for competition. This domain features three standards (16-18) and 18 subsequent benchmarks that represent what coaches should know and be able to do in regard to their athletes' growth and development.

- **Domain 5 – Teaching and Communication**
  - The coach must plan and implement organized practices so that athletes have a positive learning experience. In addition to understanding the fundamentals of the sport, the coach should use a variety of systematic instructional techniques to provide a positive learning environment and maximize the potential of each athlete. Furthermore, the coach needs to be aware of their own expectations of an athlete's potential and how it impacts athlete performance. This domain features eight standards (19-26) and 47 subsequent benchmarks that represent what coaches should know and be able to do in terms of teaching and communicating with their athletes.
- **Domain 6 – Sport Skills and Tactics**
  - The art and science of coaching includes developing skills of all team members into an efficient and successful group. Knowing how to utilize athletes' abilities to maximize meaningful participation and team success relies on up-to-date understanding of specific sport skills and game tactics. This domain features three standards (27-29) and 13 subsequent benchmarks that represent what coaches should know and be able to do in regard to teaching sport skills and tactics.
- **Domain 7 – Organization and Administration**
  - The coach is an integral resource in the overall administration of the sport program. The coach provides information regarding the needs of the athlete, serves as a key communicator of program goals and policies, and facilitates compliance with established program policies. Program accountability and public trust depend a great deal on the coach's administrative skills. This domain features seven standards (30-36) and 38 subsequent benchmarks that represent what coaches should know and be able to do as it relates to the organization and administration of the sport program.
- **Domain 8 – Evaluation**
  - The coach needs to be able to make accurate and timely decisions regarding aspects of the sport program. Planning program goals start with a careful analysis of player ability and program needs. Evaluation becomes a critical part of player and staff recruitment and retention as well as of maintaining program accountability. Systematic evaluation ensures that the sport program runs smoothly and efficiently and that the goals and objectives of the program are the focus for the coach, athlete and team. This domain features four standards (37-40) and 20 subsequent benchmarks that represent what coaches should know and be able to do as it relates to the comprehensive evaluation of the sport program.

6.1.05 Coach's Checklist

The following checklist is provided by WADA to assist coaches in carrying out the responsibilities associated with their coaching assignments. The checklist is not all-inclusive but is a general listing that provides a starting point in assuring the completion of assigned tasks.

PRE-SEASON

Head coaches should establish a meeting with coaching staff to discuss the following topics

_____ Responsibilities and expectations
_____ Program Philosophy
_____ Program rules
_____ Skill development expectations for all levels
_____ Safety Protocol

_____ Clinic, workshop opportunities
_____ Booster Club support
_____ Inter-program support at all levels
_____ Co-Curricular program support of all activities and sports
_____ Academic expectations of students and promoting scholarship
_____ Athlete eligibility
_____ Transportation schedules
_____ WIAA and BRC/WVC rule changes
_____ 14 Duties defined by law – Liability Issues – view HERE
_____ Every student-athlete is eligible
_____ Check WIAA policies and procedures for your sport HERE
_____ Hiring process for assistants
_____ Equipment/supply check and inventory update
_____ Physical inspections of facilities and equipment clearance
_____ Check schedules for possible errors or conflicts
_____ Copies of student health information and permission for emergency care form
_____ Issue and track necessary uniforms and equipment
_____ Assist in organizing home events
_____ First Aid and CPR training requirements
_____ Travel schedule for season
_____ Practice times and location(s) to Athletic Director
_____ Preliminary and final roster (name, grade, position, uniform number) prior to first contest

Pre-Season Parent/Athlete Meeting

_____ Handouts
_____ Program Philosophy
_____ Rules
_____ Expectations of student-athletes
_____ Coach contact information
_____ Practice/game schedules
_____ Lettering Policy
_____ Individual/Team Goal Setting
_____ Parent/Athlete Program Expectations
_____ Feedback opportunity through end of season survey
_____ HS COACHES ATTEND PRE-SEASON MEETING AT MS TO SUPPORT MS COACHES & PROGRAM PHILOSOPHY

DURING THE SEASON

Head coaches should meet with coaching staff

_____ Issues and/or concerns
_____ Visible attendance at middle and high school games
_____ Review skill development and practice format
_____ Review game strategy
_____ Organize all practices and make game preparations
_____ Check field or facility and equipment for safety each day
_____ Supervision of locker room and other facilities
_____ Secure facilities (lights, doors, etc.)
_____ Ride bus to and from games
_____ Carry a copy of student health information and permission for emergency care forms at all times
_____ Call in scores (win or lose) to Press
_____ Ensure wins and any program changes are in building daily announcements

Athlete Contact

_____ Individual review of skill development
_____ Review of individual goals and team goals
_____ Instruct athletes regarding potential risks and consequences
_____ Maintain active contact with student/athletes and parents
_____ Ensure student athletes maintain eligibility (Academic Weekly Progress Report)

Parent Contact

_____ Newsletter
_____ Reminders of important information (parent's night, senior night, award program)
_____ Concerns and/or issues

Meet with Athletic Director

_____ Issues and concerns
_____ Schedule for next season
_____ Media contact (program and individual student-athlete)
_____ Record keeping of all information necessary to administer an effective and efficient program
(statistics, forms, etc.)
_____ File injury report on any student who is injured in practice or competition
_____ Update rosters as needed, always keep the Athletic Director informed
_____ Inform the Athletic Director and/or Principal of any problems that may come up

POST SEASON

Head coaches should meet with coaching staff

_____ Issues and/or concerns
_____ Post season summary
_____ Awards planning and staff participation
_____ Evaluate program year
_____ Clinic and workshop opportunities
_____ Prepare for sports banquet
_____ Medicine kit cleaned and returned to the trainer's office
_____ Water bottles and coolers cleaned and returned
_____ Team locker room is cleaned, players have removed locks and cleaned out lockers
_____ Evaluate program and make recommendations for improvement

Parent and Student-Athlete

_____ Program evaluation by parent
_____ Program evaluation by student-athlete
_____ Be proactive in helping college-bound athletes
_____ Uniform and equipment collection; uniforms and equipment cleaned and stored neatly
_____ Plan off season activities (camps, clinics, weight-training, conditioning, etc.)

Meet with Athletic Director

_____ Program evaluation
_____ Program support evaluation
_____ Coach self-evaluation
_____ Report lost or stolen uniforms and/or equipment owed by athletes
_____ Inventory of equipment/uniform
_____ List of letter/certificate winners
_____ List of award winners
_____ End of season report with all scores and final record along with individual and team accomplishments
_____ Requisition items needed for next season
_____ Turn in keys

6.1.06 Certification Requirements

All coaches who are paid by the District, regardless of the level they coach at, must meet certification requirements.

All coaches paid by the District must have CPR/AED/First Aid certification which is valid for 2 years, as well as Blood Borne Pathogen certification which is valid for 1 year.

All swimming coaches, both paid by the District and Volunteer, must also be Lifeguard certified which is valid for 2 years.

The District offers trainings for certifications throughout the school year. Questions about District-offered trainings may be directed to the ECASD Business office at 715-852-3010.

Per the WIAA, high school coaches who are not licensed to teach (regardless of whether they are paid or unpaid) are required to take a coaching fundamentals course as well as a sports first aid course before they may coach their second year at a WIAA member senior high school. More information about this requirement may be found HERE. The Athletic Director is responsible for ensuring this WIAA requirement is met.

6.1.07 Building Access and Security

The safety of District staff, students, families and community and the security of all District facilities is a Board priority and the responsibility of all District staff members.

The District provides all staff with an employee identification (ID) badge. For safety purposes, each staff member is required to wear their ID badge while working in their official capacity. ID badges are to be prominently worn so the photo and name are visible to others. The ID should be worn between the shoulders and waist on a clip or lanyard. The ID should not be defaced or altered with pins, stickers, decals, etc., as this limits the ability of others to identify and confirm approved District staff quickly in an emergency situation.

For the security of all District facilities, staff members are to report a lost ID badge to their supervisor immediately as this allows the disabling process to begin. To obtain a replacement ID due to damage or loss, please contact the Administration Building Safety and Security Department Secretary.

Staff members who work in positions that make wearing an ID badge dangerous are provided District issued clothing which identifies them as ECASD staff. In these situations, staff members are required to have their ID badge on their person and available while working in their official capacity.

6.1.08 Facility Use and Reservations

The Athletic Director and/or their designee will be responsible for reserving facilities for both practice and competition for each sport for the regular season. Head Coaches are responsible for reserving practice space for activities outside of the season including contact days. ECASD facility reservations are made through the District's facility scheduling system. Head Coaches may work with the Athletic Director and/or their designee for assistance in following ECASD facility reservation procedures.

All coaches are responsible for abiding by District policy 7510 – Use of District Facilities. Please refer to Policy 7510 for more information.

6.1.09 Supervision of Athletes

A High School Coach's responsibility to athletes begins when the athlete enters the locker room and ends when the athlete leaves the building after the completion of the contest or practice.

A Middle School Coach's responsibility to athletes begins when the athlete is dismissed from school to attend a practice or contest (including any period of time between the school day and a late contest or practice) and ends when the athlete is picked up by a parent/guardian after the practice or contest. If a coach is unable to supervise the student athletes during the entire period, the coach must work with the Athletic Director in advance to secure adequate supervision.

6.1.10 Team Rules

It has long been accepted that the establishment of rules for a team is critical for a successful season. Very few coaches dare to enter a season without establishing regulations for team membership. Samples of team rules/team handbooks can be obtained from the Athletic Director.

Coaches are well advised to discuss the rules they wish to declare as guidelines for their team with the Athletic Director. This will serve to establish a common ground with the coach and their administrator prior to any conflict that may take place.

Coaches are also well served to distribute printed copies of their rules and to request that student athletes and parents sign a form indicating that they have been made aware of the rules and that they accept them, regardless of whether or not they agree with the rules.

Team rules are to parallel the school code of conduct. There is no place in educational athletics for inconsistencies in behavioral expectations.

It is generally accepted that it is impossible to foresee all issues for which a coach would like to be prepared; therefore an all-encompassing statement is recommended. Such statements could state that all team members should represent their school and team in a manner that will reflect positively on all involved.

There are many theories employed in the establishing of team rules. Some coaches have a set of guidelines and consequences that have been effective for them. There are coaches who collaborate with team members/captains in order to establish guidelines, and there are schools where all team rules are the same. All of these variables can be and have been successful.

Rules should be concise. Order can be established with a few rules that govern the behavioral expectations. Consequences should be consistent and not geared to players of different abilities. Consequences should be administered by the coaches and in some occasions, captains can be consulted.

One method of establishing guidelines is to establish team priorities. In educational athletics, academics, the family of the team member, and perhaps other considerations would be more important than winning and losing a contest.

6.1.11 Chain of Command for Athletes

Athletes, parents, and coaches should all work together to resolve concerns or conflicts. Occasionally there may arise a need for additional parties to be involved in the resolution of a conflict. Therefore, when a conflict cannot be resolved between coach and athlete, the following chain of command should be used. Athletes and Coaches should always attempt to resolve conflict at the lowest step in the chain of command before moving to the next step on the chain.

Athletic Chain of Command		
Step 1	Athlete	Coach
Step 2	Athlete, Parent	Coach
Step 3	Athlete, Parent	Coach, Athletic Director
Step 4	Athlete, Parent	Coach, Athletic Director, Principal
Step 5	Athlete, Parent	Coach, Athletic Director, Principal, Executive Director of Administration

Any athlete, parent, or coach, who attempts to resolve conflict using a higher step on the chain of command without having attempted resolution at all lower steps may be asked to attempt resolution at a lower step in the chain of command.

6.1.12 Professional Development for Coaches

A Head Coach requesting professional development must complete the Staff Development Request Checklist Form and submit to the Athletic Director. Click HERE for form.

6.1.13 Scrimmages

Head Coaches are responsible for making initial contacts to find a team(s) to scrimmage. Scrimmages are to be scheduled with no loss of school time, and all coaches must follow WIAA regulations concerning scrimmages. Non-conference scrimmages, tournaments, or games/meets/matches not scheduled by the WIAA must be held within one and one-half (1 ½)-hours traveling distance from Eau Claire. Any exceptions to this travel limitation must be pre-approved by the Athletic Director.

6.1.14 Athlete Eligibility Requirements

The following are areas of student eligibility to participate in school sports. Any required forms may be obtained in their most current version on each school's website on the "Athletics" webpage.

- Academic Eligibility – Found in the Eau Claire High School Athletic Code
- Physical Eligibility – Per the WIAA, a preparticipation physical fitness form attesting to current physical fitness to participate in sports as determined by a licensed physician, Physician's Assistant (PA) or Advanced Practice Nurse Prescriber (APNP) no less than every other school year with April 1 the earliest date of examination. School policy determines when an athlete may return to competition following an injury, except where rule book or WIAA tournament policies apply. Physical examination taken April 1 and thereafter is valid for the following two school years; physical examination taken before April 1 is valid only for remainder of that school year and following school year
- Concussion Acknowledgement Form
- Permission and Travel Form
- Code Acknowledgment Form

Coaches are required to know and uphold Eau Claire High School Athletic Code and under any circumstances, when learning of a violation, must report it.

6.1.15 Supervision

Athletic Directors supervise Head Coaches. Head Coaches should establish program goals and follow the District, Conference, and WIAA Expectations. Head Coaches supervise Assistant Coaches. Assistant Coaches should support the Head Coach, the program goals, and follow the District, Conference, and WIAA expectations. Coaches should attempt to resolve any conflict together before involving the Athletic Director.

6.1.16 Evaluation

Athletic Directors will evaluate Head Coaches once a year. The evaluation form can be found HERE. Head Coaches are not required to but may wish to evaluate Assistant Coaches.

6.1.17 Budget and Procurement

Coaches should work with the Athletic Director to establish budgets for the upcoming year. Coaches can obtain reports of the current budget status from the school's Financial Secretary as well as instructions on how to make any purchases needed. Athletic purchases, including athletic uniforms and equipment, are subject to the procedures set forth in the Procurement Manual found HERE.

6.1.18 Fundraising

A fundraiser is any activity which is used to seek and/or materials (gifts-in-kind) in support of an organization or for a charitable purpose. All fundraising must abide by District policy. Please refer to Student Fund-Raising in the following District policy: Policy 5830 and Crowdfunding in the following District policy: Policy 6605. Coaches interested in fundraising should work with the Athletic Director or Building Principal to ensure District procedure is followed.

6.1.19 Gifts and Donations

All gifts must be reported using the ECASD Gift Report form found in the ECASD SharePoint Resource Center under Business Services Documents HERE. All gifts must follow the ECASD Gifting Guidelines which are as follows:

Gifting Guidelines

The ECASD appreciates the generosity of booster clubs, family-teacher organizations, service groups, community organizations, and individuals who donate gifts that will enhance and extend the work of the schools.

The following guidelines have been created to assure that gifting relationships are based on sound educational values, serve clear educational purposes, and promote the welfare of students. Some gift situations can be complex, and decisions will be made only after careful consideration of interrelated factors.

1. Anyone wishing to make a gift to the District should first contact the administrator having responsibility for the program to which the gift will apply. The administrator will give a copy of District Policy Rule 840-R to the prospective donor. The administrator will contact the Director of Buildings and Grounds if the gift will be attached to or will alter a building or site. The administrator will contact the Director of Technology if the gift pertains to telecommunications or technology.
2. The Board reserves the right to accept or reject any gift from any organization or individual.
3. All gifts shall become the sole property of the District to be used at the discretion of the Board, unless otherwise specified in the gift.
4. The gift must be consistent with the values, goals, and objectives of the District.

5. The gift must not be in conflict with, or supersede, any provision of District policy, philosophy, or public law. Any gift that will limit the Board in respect to carrying out its policies must be approved by the Board before any fund-raising or other solicitations take place.
6. Any gift that will obligate the District to any contractual relationship must be approved by the Board before any fund-raising or other solicitations take place.
7. Any gift that will obligate the District to an expenditure of funds must be approved by the Board before any fund-raising or other solicitations take place.
8. The gift will place no restrictions on the school program.
9. Any gift that will require, or imply, endorsement of any business or product must approved by the Board before any fund-raising or other solicitations take place.
10. Unless approved by the Board, no gifts will be accepted with any contingencies; nor will the giving of the gift bring special privileges or considerations to the donor.
11. The ECASD and individual schools reserve the right to restrict the dissemination of free materials of promotional nature from commercial interests for distribution to students in schools.
12. Class gifts to schools are commendable.
13. Telecommunications or technology related gifts must fit into the District technology plan and be approved by the Director of Technology.
14. Any gift which will be attached to, or alter, a building or site must be brought to the attention of the Director of Buildings and Grounds at the beginning of the planning process before any fundraising begins.
15. Donors wishing to give a gift which will be attached to, or alter, a building or site must submit a plan for approval to the Board prior to the start of the project. The plan will include the following details:
    a. A preliminary drawing showing the location in or on the building or school grounds.
    b. Plans for funding the project.
    c. The long-range timeline for completion of the project if it is to be spread over a period of time such as one or two years.
    d. The type and specifications of structures, materials, and/or equipment to be purchased or constructed for installation. These must meet District established standards.
    e. Costs to the District.
16. The District shall not discriminate in the acceptance and administration of gifts, bequests, scholarships, and other aids, benefits or services to students from private agencies, organizations or persons on the basis of sex, race, color, religion, creed, age, national origin, ancestry, pregnancy, marital status, sexual orientation or disability. Discrimination complaints shall be processed in accordance with established procedures.

6.1.20 Booster Club

The Booster Club serves to enhance the interscholastic athletic experience for all students by encouraging student and family involvement through financial and volunteer support for all activities. The Booster Club will invite each Head Coach to attend at least one Booster Club meeting during their season to provide the Booster Club with an update of the season. Head Coaches are encouraged to accept this invitation and to work cooperatively with their school's Booster Club.

6.1.21 Activity Workers

Any individual working at a sporting event or other function who is not a current ECASD employee must report to the Human Resources Office. The individual will be required to complete a background check (unless a current ECASD student), as well as provide identification to complete an I-9 form which is a requirement of the United States Federal

Government. Acceptable forms of identification are a valid passport, OR a driver's license and social security card, OR a driver's license and birth certificate. The background check and I-9 form should be completed prior to working the event but can be completed within three business days following the event. Timecards for work completed cannot be paid until the background check and I-9 form are complete.

6.1.22 Awards and Banquets

Awards and banquets may occur at the Head Coach's discretion using budgeted, donated, or personal funds. Letters are issued by each high school based on different criteria depending on the sport. Head Coaches can direct questions about letters to the Athletic Director.

6.1.23 Dress Guidelines

All coaches should dress for practice in attire that is appropriate for the sport. All coaches should dress for competition in professional attire unless a uniform is required by the sport.

6.1.24 Hazardous Weather

The WIAA has weather guidelines that the ECASD expects all coaches to follow.

Heat

1. Thirty minutes prior to the start of an activity, and again 60 minutes after the start of that activity, take temperature and humidity readings at the site of the activity. Each school is to designate whose duties these are: generally the athletic director, head coach or certified athletic trainer.
2. Factor the temperature and humidity into the Heat Index Calculator and Chart to determine the Heat Index.
3. If the Heat Index is below 95 degrees:
    a. All Sports
        i. Provide ample amounts of water. This means that water should always be available, and athletes should be able to take in as much water as they desire.
        ii. Optional water breaks every 30 minutes for 10 minutes in duration.
        iii. Have ice-down towels available for cooling.
        iv. Watch/monitor athletes carefully for necessary action.
4. If the Heat Index is 95 degrees to 99 degrees:
    a. All Sports
        i. Provide ample amounts of water. This means that water should always be available and athletes should be able to take in as much water as they desire.
        ii. Optional water breaks every 30 minutes for 10 minutes in duration.
        iii. I Have ice-down towels available for cooling.
        iv. Watch/monitor athletes carefully for necessary action.
    b. Contact sports and activities with additional equipment:
        i. Helmets and other possible equipment removed while not involved in contact.
    c. Reduce time of outside activity. Consider postponing practice to later in the day.
    d. Recheck temperature and humidity every 30 minutes to monitor for increased Heat Index.
5. If the Heat Index is above 99 degrees to 104 degrees:
    a. All Sports
        i. Provide ample amounts of water. This means that water should always be available and athletes should be able to take in as much water as they desire.
        ii. Mandatory water breaks every 30 minutes for 10 minutes in duration.
        iii. Have ice-down towels available for cooling.

iv. Watch/monitor athletes carefully for necessary action.
v. Alter uniform by removing items if possible.
vi. Allow for changes to dry t-shirts and shorts.
vii. Reduce time of outside activity as well as indoor activity if air conditioning is unavailable.
viii. Postpone practice to later in the day.

b. Contact sports and activities with additional equipment
   i. Helmets and other possible equipment removed if not involved in contact or necessary for safety. If necessary for safety, suspend activity.

c. Recheck temperature and humidity every 30 minutes to monitor for increased Heat Index.

6. If the Heat Index is above 104 degrees:
   a. All sports
      i. Stop all outside activity in practice and/or play, and stop all inside activity if air conditioning is unavailable.

When the temperature is below 80 degrees there is no combination of heat and humidity that will result in need to curtail activity.

Lightning Guidelines

The following guidelines should be followed when making decisions as to whether to suspend or restart a contest/practice based on the presence of lightning.

1. Assign staff to monitor local weather conditions before and during events.
2. Develop an evacuation plan, including identification of appropriate nearby shelters.
3. Criteria for suspension and resumption of play:
   a. When thunder is heard, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play and take shelter immediately.
   b. Thirty-minute rule. Once play has been suspended, wait at least 30 minutes after the last thunder is heard or flash of lightning is witnessed prior to resuming play.
   c. Any subsequent thunder or lightning after the beginning of the 30-minute count reset the clock and another 30-minute count should begin.

Tornadoes

1. Tornado Watch: this advisory means that prevailing conditions are such that tornadoes could form in the watch area.
   a. When word is received that a tornado watch has been issued, the Principal/Site Administrator will assign someone to monitor the weather station.
   b. Notify employees of the Tornado Watch Advisory.
   c. Continue all normal operations of the School/Facility
2. Tornado Warning: this advisory means that a tornado has formed and has been sighted. The Tornado Warning area will be geographically defined in the advisory.
   a. When a sighting is near your location the tornado signal will be sounded. The signal must be different from the Fire Alarm or Evacuation recall.
   b. All employees and students should immediately proceed to shelters.

6.1.25 Inventory of Equipment and Uniforms

All coaches must maintain a complete inventory of equipment and uniforms. Equipment must be identifiable (numbered, labeled, etc.). At the conclusion of the season or when a student-athlete quits or becomes ineligible the coach will:

1. Collect the student-athlete's uniform and equipment immediately.

2. If the student-athlete fails to turn in any uniform or equipment:
   a. Contact the student and give the student a deadline for the equipment to be returned.
   b. Contact a parent/guardian immediately if the student fails to make the deadline.
   c. See the Athletic Director for proper procedures to follow and current bid prices for replacement.
   d. Contact the Athletic Director for further action if the equipment still has not been returned.
   e. Place the student-athlete on a fine list with the schools' Financial Secretary; the Accounting Department will send an invoice

6.1.26 Safety/Injury

All injuries of student athletes or coaches must be reported. Student injuries should be reported through the ECASD Accident Report by clicking HERE. Any injuries to members of the general public that occur on District property should also be reported through the ECASD Accident Report. Coach and staff injuries should be reported following the Employee Injury/Illness Checklist by clicking HERE.

6.1.27 Concussions

The WIAA provides detailed information regarding concussions which can be found HERE. All coaches should know the signs and symptoms of concussions. If an athletic trainer is present, the trainer should attend to the injured athlete to monitor for signs and symptoms of a concussion. If an athletic trainer is not present, or is already occupied, the coach is responsible for halting play or practice to attend to the injured athlete to monitor for signs and symptoms of a concussion until another responsible adult can assist with monitoring. Remember: When in doubt sit them out.

Signs of a Concussion

- Dazed or stunned appearance
- Change in the level of consciousness or awareness
- Confused about assignment
- Forgets plays
- Unsure of score, game, opponent
- Clumsy
- Answers more slowly than usual
- Shows behavior changes
- Loss of consciousness
- Asks repetitive questions or memory concerns

Symptoms of a Concussion

- Headache
- Nausea
- Dizzy or unsteady
- Sensitive to light or noise
- Feeling mentally foggy
- Problems with concentration and memory
- Confused
- Slow

Signs/Symptoms that may represent a medical emergency (Call 911)

- Loss of consciousness (this may indicate more serious head injury)
- Decreasing level of alertness

- Unusually drowsy
- Severe or worsening headache
- Seizure
- Persistent vomiting
- Difficulty breathing

6.1.28 Transportation

Coaches and volunteers who drive District vehicles for school-sponsored events must meet requirements established by the ECASD Business Office. Coaches and volunteers must review the Driver Validation information and meet all requirements prior to driving a District vehicle. Click HERE to complete a Driver Records Search to determine if all requirements are currently met. Click HERE for the Driver Validation Request form and instructions.

6.1.29 Volunteer Process

Any individual volunteering to coach or otherwise assist an ECASD sponsored sport or activity must complete a background check with the ECASD Human Resources department as well as complete a Volunteer Agreement which must be kept on file at the school for which the volunteer serves. This paperwork must be completed prior to volunteering. Necessary forms can be found at the ECASD Human Resources Office, by calling 715-852-3050, or by clicking HERE.

WIAA requires coaches who are not licensed to teach to take a coaching fundamentals course as well as a sports first aid course before they may coach their second year at a WIAA member senior high school. Detailed information can be found on the WIAA website HERE.

Section 2 – High School Coaches

6.2.01 Timeline for Seasons

Fall	Winter	Spring
Football	Basketball – Boys	Baseball
Cheer & Stunt	Basketball – Girls	Golf - Boys
Cross Country – Boys	Cheer & Stunt	Soccer - Girls
Cross Country - Girls	Dance	Softball
Dance	Gymnastics	Tennis - Boys
Golf - Girls	Hockey - Boys	Track & Field
Soccer – Boys	Hockey - Girls	
Swim & Dive – Girls	Swim & Dive - Boys	
Tennis – Girls	Wrestling - Boys	
Volleyball	Wrestling - Girls	

6.2.02 Club Athletic Programs

If a student is on a varsity high school team, the Head Coach will determine whether or not students will be allowed to practice or participate in a club athletic program during their varsity high school season. If a coach's position is "no club athletic participation" during the varsity high school season it is based on the WIAA's philosophy that a student's loyalty and allegiance should be to the high school team.

6.2.03 Shared Athletes

Coaches are encouraged to work cooperatively when shared athletes are involved. Off-season and in-season coaches are encouraged to make arrangements to permit athletes to participate in

off-season open gym and other off-season activities that do not negatively impact athlete performance and eligibility for in-season sports. Cooperation among coaches will allow athletes to participate in multiple sports, thus furthering the Athletic Mission of the ECASD. Athletic Directors may intervene if disagreements arise regarding shared athletes.

6.2.04 Off Season Activities

Coaches must abide by the rules of the WIAA regarding off season activities. Therefore, coaches may not require athletes to participate in non-school competition and may not require involvement in out-of-season activities as a requirement of team membership. Coaches should refer to the WIAA Senior High School Handbook for specific details regarding contact days and other off-season activity.

Senior High School Handbook

6.2.05 Camps and Clinics

All District-sponsored camps and clinics must be approved by the Teaching and Learning Department. A written request to hold a camp or clinic must be approved by the Athletic Director first, then submitted to the Director of Academic Services for approval. Contact the Director of Academic Services if you are interested in holding a camp or clinic. 715-852-3034

6.2.06 Hiring of Athletic Coaches

Head Coaches should work with the Athletic Director to hire Athletic Coaches. Coaches who are ECASD certified staff and are returning from the previous season do not need to re-apply to coach. Coaches who are hourly ECASD employees must reapply and sign an updated Extra-Curricular Volunteer Agreement each season. Coaches who are not ECASD employees must re-apply to coach each season.

If a need to hire an Athletic Coach is identified, the Athletic Director will request a vacancy be posted on the District's electronic application system through the Human Resources department. The Athletic Director and Head Coach will review applicants and select a candidate for hire. The Athletic Director completes a "Request for Employment Action" to notify Human Resources.

The Human Resources staff then contacts the candidate to complete any necessary items including a background check, employment packet, TB test, etc. Once the recommended candidate has completed the necessary items as instructed by HR, the candidate's name will be placed on an Employment Report to the School Board for approval of hire. After School Board approval, the candidate is mailed a letter of hire and employment checklist to complete and return to HR, as well as a schedule of their pay dates. Only upon School Board approval is a candidate considered to be hired.

If an Athletic Coach is needed to begin coaching prior to having completed all of the steps up to and including School Board approval, the candidate MUST successfully clear a background check through HR and complete a Volunteer Agreement Form.

6.2.07 Cooperative Teams

Cooperative (Co-Op) Teams may be established between schools and/or Districts following WIAA rules. Any coach who has questions or concerns regarding a current Co-Op, or is interested in forming a new Co-Op should work with the Athletic Director.

6.2.08 Media and Publicity

All media requests should be directed to the Head Coach. Any requests made to the Athletic Director will be redirected to the Head Coach.

The key to getting your athletic program's message to the public is building and maintaining a good relationship with all of the local media servicing your school area. Here are some steps to follow:

- Begin with the premise that the media has a job to do with specific timetables and guidelines to follow. Their job requires filling the pages of the newspaper or specific time slots on the radio/TV.
- Coaches are encouraged to think of the media not as an adversary but as a voice for your entire athletic program. Once you establish this working relationship, you can depend on the media when you need their support.
- Prepare for each season the same way educators prepare to teach their classes. Good educators, which includes good coaches, create lesson plans to make sure everything will be covered effectively and efficiently. Begin by setting a timetable for your complete season, beginning with the pre-season report. Special events such as inter squad scrimmages, fundraisers, homecoming game, and banquets are some, but not all, of the items that may be in your lesson plan. Remember that your school is not the only school the media has to cover. Your school is more likely to receive adequate coverage, if the media has adequate time to plan for your specific events.
- Be timely in your responses to the media to help keep information accurate and in time for related deadlines.
- Create a format to follow when making these reports. A simple sheet with items to follow such as the score, statistics, highlights, and specific people to recognize is helpful. It is helpful to write these items down before making the phone call. Doing this will help coaches anticipate any difficult or controversial questions from the media. Don't forget to include the non-starters who may have made a special contribution to the success of the contest. Get names in whenever possible.
- Speak positively regarding their inquiry of a game and/or the summary of a game. Nobody wants to hear a "complainer" on why they lost or blame others for the outcome. A slip of the tongue at this point may cause a major misunderstanding when seen in print. Too many times you hear of coaches saying "I was misquoted" and in some cases they are. But the damage has been done.
- Fill out any special nomination forms in a timely fashion. Some of the forms that need prompt
  attention are: Athlete of the Week, All League, All Area, All District, All Regional and All Academic. Remember how important this award may be to one or more of your players. Do not miss selection meetings.
- Print clearly when filling out the above forms, and if possible type them out. Nothing is more
  frustrating to a reporter being pushed by a deadline than to try to figure out the spelling of someone's name. This is important to the athlete.
- A general rule of thumb would be to "say only what you want the people to read or hear." Be
  courteous but be sure you do not give out "personal" information regarding players, coaches, and officials. This is where the pre-made form can help you.
- Do not allow yourself to be drawn into a conversation regarding a controversial topic. When there is a possibility of a sensitive issue being brought up, refer the media to the specific board personnel who are charged with dealing with these issues.

- Do not make statements about players who have been disciplined or cut from the squad. It is
  usually not good practice. Remember, as a coach you are hired as much to develop character as you are teaching the “X’s” and “O’s” of your sport. Putting out negative responses to the media only makes matters worse in the eyes of your athletes and their parents. They deserve your trust.
- Be honest and truthful. Don’t ever lie to or mislead reporters. If the topic is sensitive or you don’t have knowledge of a particular issue, it is appropriate to say, “I don’t know” or “At this time, I’m not able to answer without additional information…” or “I don’t know, but I can get back to you or get someone who may know more about that.”
- Don’t ever assume anything is “off the record” even if you or the reporter indicates that’s the case.
- Think of the audience - those are the people you’re talking to.
- Be succinct and brief in answers. First, less chance of being misquoted. Second, the average TV sound bite is eight seconds, and there are only a couple of quotes in a story. Choose the two or three points you want to get across.

Section 3 – Middle School Coaches

6.3.01 Timeline for Seasons

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Cross Country	Basketball – Boys	Basketball - Girls	Soccer - Girls
Diving	Dance	Swimming - Boys	Softball - Girls
Football	Swimming - Girls	Wrestling	Tennis - Boys
Soccer - Boys			Track
Tennis - Girls			
Volleyball			

6.3.02 Off Season Activities

Coaches must abide by the rules of the WIAA regarding off season activities. Therefore, coaches may not require athletes to participate in non-school competition and may not require involvement in out-of-season activities as a requirement of team membership. Coaches should refer to the WIAA Middle Level Handbook for specific details regarding contact days and other off-season activity.

Middle Level Handbook

Part VII – Substitute Employees

Section 1 – All Substitute Employees

7.1.01 Pre-Employment Requirements

All substitute hires are considered limited term employees and will have to meet all new staff requirements, including but not limited to, pre-employment screener, pre-employment physical, and a criminal background check.

7.1.02 Licensure and/or Permit

Any substitute hired shall have the necessary license and/or permit required by state law to serve in their substitute assignment.

7.1.03 Assignment & Responsibilities

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

A. Assignments: Substitutes shall be assigned at the discretion of the District and based on need.

B. District Policies: A copy of the appropriate school policies shall be made available to the substitute. District policies are available on the District's webpage.

C. Notifying/Declining Daily Substitute Call/Mistaken Acceptance of Assignment:

   1. A substitute may refuse an automated or personal daily call. The District may, in its sole discretion, unilaterally remove individuals from the substitute list if the substitute demonstrates a pattern or practice of declining assignments.

D. Responsibilities: The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.

E. Substitute Day: A substitute's day shall be determined by the District. All substitutes shall be provided breaks and lunch periods consistent with the employee that the substitute is replacing. The substitute's length of service will ultimately be determined by the District.

7.1.04 Miscellaneous Provisions

A. In-Service/Orientation: Each substitute may be required to participate in an orientation at the beginning of their employment or in-service day programs in the schools. Substitutes may participate in after school/summer in-services at no cost, provided other staff members and/or administrators are able to attend without cost. Substitute availability to participate in all of the above school/summer in-services will be on a space available basis as determined by the District.

B. Online Services: Substitutes may be provided with network access, as determined by the District.

7.1.05 Compensation

A. Direct Deposit:

   1. Substitutes have the choice to participate in a direct payroll deposit plan. Employees may make changes to direct deposit accounts by submitting the appropriate form to the payroll office. Direct deposit changes take two payroll periods to take effect.

Section 2 – Non-Certified Substitutes

7.2.01 Training and Evaluation

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

7.2.02 Classified Employee Substitute

Permanent or Limited Term Classified employees who substitute for an absent Classified employee shall receive their own regular hourly rate of pay, including longevity.

7.2.03 Food and Nutrition Employee Substitute

Permanent Food and Nutrition employees who work as a substitute in a higher paid classification shall receive the higher rate of pay for all days worked in that higher classification, at the same step level.

Part VIII – Crossing Guards

Section 1 – Crossing Guards

8.1.01 Holidays

Crossing Guards will be paid for the following holidays:

Memorial Day
Labor Day
Thanksgiving Day

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 Superintendent and/or their designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

8.1.02 Mileage

Crossing Guards will be paid the current IRS mileage rate for travel from home to the school location and the return trip home for days worked. A daily log record of mileage must be presented for payment twice a year (December 31 and after the last day of school). Spouses must each drive a separate vehicle for them to each receive mileage payments.

8.1.03 Protective Clothing and Tools

A. Protective Clothing and Footwear.
   a. The District will supply a reflective vest for the Crossing Guard to wear over their other clothing while on duty.
   b. The District will supply ice gripper shoe attachments to Crossing Guards upon request.
   c. Tools: The District will furnish, without cost to the employees, tools considered necessary by the District for the employee to perform their normal duties. Any replacement of hand tools deemed necessary by the District will be furnished by the District without cost to the employee, except where loss due to negligence or willful destruction is apparent in which case the employee will be billed for the ECASD's replacement cost.
   d. Any employee who receives protective gear or tools shall be responsible for such items. All items of protective clothing and all tools shall remain the property of the District and shall be used while working on an assigned school job. All issued items of protective clothing shall be inspected by the employee prior to each use. Any damaged items must not be used and should be reported to the immediate supervisor and/or their designee.