



Employee Handbook

November 22, 2013



EAU CLAIRE
AREA SCHOOL DISTRICT

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Part I – Provisions Applicable to All Staff

Section I – Introduction

I.01 About this Handbook

This Employee Handbook is intended to provide all employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this Handbook should not be considered all inclusive. Copies of Board Policies and Administrative Rules are available to all personnel and are on the school district website. It is important that each employee is aware of the policies and procedures related to his/her position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited 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.

The contents of this Handbook are presented as a matter of information only. The plans, policies and procedures described are not conditions of employment. The 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 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 Handbook, rules, regulations or policies of the Board and any specific provisions of an individual contract, the individual contract shall control.

I.02 Definitions

- A. Administrative Employees: Administrative Employees are defined as persons who are required to have a contract under § 118.24, Wis. Stats. and other supervisory/administrative personnel designated by the District.
- B. 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 Part I, Section 5.02 (E) of the Handbook.
- 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. Teacher: Teachers 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. LTE's should contact the Payroll Department to determine benefit eligibility. Examples: Substitute teacher, long-term substitute, summer school employees, and seasonal employees.

Seasonal/summer school employees performing non-exempt duties shall be paid in accordance with the following hourly wage schedule:

- a. Teachers = \$26.70
 - b. Buildings & Grounds Staff = \$9.13
 - c. Classified Staff = \$11.82
 - d. Special Education Assistant = \$12.30
 - e. Food Service Staff = Assistant Cook \$11.97 Cook: \$12.08 1st Cook: \$13.04
- 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 its designee. Termination results in involuntary separation and with prejudice to the employee. A termination will result in the loss of length of service and other employment benefits. For the purposes of this document, "termination" shall not include:
1. voluntary retirement;
 2. voluntary resignation;
 3. layoff;
 4. reduction in workday;
 5. furlough;
 6. reduction in workforce;
 7. job transfer or reassignment;
 8. nonrenewal 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: A Reduction-in-Force procedure is defined as procedures applied in carrying out any reduction in force 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: Effective for employees hired on or after July 1, 2012, insurance eligibility will be for employees who are at a minimum of .5 FTE and will be prorated based on employee's FTE. If an employee's FTE is reduced below a .5, the employee no longer meets eligibility requirements for insurance benefits.
- 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. Flextime periods usually precede or follow a common time during which all employees must be present.

I.03 General Personnel Policies

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

Section 2 – Employment Law

2.01 Equal Opportunity

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

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

Requests for accommodations under the Americans with Disabilities Act or under the Wisconsin Fair Employment Act from current employees must be made in writing in accordance with District policy.

2.02 Equal Opportunity Complaints

The District encourages informal resolution of complaints under the equal opportunity policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the equal opportunity policy in the District. Please refer to Employee Discrimination Complaint Procedures in the following District policy:

http://www.ecasd.k12.wi.us/cms_files/resources/boardpolicy511-Rule.pdf

2.03 Fair Labor Standards Act

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements under the Fair Labor Standards Act [FLSA]. For non-exempt employees, issues concerning overtime, compensatory time off, and minimum wage are found at: <http://www.opm.gov/flsa/>.

2.04 Family and Medical Leave Act

- A. Notification of Benefits and Leave Rights: Since the District has an employee handbook, information concerning FMLA entitlements and employee obligations under the FMLA are included in the Handbook as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a) (1).
- B. Eligibility Notice. When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).
- C. Rights and Responsibilities Notice. The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, Notice of Eligibility and Rights & Responsibilities (FMLA), available at <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>.

- D. Designation Notice. The District shall “inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA.” U.S. DEPT OF LABOR, Designation Notice (Family and Medical Leave Act), available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).
- E. Full FMLA Law and regulations are available at <http://www.dol.gov/whd/fmla/index.htm> and http://dwd.wisconsin.gov/er/family_and_medical_leave.
- F. FMLA Procedure: An employee who requests FMLA must fill out the Employee Request Form, unless impracticable. Employee is also required to turn in a Medical Certification Form. All forms are available on the Human Resources-FMLA webpage. Employee will receive the Notice of Eligibility and Rights & Responsibility and if eligible, the Designation Notice. While using FMLA, employee leave balances will be deducted beginning with sick time, personal time, vacation time (if applicable), unless otherwise requested.

2.05 Immigration Law Compliance

The District is committed to employing only 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.

2.06 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 (section 2.01). Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts 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; and/or,
- 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 he or she has been the subject of harassment or bullying or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures. 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. Employees have up to 300 calendar days to report an alleged incident(s) of discrimination/harassment/bullying. 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.

Section 3 – General Employment Practices and Expectations

3.01 District Expectations

The District expects its employees to 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 comply with all applicable Board policies, work rules, job descriptions, terms of this Handbook and legal obligations.

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

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

3.02 Accident/Incident Reports

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

3.03 Attendance

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

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

- A. All absences should be reported in AESOP (before 6 a.m.) or on the appropriate absence forms.
- B. Employees will have planned absences approved by their supervisors and, when applicable, fill out absence slips upon returning to work.

Any time spent not working during an employee's scheduled day must be accounted for in AESOP or on the appropriate absence forms. The District will monitor attendance and absence patterns. Falsification of records and/or improper modification of time worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an

absence and failure to report to work on such day could result in disciplinary action up to and including termination.

3.04 Bulletin Boards

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

3.05 Child Abuse Reporting

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

- A. Any school employee who has reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child, seen by the person in the course of professional duties, has been threatened with abuse or neglect, and that abuse or neglect of the child will occur, shall report as provided for below in B.
- B. A person required to report shall immediately inform, by telephone, in writing, or personally, the applicable District administrative personnel and the county department of Human Services (or police) of the facts and circumstances contributing to a suspicion of child abuse or neglect or of unborn child abuse or to a belief that abuse or neglect will occur.

3.06 Communications

District employees are expected to abide by the following rules when using information technology 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 or designee. Such permission must be specified in the document or must be obtained directly from the copyright holder or designee in accordance with applicable copyright laws, District policy, and administrative regulations.
 4. A user must not knowingly attempt to access educationally inappropriate material. If a user accidentally reaches such material, the user must immediately back out of the area on the Internet containing educationally inappropriate material.
 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:** Employees are prohibited from communicating with students who are enrolled in the District through electronic media, except as set forth herein. An employee is not subject to this prohibition to the extent the employee has a pre-existing social or family relationship with the student.
1. For example, an employee may have a pre-existing relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. The following definitions apply for purposes of this section on Electronic Communication with Students:
 2. "Authorized Personnel" includes classroom teachers, counselors, principals, assistant principals, directors of instruction, coaches, campus athletic coordinators, athletic trainers, and any other employee designated in writing by the Superintendent or a building principal.
 3. "Communicate" means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to District regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.
 4. "Electronic media" includes all forms of social media, such as, but not limited to, the following: text messaging, instant messaging, electronic mail (email), Web logs (blogs), electronic forums (chat rooms), video sharing Websites (e.g., YouTube™), editorial comments posted on the Internet, and social network sites (e.g., Facebook™, MySpace™, Twitter™, LinkedIn™), and all forms of telecommunication such as landlines, cell phones, and web-based applications.
- D. **Limited Electronic Communication with Students:** Authorized Personnel may communicate through electronic media with students who are currently enrolled in the District within the following guidelines:
1. The employee shall limit communications to matters within the scope of the employee's professional responsibilities.
 2. If an employee receives an unsolicited electronic contact from a student that is not within the employee's professional responsibilities, the employee is expected to reply to the student one time. That response should indicate that the student's communication is not within the employee's professional responsibilities and that no further communications will take place

- between that student and the employee. After that communication, the employee shall not respond to the student using any electronic media except to address a health or safety emergency.
3. The employee is prohibited from communicating with students through a personal social network page; the employee must create a separate social network page (“Professional page”) for this purpose. The employee must enable administration and parents to access the employee’s professional page.
 4. Only a teacher, coach, trainer, or other employee who has an extracurricular duty may communicate with students through text messaging. The employee may communicate only with students who participate in the extracurricular activity over which the employee has responsibility.
 5. Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more currently-enrolled students.
 6. The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, including:
 - a. prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student;
 - b. confidentiality of student records; and,
 - c. confidentiality of other District records, including educator evaluations, credit card numbers, and private email addresses.
 - d. Upon written request from a parent, the employee shall discontinue communicating with the parent’s minor student through email, text messaging, instant messaging, or any other form of one-to-one communication.
 - e. An employee may request an exception from one or more of the limitations above by submitting a written request to his/her immediate supervisor.
- E. Retention of Electronic Communications and other Electronic Media: The District archives 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 Board policy. These provisions are not intended to limit or restrict electronic recordings involving authorized investigations conducted by District personnel, or authorized agents of the District, or electronic recordings that are authorized by the District, (e.g. surveillance videos, extracurricular activities, voicemail recordings).
- G. Compliance with Federal, State and Local Law: For all electronic media, employees are subject to certain state and federal laws, local policies, and administrative regulations, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off District property. These restrictions include:

1. Confidentiality of student records.
 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.

3.07 Confidentiality

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. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

3.08 Conflict of Interest

The School Board and District employees shall avoid conflicts of interest related to their roles and responsibilities associated with the Eau Claire Area School District (ECASD or District) and to their private lives. Please refer to the following board policy for additional information:

http://www.ecasd.k12.wi.us/cms_files/resources/153.pdf

http://www.ecasd.k12.wi.us/cms_files/resources/boardpolicy524.pdf

3.09 Copyright

A variety of machines and equipment for reproducing materials to assist staff in carrying out their educational assignments are available to staff in both the school and home setting. Infringement on copyrighted material, whether prose, poetry, graphic images, music audiotapes, video or computer-programmed materials, is a serious offense against federal law, a violation of Board policy and contrary to ethical standards required of staff. All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright shall be directed to the Library Media Coordinator.

3.10 Criminal Background Checks

The Board is committed to maintaining a safe environment for students and staff. Conviction records of persons recommended for employment, volunteering, student teaching or other adults who have the potential to have unsupervised contact with students in the District will be obtained and reviewed. The Board also reserves the right to obtain and review conviction records of any and all current District employees.

In advance of employment, all individuals applying for a position are required to file, in writing on District forms, a statement identifying whether the applicant:

- A. Has been convicted of a misdemeanor or felony in this state or any other state or country; and
- B. Has been dismissed or non-renewed, or has resigned from employment in-lieu-of a potential dismissal or non-renewal, for any of the following causes: failure to meet the employers' performance expectations, incompetence, inefficiency, neglect of duty, and/or unprofessional conduct or insubordination. Knowingly falsifying information shall be sufficient grounds for termination of employment.
- C. Additionally, all persons applying for any position shall be required to:
 - 1. Agree to the release of all investigative records to the Board for examination for the purpose of verifying the accuracy of criminal violation information.
 - 2. Submit to criminal history records checks to be conducted by the Human Resources Department.

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

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

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

- A. crimes involving school property or funds;
- B. crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- C. crimes that occur wholly or in part on school property or at a school-sponsored activity;
- D. a misdemeanor which involves moral turpitude (e.g., an act or behavior that gravely violates moral sentiments or accepted moral standards of the community); or
- E. a misdemeanor which violates the public trust.

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or 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 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 his/her contract. Nothing herein shall prohibit the District from placing an employee on administrative leave or from suspending an employee based upon an arrest, indictment or conviction.

3.12 District-Wide Sick Leave Donation Bank

The District-Wide Sick Leave Donation Bank (Donation Bank) is intended for employees who have exhausted all paid leave but otherwise meet the criteria for use of sick leave. The Donation Bank may be available when an employee or a member of the employee's immediate family (as defined by the employee handbook) has a serious illness or injury.

- A. The Donation Bank is subject to the following limits:
 - 1. The District reserves the right to determine in its discretion whether an employee shall be eligible to apply for additional paid leave through the Donation Bank. In general, the Donation Bank process determines whether up to 60 additional days of leave shall be paid, but does not make the initial determination of whether an employee may take such additional leave.
 - 2. The District retains the right to suspend or modify the Donation Bank process as necessary on a case by case basis to comply with Board Policy, employment contracts, or applicable law.
 - 3. Leave that is provided on a paid basis through the Donation Bank process is discretionary with the employee group reviewing the request. "Donation Bank" refers solely to the process described herein and such leave does not accumulate or accrue to any employee. In addition, sick leave is transferrable to other personnel only to the extent specifically authorized under the Donation Bank process, may be used only as stipulated in District policy, and shall not constitute a vested benefit unless specifically authorized by District policy.
 - 4. The Donation Bank process is purely voluntary. Employees may participate and make related disclosures of personal information to other employees in support of their application for Donation Bank payments, or may refrain from doing so in their discretion. Therefore, participants agree to waive any and all claims and hold all others harmless for any and all matters related to their voluntary participation in the Donation Bank process.
- B. The following rules govern the utilization of the District-Wide Sick Leave Donation Bank:
 - 1. The requesting employee must have exhausted all of their paid leave.
 - 2. The requesting employee must contact the Executive Director of Human Resources to apply for use of the Donation Bank. The Executive Director or his/her designee will determine whether it is appropriate to grant the requesting employee additional leave and, if so, the additional leave time authorized.
 - 3. If the Executive Director or his/her designee authorizes additional leave, the Executive Director and a representative committee of employees from all employee groups shall determine whether Donation Bank payments will be preauthorized, fully or in part, for approved leave, up to the maximum number of days established herein for the Donation Bank. The Executive Director and the representative committee of employees shall serve as the governing board that makes preauthorization determinations for one calendar year. In the event preauthorization is granted, the requesting employee has the option to determine if their name is used in the request for donated days.
 - 4. The requesting employee's work group shall be given the first opportunity to donate one-half to one paid-leave day, per person to the Donation Bank. Donations of up to 20 days are accepted. If 20 days are not received, the opportunity to donate is opened to the remaining employee work groups in the District until the first 20-day limit is met. If the requesting employee needs additional leave after the first 20 days, this process may be repeated two times, for a total of 60 donated days for any one employee within a given school year. All

employees are limited to donating up to one full day in a given school year. (Work groups are defined as (1) Administrators, (2) Buildings and Grounds, (3) Certified Staff, (4) Classified Staff, (5) Food and Nutrition, and (6) Non-Affiliated.)

5. In the event that a requesting employee does not use all 20 days during the anticipated absence, the requesting employee will “bank” those days into their own sick leave account for future sick leave use.
6. Donations are based on a “day-for-day” basis. Consequently, a donated day of paid sick leave has the value of one day’s pay for the employee that uses Donation Bank leave. This protocol is based on placing employees in the following groups according to the hours worked per day:

Group A – Half- day Employee (.50 day)

Employees who work an average of 30 minutes to 3.9 hours per day

Group B – Full-day Employee (1.0 day)

Employees who work an average of 4 hours to 8 hours per day.

The following is an illustration of how the donation schedule works based on half-day and full-day employees donating days within Group A and Group B.

A gives 1.0 to A = 1.0 day

A gives 1.0 to B = .50 day

B gives 1.0 to B = 1.0 day

B gives .5 to B = .50 day

B gives .5 to A = 1.0 day

B gives 1.0 to A = 2.0 days

3.13 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 the following board policy for additional information:

http://www.ecasd.k12.wi.us/cms_files/resources/742.pdf

3.14 Drug, Alcohol, and Tobacco-Free Workplace

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

- A. Prohibited Acts - Drugs and Alcohol: The manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision.
- B. Tobacco Products: Employees shall not use tobacco products on District premises, in District vehicles, nor in the presence of students at school or school-related activities. Employees who violate this policy will be subject to disciplinary action, up to and including termination from employment. § 120.12(20), Wis. Stats.
- C. Drug-Free Awareness Program: The District shall distribute drug-free awareness information to employees regarding the dangers of drug abuse in the workplace, the District’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (Drug-Free Workplace and 41 U.S.C. § 702(a) (1)).

- D. **Reasonable Suspicion Testing:** All employees shall be required to undergo alcohol and drug testing at any time the District has reasonable suspicion to believe that the employee has violated the District's policy concerning alcohol and/or drugs. Reasonable suspicion alcohol or drug testing may be conducted when there is reasonable suspicion to believe that the employee has used or is using drugs or alcohol prior to reporting for duty, or while on duty, or prior to or while attending any District function on or off District property. The District's determination that reasonable cause exists must be based on specific, contemporaneous, accurate observations concerning the appearance, behavior, speech or body odors of the employee. A supervisor must make the observations. Refusal to consent to testing will result in disciplinary action, up to and including termination of employment.
- E. **Additional Testing and Requirements:** Employees required to possess a commercial driver's license may be required to undergo additional drug testing in accordance with relevant law, Board policy, and administrative rules. Furthermore, before working for the District, a driver must complete and turn in the "Acknowledgement and Acceptance of Driver Alcohol and Drug Testing Policy/Procedures."
- F. **Consequence for Violation:** Employees who violate the District's policies and rules regarding alcohol or drug use shall be subject to disciplinary sanctions. Such sanctions may include referral to drug and alcohol counseling or rehabilitation programs or employee assistance programs, discipline or discharge from employment with the District, and referral to appropriate law enforcement officials for prosecution. Compliance with the District's policies and rules is mandatory and is a condition of employment.
- G. **Notification of Conviction:** As a further condition of employment, an employee who is engaged in the performance of a federal grant shall notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than three days after such conviction. Within ten days of receiving such notice – from the employee or any other source – the District shall notify the federal granting agency of the conviction. 41 U.S.C. 702(a) (1) (D). After receiving notice from an employee of a conviction for any drug statute violation occurring in the workplace, the District shall either (1) take appropriate personnel action against the employee, up to and including termination of employment, or (2) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency. 41 U.S.C. 703 [This notice complies with notice requirements imposed by the federal Drug-Free Workplace Act (41 U.S.C. 702)].
- H. **Employee Assistance Program:** The employee assistance program (EAP) is a voluntary work-site program to assist employees affected by behavioral, medical or productivity concerns or problems. EAP helps in the prevention, identification and resolution of these problems and concerns. To reach the EAP coordinator in the District, please contact the Executive Director of Human Resources and/or his/her designee. For specific EAP services, the EAP provider may be contacted directly.

3.15 Emergency School Closures

During an Emergency School Closure Day, specifically identified positions are critical to the operation of the District. The responsibilities and expectations of these positions make it necessary for the employees holding these positions to report to work as close to their start time as possible based upon safety considerations. The identified positions include:

- Buildings and Grounds
- Directors
- Executive Administrative Assistants
- Executive Directors
- Financial Systems Manager

- Head Principals
- Kitchen Managers
- Network Manager
- Student Information Manager
- Superintendent of Schools

Employees in all remaining positions are to use professional judgment in determining if and when to report to work. In the event an employee does not report to work, no loss of pay shall be suffered if the employee was in attendance at work either the day prior to or the day after the Emergency School Closure Day. If an employee is absent the day before and the day after the Closure Day, the employee will be charged for the absence for the same reason as the other absences.

Employees who work school-year, hourly positions are not to report on any and all subsequent closure days, after the first two, as the subsequent days are required to be made up and, therefore, the hourly employees would be compensated for those days at the end of the school year when the days/hours are actually worked.

Employees who work school-year, contracted positions are not to report to work on any and all subsequent school closure days, after the first two, as these employees are required to work their designated number of days as determined by their individual contract. The subsequent closure days will be made up at the end of the regular school calendar.

3.16 Employee Identification Badges

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

3.17 False Reports

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

3.18 Financial Controls and Oversight

The employee shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, and/or the Superintendent or 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 law. Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

3.19 Fraud and Financial Impropriety

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

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

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

3.20 Gifts and Sale of Goods and Services

The Eau Claire Area Public School District appreciates the generosity of booster clubs, parent-teacher organizations, service groups, community organizations, and individuals who donate gifts that will enhance and extend the work of the schools. Please refer to the following board policy:

http://www.ecasd.k12.wi.us/cms_files/resources/boardpolicy840-Rule.pdf

http://www.ecasd.k12.wi.us/cms_files/resources/boardpolicy525.pdf

3.21 Investigations

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

3.22 Licensure/Certification

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

3.23 Operators of District Vehicles, Mobile Equipment 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. 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 his/her 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. See WIS. STAT. § 121.52(2).
- E. Personal Transportation Utilized for School Use: A minimum of private car transportation will be utilized. Employees must notify and receive approval from the building principal prior to transporting students in private cars for school activities. Such approval shall be in compliance with all applicable state and federal laws and administrative code provisions and shall include, but not be limited by enumeration, a review of the employee's driving record and an examination of the vehicle. See Wis. Stats. § 121.555.
 1. Car Insurance—Employees who transport students for school activities in their cars shall carry minimum insurance policy limits of \$500,000 combined single limit (CSL) liability, \$250,000/\$500,000 bodily injury and \$100,000 property damage.
 2. Personal Vehicle Reimbursement—Damage to personal vehicles while used as authorized above for transporting students for school activities may be reimbursed by the District, in its discretion, provided the District's maximum reimbursement shall not exceed the deductible amount to a maximum deductible amount of five hundred dollars (\$500.00). No such reimbursement shall be provided where the employee is found to be liable in any degree for the damage to the personal vehicle.
 3. All transportation will be done in accordance with Board policy.

3.24 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. Personnel shall not be prohibited from holding employment outside the District as long as such employment does not interfere with assigned school duties as determined by the District. An employee will 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 non-school employment.

3.25 Personal Appearance/Staff Dress Code

District employees are judged not only by their service but also by their appearance. It is the District's expectation that every employee's appearance is consistent with the high standards we set for ourselves as a District. 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. At a minimum, staff is expected to follow the district student dress code policy.

The District requires buildings and grounds staff to wear uniforms provided by the school system. Appropriate safety gear shall also be worn by all employees at all times as deemed necessary. Any designated employees (e.g., custodial, cleaning, maintenance, food service), shall not wear open-toed or slip-on shoes during regular work hours.

3.26 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.

3.27 Personnel Files

An employee shall have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of his/her personnel file while in the presence of an administrator or his/her designee. The employee shall be entitled to have a representative accompany him/her during such review. This examination must be accomplished in the presence of the person officially charged by the Superintendent with custody of those files. The removal of this file from the safekeeping place will be done by the official file custodian. The employee's personnel file or any part thereto may not be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in § 103.13(6), Wisconsin Statutes. Employees will be provided with a copy of any document before the document is placed in the employee's personnel file.

After reviewing his or her personnel records, the employee has the right to request that records he or she believes to be inaccurate or obsolete be removed from his/her file. If the District denies the request, the employee has the right to file a written rebuttal statement and have that rebuttal attached to the disputed record. If the District intends to release the disputed record to a third party, the

District must also release the attached employee rebuttal statement to the third party. § 103.13(4) Wis. Stats.

3.28 Staff – Student Relations

All District personnel will recognize and respect the rights of students, as established by local, state, and federal law. Employees shall, at all times, maintain a professional relationship and exhibit a professional demeanor in their interactions with students. Further, employees shall refrain from engaging in any actions or conduct of a sexual nature (verbal or physical) directed toward a student, including, but not limited to, sexual advances, activities involving sexual innuendo, or requests for sexual favors or sexually explicit language or conversation. Employees shall not form inappropriate social or romantic relationships with students, regardless of whether or not the student is 18 years old. Employees shall not use profane or obscene language or gestures in the workplace.

3.29 Physical Examination

- A. Examination: Upon initial employment and thereafter, physical examinations shall be required of District employees in accordance with section 118.25 of the Wisconsin statutes. Upon initial employment, evidence that the employee 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.

3.30 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. No school employee shall, (1) in the presence of any student, and (2) during hours for which pay is received or while the employee is otherwise acting within the scope of their employment, engage in any activity for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action. When not engaged in the performance of their duties (e.g., during designated break periods) and when no students are present, employees who are at a work location may engage in private conversations with non-students or in other personal activities that address, for example, political topics.
- B. During established hours of employment or while an employee is engaged in his/her official duties, no employee or other person may solicit or receive from any employee any contribution or service for any political purpose, where a “political purpose” includes an act done for the purpose of influencing the election or nomination for election of a person to office. Furthermore, no person may enter any District property to request, make or receive a contribution for a political purpose.
- C. No school employee shall use in any way the school 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. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.

- E. This section does not apply to 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.

3.31 Severance from Employment

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

- A. termination pursuant to the terms of this Handbook and the employee's individual contract, if applicable;
- B. voluntary resignation;
- C. retirement;
- D. nonrenewal of the employee's contract, [only applicable to employees where nonrenewal rights are provided under Wisconsin statutes];
- E. failure to return to work following an offer of reemployment subsequent to a reduction in force within fourteen (14) calendar days of receipt of a reemployment offer [only applicable to employees where a reemployment process is expressly provided for in other sections of this Handbook];
- F. the employee having been on reemployment opportunity status for twenty-four (24) consecutive months [only applicable to employees where a reemployment process is expressly provided for in other sections of this Handbook];
- G. failure to return to work the day following the expiration of an authorized leave of absence;
- H. failure to notify employer of absence (no call/no show-3 incidents within a 3 month time period);
or
- I. job abandonment.

3.32 Solicitations

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

http://www.ecasd.k12.wi.us/cms_files/resources/boardpolicy524-Rule.pdf

3.33 Employee (Whistleblower) Protection

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

3.34 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 employee submits to ECASD as retirement date could cause issues with annuity payments. Please be sure to give the same retirement date to WRS and ECASD. Retirement information for each employee group are located in Parts II, III, IV and V.

3.35 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 Part I, Section 3.26 (B).

3.36 Work Made for Hire

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

3.37 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: Fire safety is an essential element of having a safe working environment. 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; and
 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 or his/her designee, who shall acknowledge receipt of such report and keep the staff involved informed of action taken.
 1. "Injury" means physical harm to an employee caused by accident or disease in the performance of duties by the employee.
 2. "Performance of duties" means duties performed within the employee's authorized scope of employment and performed in the line of duty.

- D. Notification of Safety and Health Standards: Wisconsin Statute § 101.055 requires the Wisconsin Department of Safety and Professional Services to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards 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 the Part I, Section 5 of this Handbook to address the workplace safety issues as defined in subsection H, below. The employee may, in his/her discretion also file a complaint with the state Division of Equal Rights within thirty (30) days if the employee believes a violation of the first sentence of this paragraph occurred. See WIS. STAT. § 101.055; Public Employee Safety and Health, available at <http://commerce.wi.gov/sb/docs/SB-PubSectSafEmployeePoster9301.pdf>
- 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: WIS. STAT. §§ 120.13(1), 948.60, .605, .61.
1. This prohibition does not apply where state law prohibits a school district from restricting any individual's right to possess a firearm or other weapon in a location covered by this policy (e.g., law enforcement officers possessing a firearm or other weapon on school grounds 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.

3.38 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 (see Part I, Section 3.37 (F));
 9. stalking; or,
 10. any other act that a reasonable person would perceive as constituting a threat of violence.
- D. Reporting Procedure: An employee, who is the victim of violence, believes he/she has been threatened with violence, or witnesses an act or threat of violence towards anyone else shall take the following steps:
1. If an emergency exists and the situation is one of immediate danger, the employee shall contact local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect him/her 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 or his/her 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 his/her supervisor. The supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.
- E. Investigation and Investigation Findings: The District will investigate all complaints 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 him/her is also prohibited.

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

Section 4 – Management Rights

4.01 Delineation of Rights

Management (the School Board and administration) retains all rights of possession, care, control and management that it has by law, and retains the right to exercise these functions. The exercise of such powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the precise extent such functions and rights are explicitly, clearly and unequivocally restricted by the express terms of this Handbook 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; and
- M. To contract out for goods and services provided that current staffing levels are not reduced.

4.02 Sole Basis

This section describes the rights of management and does not describe any rights of employees (union or non-union). Accordingly, an employee(s), may not bring any charge of a Handbook violation in any forum based solely on this management rights section.

Section 5 – Grievance Procedure

5.01 Purpose

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

5.02 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 Handbook regarding the violation of this 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 Handbook that was allegedly violated for working conditions grievance only);
 4. The relief sought;
 5. One or both 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 his or her 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 School District. An employee includes regular full-time, part-time, and limited term individuals. All other individuals employed by the District, such as casual employees, and short-term 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; and
 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. See Part I, Section 3.37 (H) 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; or
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 Part I, Section 1.02 (G) of this document.

5.03 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 his/her 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 his/her 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.

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 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, he/she 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, he/she 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 Superintendent and the grievant/grievant's representative. That determination may include use of Wisconsin Employment Relations Commission personnel or other agreed upon individuals. Any costs incurred by the IHO shall be paid by the School District. 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 School 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 Board 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.

5.04 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 that 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.

5.05 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 Board policy or directive, to resolve the matter.

5.06 Insurance Benefits Following Nonrenewal

Please see Part I, Section 16.10, COBRA, for a full explanation of insurance continuation options.

Section 6 – Pay Periods

6.01 Payroll Cycle

- A. School Year Employees: School year employees 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 the fiscal year and begin in July and end the following June.

6.02 Payroll Dates

The school 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.

6.03 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 by submitting the appropriate form to the payroll office. Direct deposit changes take 2 payroll periods to take effect.

6.04 Definitions for Payroll Purposes Only

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

6.05 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 Vehicle offered by a vendor listed as a District-approved vendor, as required by the IRS Code and as directed by the District's plan document.
- D. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the Savings Program.

Section 7 – Compensation and Expense Reimbursement

7.01 Mileage Reimbursement

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

Section 8 – Worker’s Compensation

8.01 Worker's Compensation Coverage and Reporting Responsibilities

All employees shall be covered by Worker's Compensation Insurance. Any employee who is injured on the job shall report the injury to his/her immediate supervisor prior to seeking medical attention if at all possible. In the event of an emergency, the employee shall notify his/her immediate supervisor within twenty-four (24) hours after the occurrence of the injury or as soon as practicable. The employee shall comply with the accident/injury reporting procedures established by ECASD and/or its worker’s compensation insurer.

- A. ECASD utilizes Administrative Protocols pertaining to appropriate early return-to-work/stay-at-work (RTW/SAW), and temporary alternate duty assignments. Employees whose injuries may necessitate a period of temporary total disability or temporary partial disability shall comply with the elements of these protocols that are consistent with the health care providers’ recommendations for a safe early RTW/SAW. RTW restrictions are required to be followed during business and non-business hours, until End of Healing is declared by employee’s Occupational Medicine provider.
- B. ECASD may use its discretion as necessary in the course of administering its procedures and policies related to worker’s compensation matters.
- C. ECASD reserves the right to implement other related policies or administrative protocols that it may determine to be necessary. These may include, but are not limited “Fitness for Duty examinations”. See Part I, Section 3.29 (B).

8.02 Benefits While on Worker's Compensation

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

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 Part I, Section 16.10. 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.

8.03 Injuries Not Covered by Worker’s Compensation

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

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

Section 9 – Leave Calculation Definition

For sections 10-15, all employee leave days shall be calculated in the following manner:

$FTE \times 8 \text{ hours} \times \# \text{ leave days} = \text{total amount of leave}$

Example: 1.0 FTE \times 8 hours \times 10 or 12 days of sick leave = 80 or 96 hours of sick leave

Example: .5 FTE \times 8 hours \times 10 or 12 days of sick leave = 40 or 48 hours of sick leave

Section 10 – Sick Leave

10.01 Sick Leave Earned

- A. 12 Month Employees: Each employee shall be credited with the equivalency of twelve (12) 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 have perfect attendance (no use of sick leave over the fiscal year) will be granted the equivalency of one additional personal or vacation day (dependent on employee group) the following year. New 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 ten (10) 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 10 days to be credited. Employees who have perfect attendance (no use of sick leave over the school year) will be granted the equivalency of one personal leave day the following year. New employees who begin work after the first day of the school year shall have their sick leave prorated.

10.02 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
 - 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.
- B. Definitions: the following definitions apply under this section:
 - 1. Child: means a natural, 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 himself or herself because of a serious health condition.
 - 2. Parent: means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse/registered domestic partner.
 - 3. Spouse: means an employee's legal husband or wife.
 - 4. Registered Domestic Partner: means that the partners have successfully been granted a Declaration of Domestic Partnership through the State of Wisconsin.
 - 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. Sick Leave Increments: Sick leave may be used in minute increments and will be recorded on an absence slip or in Aesop.

10.03 Sick Leave Accumulation

Sick leave for employees will accumulate to the equivalency of 120 days maximum.

10.04 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.

10.05 Reporting Procedure

If at all possible, each employee shall inform his/her supervisor prior to, or within an hour of his/her normal daily starting time of his/her need to be absent for one of the reasons stated in Section 10.02 (A) above. Employees who are unable to report to work shall follow the applicable procedures:

- A. All absences should be reported in AESOP (before 6 a.m.) or on the appropriate absence forms.
- B. Employees will have planned absences approved with their supervisors and, when applicable, fill out absence slips upon returning to work.

Any time spent not working during an employee's scheduled day must be accounted for in AESOP or using the appropriate absence reporting format.

10.06 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.

10.07 Sick Leave Listing

Each employee shall receive a summary of his/her sick leave usage on his/her pay stub.

10.08 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.

Section 11 – Jury Duty Leave

11.01 Jury Duty Leave

Required absence from work for jury duty will be with pay. Any pay received for this jury duty must be endorsed and submitted to the Business/Payroll Office. Employees may keep any money received for 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 he/she 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 12 – Bereavement Leave

12.01 Bereavement/Funeral Leave

Employees shall be granted up to three (3) days of bereavement leave per occurrence for absence due to a death in the immediate family. Immediate family includes: spouse/registered domestic partner, parents, children, 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.

Bereavement leave to attend funeral services for any other bereavement is allowed for up to one (1) day. Such leave will be deducted from the employee's accumulated sick leave.

If additional 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. Such time will be deducted from accumulated sick leave.

Section 13 – Personal Leave

13.01 Personal Leave for School Year Employees

All employees, other than 12-month administrators, shall be granted one day of personal leave per year, accumulative up to five (5) days with the exception of food service who can accumulate up to three (3) days. 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. The employee is responsible to request this additional day. If hired after the school year starts, personal leave time will be prorated. Accumulated personal leave may be taken consecutively. This personal day is currently paid for all employees.

13.02 Request Procedures

Proper notification of the date for personal leave shall be submitted to the supervisor, in writing, at least two (2) days prior to the date requested for such leave. In the event of an emergency or of extenuating circumstances, the two (2) day notification requirement may be waived. In such cases, however, the employee shall contact his/her supervisor no later than 6:00 a.m. When submitted at least twenty (20) school days prior to the requested date, personal leave requests requiring a substitute will be granted. Personal leave requests requiring a substitute that are submitted less than twenty (20) school days prior to the requested dates will be filled on a first come/first served basis.

13.03 Personal Leave Day Restrictions

No personal leave will be granted two weeks prior to the end of the school year without the prior approval of the Executive Director of Human Resources. Up to forty (40) total staff may take personal leave the day before and/or the day after a school vacation provided approval has been granted by the building principal or supervisor. Personal leave will not be granted on a parent-teacher conference day or on a professional development day unless prior written approval has been obtained from the supervisor and the Executive Director of Human Resources. Personal leave may not be granted if a substitute is not available.

Section 14 – Uniformed Services Leave

14.01 Uniformed Services Leave of Absence

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

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

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

14.02 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.

14.03 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. The request shall be submitted to the Executive Director of Human Resources.

Section 15 – Unpaid Leaves of Absence

15.01 Medical Leave

- A. Application Procedures: All requests for an unpaid medical leave of absence, other than emergencies, must be submitted to the District at least thirty (30) calendar days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the Executive Director of Human Resources and shall be granted or denied in his/her sole discretion and accordance with applicable law and regulation. 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 interim statements from the physician. The unpaid medical leave of absence shall not exceed one (1) calendar year, unless the employee is eligible for long-term disability benefits. If the employee is eligible for long-term disability benefits, the District shall grant an unpaid medical leave due to disability for up to a total leave period of twenty-four (24) months.
- B. Benefits During Leave:
 1. Length of service and other benefits shall not accrue during such leave.
 2. If the unpaid 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 Part I, Section 16.10.
 3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave. An employee may be required to use available applicable accrued leave prior to commencing unpaid leave.
- C. Placement upon Return from Leave: The employee shall notify the Executive Director of Human Resources of the employee's intent to return to work at least forty-five (45) calendar days prior to the expiration of the leave. If the employee does not provide such notice, he/she will be deemed to have resigned from his/her position with the District as of the expiration date of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available, as determined by the District, the employee may be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.

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

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

certification will be binding on the parties. The District will pay all costs associated with the second and third physician's certification.

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

15.02 Unpaid Leave of Absence – For Other than Medical Reasons

- A. Application Procedures: All requests for any other unpaid leave of absence, other than emergencies, must be submitted to the District at least forty-five (45) calendar days prior to the anticipated beginning of the leave. Such application will be reviewed and processed by the Executive Director of Human Resources and may be granted or denied in his/her sole discretion and in accordance with applicable law and regulation. The unpaid leave of absence shall not exceed one (1) calendar year
- B. Benefits during Leave:
 - 1. Length of service and other benefits shall not accrue during such leave.
 - 2. If the Unpaid Leave of Absence is longer than 31 calendar days, the employee may continue health and dental insurance during the leave of absence under COBRA law, see Part 1, Section 16.10.
 - 3. During the unpaid leave, the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave during the unpaid leave. An employee may be required to use available applicable accrued leave prior to commencing unpaid leave.
- C. Placement upon Return from Leave: The employee shall notify the Executive Director of Human Resources of the employee's intent not to return to work at least fourteen (14) days prior to the expiration of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position. If the former position is not available as determined by the District, the employee may be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or layoff, whichever is applicable.
- D. Failure to Return after Expiration of Leave: In the event the employee does not return to work following the expiration of the leave, and subject to applicable legal restrictions, he/she will be deemed to have resigned his/her position with the District and waived any and all rights to further employment by the District.

Section 16 – Benefits Applicable to All Employees

16.01 Flexible Spending Account

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

- A. Payment of insurance premium amounts
- B. Permitted medical expenses not covered by the insurance plan (IRC § 105) to a maximum of \$2,500 per year
- C. Dependent care costs (IRC § 129) subject to the limitations set forth in the Internal Revenue Service Code, up to \$5,000 per year.

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

16.02 Dental Insurance

The Board shall provide dental insurance to eligible employees. Eligible employees must be hired at .50% FTE, for a minimum of 6 months or more. 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.

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

16.03 Health Insurance

The Board shall provide health insurance to eligible employees. Eligible employees must be hired at .50% FTE, for a minimum of 6 months or more. 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.

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

16.04 Liability Insurance

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

16.05 Life Insurance

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

16.06 Long-Term Disability Insurance

The Board shall provide long-term disability insurance to eligible employees. The insurance carrier(s), program(s), and coverage(s) will be selected and determined by the Board. 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 Part I, Section 16.10 for additional information.

16.07 Short-Term Disability Insurance

The Board shall make short-term disability insurance available to all eligible employees. 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. See Payroll Department for further clarification.

16.08 Wisconsin Retirement System (WRS) Contributions

The Board shall contribute the employer's share. The employee shall pay the employee's WRS contribution as required by state statute.

16.09 Post-Employment Benefits

The Board shall provide post-employment benefits to eligible employees. 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 Handbook covering such employees.

16.10 COBRA Law Continuation of District Health Plan Participation

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

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

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

- D. **Premium Cost & Payment:** The cost for this extended continuation coverage shall not exceed the group rate in effect for an active group member, including the District's contribution (i.e., the total amount the employee and District have been paying for health insurance coverage). If the cost for COBRA coverage changes during an employee's participation the employee will be notified of the new premium in writing prior to its due date.
- E. **Termination of Coverage:** Employee continuation coverage may be terminated automatically if:
 - 1. The employee fails to make a monthly premium payment to the District on time;
 - 2. The employee obtains similar coverage through a different employer;
 - 3. The employee becomes eligible for Medicare and converts to an individual policy;
 - 4. The District terminates its health plan;
 - 5. The employee's guaranteed continuation period expires.

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

COBRA participants must also notify the District if they experience additional COBRA qualifying events during their COBRA term that might qualify them for additional months of extended coverage.
- F. **Disability Extension -** If an employee elects COBRA continuation coverage based on termination of employment or reduction of hours, and the employee or a qualified beneficiary from his or her family becomes disabled (as determined by Social Security) anytime within the first sixty (60) days of COBRA continuation coverage, the employee and his or her family's qualified beneficiaries may elect a special additional eleven (11)-month extension, for a total of twenty-nine (29) months of COBRA continuation coverage. To elect the eleven (11)-month extension, the employee must notify the Plan Administrator within sixty (60) days of the date Social Security determines that the employee or a qualified beneficiary from his or her family is disabled and within the first eighteen (18) months of COBRA continuation coverage.

Section 17 – Work Stoppage

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

Section 18 – Conformity to Law

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

Section 19 – Improvement Committees

- A. Each district building shall establish a building-level improvement committee. The Improvement Committee shall be made up of representatives from staff in the building, including administration. The purpose of this committee is to:
 - 1. Provide a forum for discussing concerns
 - 2. Improve building culture
 - 3. Share ideas

4. Discuss other items of general interest
 - B. The District will create an Employee Relations Committee (ERC) to serve as a clearing house for information in the Employee Handbook. The ERC will meet when necessary to review information in the Handbook and make recommendations to the Board of Education for modifications to the content of the Handbook. The Committee will be made up of representatives from each employee group in the district.

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

Section I—Professional Hours/Workday

I.01 Professional Responsibilities and Work Day

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

Education and teaching is a professional occupation. The professional staff is 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 faculty and 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, faculty, 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 or his/her designee. Staff are expected to remain in the building during established 7.25 core hours. Activities such as faculty/department/ grade level meetings, IEP meetings, student assistance, parent 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 teachers' 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.

I.02 Administratively Called Meetings

Teachers may be excused from attendance from such meetings with prior approval of building principal. It is the responsibility of the teacher to secure the information from the building principal or colleague in the event they were excused from a meeting.

Staff Meetings: Teachers 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. Teachers attend such meetings, when applicable.

I.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. Teachers normally shall be given at least thirty (30) calendar days' notice of such events. Teachers who have a co-curricular conflict or have pre-approved coursework to attend may be excused at the discretion of the Building Principal or his/her designee. Such conflict should be communicated to the applicable administrator as soon as possible before the date of the event.

I.04 Consultation with Parents

Providing opportunities to consult/communicate with our parents 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 parent/teacher conferences. Part of the home/school partnership success stems from the parent having access to their student's progress via the District's electronic grade book. It is expected that teachers will maintain an up-to-date grade book and post entries within a two-week standard.

I.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, parent-teacher conferences, workdays, etc., shall be at the discretion of the administration with consultation from employee groups.

Section 2—Professional Growth

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

3.01 General Provisions

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

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

3.02 Evaluators

Every teacher in the District will be supervised and evaluated by an administrator. The administrator may be a certified building principal, assistant principal, Superintendent, or other administrative staff. The administrator is a District employee who is a certified administrator. Prior to the first student contact day, the District will provide the employees with their placement within the supervision and evaluation rotation cycle. The District may modify this list at any time during the contract year. The employees affected by the change will be notified in writing of any changes in the evaluation list.

3.03 Evaluation Process

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

A. New to the District Teacher:

1. Is assigned a mentor up to three (3) years.
2. Mutually sets goals with supervisor for professional development.
3. Participates in goal setting conference (year one).
4. Participates in "I Can Do It" workshop (for educators in first year of employment with less than three years of experience).
5. Has three formal classroom/work setting observations with post conference during semester one of the first year. During the second and third year, two formal observations should occur. The first observation each year is required to occur prior to October 1.
6. By November 30 each year, the supervisor will have discussed the progress and status of each New to the District educator with the Association representative and Executive Director of Human Resources. Educators who are considered (by their supervisor) to be "at risk" will be notified by December 15. A written summary of progress and decisions will be provided at this time to the educator as well as the Association representative and Executive Director of Human Resources.
7. Has support, encouragement, and supervision from supervisor.
8. Receives an Annual Performance Review Conference.
9. Receives a written certified staff evaluation, which will be provided at least one week prior to the end of the contract year.

B. Educator:

1. Is a Continuing Teacher.
2. Mutually sets Professional Development goals and Supervisory Option with supervisor.
3. Has a goal setting conference with supervisor if requested.
4. Implements the Professional Development Plan, which incorporates one or more of "The 10 Wisconsin Teaching Standards."
5. Has support, encouragement, and supervision from supervisor.
6. Classroom/work setting contacts by supervisor are expected every year.
7. Educator provides documentation of growth.
8. Performance Review Conference occurs annually.
9. At least once every three years a written certified staff evaluation form will be completed, which will be provided at least one week prior to the end of the contract year.

C. Educator in Need of Assistance:

1. An educator placed on “intensive supervision” for one year. Placement to be extended at the discretion of the supervisor.
2. Educator and Association receives written notification that educator has been placed on “Intensive Supervision.”
3. Supervisory option may be prescribed.
4. Individual goals may be prescribed.
5. A goal-setting conference is required with supervisor.
6. At least three formal classroom/work setting observations (with post conferences) during the school year will occur.
7. Has support, encouragement, and supervision from supervisor.
8. Annual Performance Review Conference occurs.
9. Collegial assistance may be suggested.
10. Receives a written certified staff evaluation, which will be provided at least one week prior to the end of the contract year.

Section 4—Teacher Assignments, Vacancies, and Transfers

4.01 Teacher Assignments, Vacancies and Transfers

- A. Determination of Assignment: Teachers will be assigned or transferred by the Superintendent and/or his/her designee. Teachers shall be assigned to teach only those subjects in which they are certified.
- B. Transfer Request: During the staffing process, teachers may express in writing to the building principal their preference of:
 1. school
 2. grade level
 3. subject

If a teacher wishes to secure another position which may open during the summer, 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 website 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 job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.
- D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this 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. A request for volunteers may be used first, with certified staff next, followed by programmatic need.

4.02 Employee Resignations

- A. The teacher's contract, shall be considered binding on both parties. If for any reason a teacher asks for release from the contract, it is understood that the following conditions for release shall apply:
1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
 2. It is agreed that liquidated damages are due to the District with the sixty (60) calendar day notice of resignation as follows:
 - a. Five hundred dollars (\$500.00) if the employee's resignation is effective on or after July 1st, but before August 1st.
 - b. Seven hundred and fifty dollars (\$750.00) if the employee's resignation is effective on or after August 1, but before the start of the school year.
 - c. One thousand dollars (\$1,000.00) if the employee's resignation is effective on or after the start of the school year.
 3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by April 15, or whose resignation is tendered and effective after the end of the school year, but before July 1.
 4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.
- B. The Board in its discretion may waive the liquidated damages or refuse to accept a resignation. In the event the District chooses to waive the liquidated damages, the District shall return any damages submitted with the resignation notice to the employee.
- C. Any employee involuntarily called into service by the United States government for military duty shall not be assessed liquidated damages under this Article.

The board is not precluded from seeking and recovering the actual amount of damages from a break of individual contract.

4.03 Summer School Assignments

When possible, summer school subjects should be made known on or before May 15. All current teachers in the District may apply for summer school positions in the same manner as non-District teachers. Employees teaching summer classes shall be given a summer school session contract in accordance with § 118.21, Wis. Stats.

4.04 Extended Contracts

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

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 requested and interested in sharing their expertise at a variety of district professional development opportunities will be compensated for pre-approved presentations 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

5.01 Reduction in Force

The District retains the right to non-renew employees, in whole or in part, as described below in Section 5.03. In the event the Board determines to reduce the number of positions (full nonrenewal) or the number of hours in any position (partial nonrenewal), the provisions set forth in this section shall apply.

5.02 Notice of Reduction

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

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 nonrenewal 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 nonrenewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District directed nonrenewal under this section of the Handbook.
- C. Step Three - Selection for Reduction/Non-renewal: The elimination of a position does not necessarily mean the teacher 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: 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.

5.04 Reduction in Hours Resulting in Non-renewal

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

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 he/she is qualified, but he/she 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 nonrenewal will not be included.

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

5.06 Insurance Benefits Following Nonrenewal

Please see Part I, Section 16.10, COBRA, for a full explanation of insurance continuation options.

5.07 Professional Development and Other Training for Part-Time Employees

The District may require teachers to attend professional development and other training, either of which may occur outside of employees’ regular hours of work. Professional Development hours will be prorated based on the employee’s FTE. Additional compensation (if any) for such training shall be determined by relevant law [FLSA], and District policy.

Section 6—Professional Compensation

6.01 Total Base Wage Negotiation

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

6.02 Initial Salary Schedule Placement

Upon initial employment in the District, the Superintendent or designee, at their own discretion, will determine an initial salary for new employees.

6.03 Longevity

Effective July 1, 2010, employees with fifteen (15) satisfactory years of service to the Board as an employee shall receive a 4% increment per year in addition to the salary schedule. Employees with twenty (20) satisfactory years of service to the Board as an employee shall receive an 8% increment per year in addition to the salary schedule. This percentage will be based on the rate of \$36,591.

Section 7—Early Retirement

7.01 Early Retirement

(Committee to study in 2013-14)

Any teacher retiring under this plan shall write a letter to the Superintendent no later than April 1 of the last year of proposed regular employment expressing his/her intent to participate in the early retirement program. An exception may be approved by the superintendent and/or his/her designee in cases of provable emergency or extenuating circumstances.

Any teacher retiring under this plan shall be carried to the completion of his/her program.

Early retirement (stipend or insurance) cannot begin during the school year except for special circumstances approved by the Superintendent. 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.

7.02 Early Retirement Stipend

(Committee to study in 2013-14)

For employees hired before July 1, 2004, the Board shall offer an early retirement stipend to teachers who elect to retire, provided the teacher has attained the minimum age of 55 and has a minimum of 25 years of teaching experience (these years are years of service and not necessarily seniority years) of which fifteen (15) were in the Eau Claire Area School District. The amount of the stipend shall be 25% of \$36,591. An additional one percent (1%) of the amount will be paid for each year of service at the Eau Claire Area School District 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.

The stipend paid to full time teachers shall be paid in a manner set forth above. However, if the early retiree has taught less than full-time at some time during his/her years of service in the Eau Claire Area School District, the retiree shall have the amount figured as if the retiree was full-time and then multiply this amount by the full-time equivalence of the teacher's service at the District, on a percentage basis. The figure used for years of District service will never be larger than twenty-five (25); the percentage never exceeds 100%.

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

(Committee to study in 2013-14)

- A. Premium Contribution. The Board will provide to all early retirement program participants hospital-surgical, prescription drug, and dental insurances until the employee reaches normal Medicare age. If the employee qualifies for Medicare prior to normal Medicare age, the Board premium contribution granted under this section will be applied to a Medicare supplemental plan until normal Medicare age is attained. Except as set out above, no retiree may remain in the District's health insurance group after becoming eligible for Medicare. The District's contribution will be capped at the dollar amount in effect for similarly situated active employees in the school year following retirement unless the contribution that school year is less than the District's contribution in the year of retirement. If the District's premium contribution in the school year following retirement is less than in the year of retirement, the District's premium contribution will be the dollar amount contributed for active employees in the year of retirement. Any additional amounts for the cost of coverage shall be paid by the teacher to the District on a monthly basis.
 - I. Early retirees who retire in or after the 2009-2010 school year shall have the District's premium contribution capped at a dollar amount equal to the District's contribution to the applicable coverage in the school year following retirement;

- B. Health Insurance. For teachers 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 later than April 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 teachers 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 April 1 of the last year of proposed regular employment.

7.04 Defined Contribution (Early Retirement) for Employees Hired On or After July 1, 2008 (Committee to study in 2013-14)

Teachers 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 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).

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

Employees working under emergency 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 regular employee. Such employees will be given credit for that emergency service toward the defined contribution, including interest.

Section 8—Discipline, Termination, and Nonrenewal

8.01 Standard for Nonrenewal for Teachers

§118.22, Wis. Stats., sets out the procedures the District must follow in order to not renew a teacher's contract. In order to demonstrate that its decision to not renew a teacher's contract is performance based, the District must give the teacher notice that their performance is perceived as deficient and advise the teacher as to why their performance is not deemed acceptable. Performance deficiencies in the classroom ordinarily break down into one of three categories: 1) pedagogic inadequacies; 2) deficient subject matter knowledge; or, 3) inability to maintain a classroom environment which is conducive to learning (lack of classroom control). Prior to being nonrenewed, a continuing teacher must be placed on "intense supervision" as defined in Part II, Section 3.03 (C). Thus, in addition to notice of the perceived deficiencies, the District shall give the teacher advice as to how to correct the performance concerns and time to correct them. If the teacher fails to improve sufficiently in meeting the identified performance concerns, the administration shall make a recommendation to the Board to nonrenew unless the nonrenewal is contrary to public policy or is motivated by the fact the teacher 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 nonrenew. Four (4) votes constitute a majority vote. The nonrenewal of a teacher, under this paragraph, shall not be deemed a "termination" under the grievance procedure in District Policy.

8.02 Standard for Discipline and Termination

A teacher 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 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 Part I, Section 1.02 (G).
- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

8.03 Representation

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

Section 9 – Child Rearing Leave

- A. Application Procedures: The employee shall make written application for an unpaid child rearing leave to the Executive Director of Human Resources at least thirty (30) days in advance unless the employee is unable to provide such notice due to medical reasons, or in the case of an adoption, the employee is unable to provide such advance notice due to the placement requirements of the adoption process. The application for an unpaid child rearing leave shall include acceptable medical or legal (for adoption) verification and the anticipated date of beginning the leave and return to work. 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 employee 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. The child rearing leave is an unpaid leave.
 - 2. The employee may continue health and dental insurance during the leave of absence by remitting the full premium amounts to the District. The continuation of health or dental insurance at the employee's expense is contingent upon the health insurance carrier allowing such a benefit. If the insurance premium is not received by the 15th of each month, the employee's insurance coverage may be terminated.
 - 3. During the child rearing leave the employee shall retain accumulated paid leave, but shall not accrue any additional paid leave.
- D. Placement upon Return from Leave: The employee shall notify the Executive Director of Human Resources of the employee's intent not to return to work at least two weeks prior to the expiration of the leave. Upon return from any leave of absence, the employee may be returned to his or her former position. If the former position is not available as determined by the District, the employee shall be returned to a position equivalent in terms of percentage of contract unless the employee's percentage of contract was reduced or increased due to nonrenewal or 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 I—Scope

1.01 Scope of Employees

Employees formerly in the Classified, Buildings & Grounds, Food & Nutrition, plus specific Non-Affiliated staff in Group 6, which includes: Crossing Guards, Family Services Facilitator, Head Start Secretary, and Head Start Assistant are included in Part III.

Section 2—Hours of Work and Work Schedule

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 *Intent to Employ* 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.

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, employee's starting, lunch, and finishing times may vary in different assignments and locations. The employee's immediate supervisor will schedule working hours, break periods, and lunch periods.

2.03 Regular Work Week

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

2.04 Part-time Employees

A regular schedule of hours shall be prepared for employees who are less than 40 hours per week. Such schedule shall be made known to the affected employees. See Part I, Section 1.02 (C) for defined part-time employees.

2.05 Additional Hours and Overtime - Approval and Assignment

- A. **Approval:** In order for an employee to work beyond his or her assigned hours in any week, prior approval must be obtained from the immediate supervisor. Exceptional cases requiring overtime may be approved after the overtime is worked when all administrators/principals/immediate supervisors are unavailable and such pre-approval may cause harm to students, staff, 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 front of the employee's time card and include a signature of 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 (see Part I, Section 6.04).
- 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. Employees who work a Saturday through Wednesday shift shall be paid double time for all hours of work performed on Friday, 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.

2.06 Lunch Period

All employees who work six (6) hours or more per day will be granted to an unpaid half-hour lunch period, which shall be duty free. Buildings & Grounds employees, second and third shift, have a 30 minute paid lunch included in their eight (8) hour shift. Food & Nutrition employees who work two hours or more are entitled to their choice of free breakfast or lunch and a fifteen (15) minute, unpaid, duty-free break.

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.

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, except as noted below, shall be paid no less than two (2) hours pay. The District may, at its discretion, require such employees to work the full two (2) hour period.

Section 3—Reduction in Force, Positions, and Hours

3.01 Reasons for Reduction in Force (RIF)/Layoff

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

3.02 RIF/Layoff Notice

The District will give at least thirty (30) 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; and

- C. It will refer the employee to the RIF provision in this Handbook. RIF is defined in Part I, Section 1.02 (H).

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: Normal attrition resulting from employees retiring or resigning will be relied upon to the extent that it is administratively feasible in implementing layoffs.
- B. Step Two - Volunteers: Volunteers 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 his/her 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 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 Reduction in Force, 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. Employees, who are laid-off, do not have any right to displace or “bump” another employee.

3.04 Reduction in Hours

Employees who are reduced in hours shall not lose any benefits they have already earned. For this purpose, benefits are defined as length of service, sick leave, and vacation earned as an employee. Reduced in time employees shall be treated as part-time employees under this Handbook and shall accrue additional benefits accordingly based on their part-time status.

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 he/she is qualified, but he/she 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 shall suffer no loss of sick leave or other accrued benefits if rehired within three (3) years.

Section 4—Assignments, Vacancies, and Transfers

4.01 Determination of Assignment

Employees shall be assigned or transferred by the Superintendent or his/her designee.

4.02 Job Posting

When a position becomes vacant or a new position is created, notice of such available position shall be posted internally and externally simultaneously for a minimum of five (5) business days. The District retains the right to temporarily fill vacant positions at its discretion. Vacancies will only be posted on the District's website. A District employee, who is selected for a vacancy, may be returned to his/her former position by the immediate supervisor within ten (10) business days. The decision to return the employee to his/her position is not subject to the grievance procedure.

4.03 District Ability to Select the Most Qualified Applicant

The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this 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.

4.04 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.

Section 5—Paid Vacation

5.01 12-Month Staff

Each employee may access their total number of vacation hours by checking their most current pay stub in Employee Online. 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.

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

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, however, vacation time requested with less than five (5) business days' notice may be approved by the Superintendent and/or his/her designee. No employee may be denied the ability to take all of his or her accrued vacation during a 12-month period, but the Superintendent and/or his/her designee shall have the right to schedule vacations on a first-come, first-served basis, as necessary to accomplish work objectives.

5.03 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.

5.04 School Year Employee Transfer to 12-Month Position:

An employee of the District going from a school year position to a 12-month position will retain their earned personal days. Employee may earn vacation days based on date of hire, pro-rated to the FTE. An employee of the District going from a school year position to a 12-month position may borrow up to five days from the next years' earned vacation to ensure a maximum of five days of vacation be made available. However, should an employee's service be terminated prior to any of these borrowed days being earned, the employee shall reimburse the District for any unearned vacation he/she has taken. This shall be deducted from his/her wages as needed.

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

Any employee who terminates his or her employment for any reason, other than discharge, or any employee who transfers to a position that is not eligible for vacation, shall be entitled to the vacation pay remaining in his or her accumulation, as well as any vacation earned but not yet received. 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.

Section 6—Holidays

6.01 Holidays Defined

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

A. Employees working 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 and 10-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.

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.

6.03 Holidays Falling on Student Contact Days

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

6.04 Work on a Holiday

Except as provided in section 6.03, above, employees who work on any of the above-mentioned holidays shall be paid time and one-half for all hours worked in addition to the holiday pay. In other words, if the employees receive a different holiday date under section 6.03, 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 his/her supervisor.

6.05 Holidays during Vacation

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

6.06 Eligibility for Holiday

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

Section 7—Wage Compensation and Expenses

7.01 Uniforms, Protective Clothing and Tools

- A. Custodial Uniforms:
 - 1. All custodial employees of the District shall, at the discretion of the District, be required to wear a District approved uniform while on the job. The uniforms shall consist of a combination of jackets, gloves, and work shirts. The District shall furnish new uniforms on a schedule established by the District.
 - 2. All employees shall be required to clean and maintain their work shirts.
 - 3. The style, color, and type of fabric of said uniforms shall be determined by Administration.
- 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 Board shall provide the protective clothing and equipment necessary for employees to perform their jobs. The Board reserves the right to determine the style and the type of protective gear to be used. Any employee who receives protective gear shall be responsible for such items. All items of protective clothing shall remain the property of the Board 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 his/her 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 hand tools deemed necessary by the District will be furnished by the District without cost to the employee, except where loss due to negligence or willful destruction is apparent in which case the employee will be billed for the School District's replacement cost.
- E. Food Service Employees are required to wear effective hair restraints and shoes that are compliant with Wisconsin Food Code.

7.02 Bodily Fluid Increment

Employees other than Health Care Assistants and Special Education Assistants will neither be requested nor required to perform any task that includes possible exposure to bodily fluids. Employees other than Health Care Assistants and Special Education Assistants 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 (includes preparation) and any other situation that includes possible exposure to bodily fluids. Employees, other than Health Care Assistants, will neither be requested nor required to administer rectal Valium or any other non-oral medication.

7.03 Longevity

- A. Classified Staff, Family Services Facilitator, Head Start Secretary, and Head Start Assistant:
 - 1. An additional three percent (3%) of Step E shall be paid to employees who have worked for the Board of Education for 96 months without a break in employment.
 - 2. An additional six percent (6%) of Step E shall be paid to employees who have worked for the Board of Education for 144 months without a break in employment.
 - 3. An additional nine percent (9%) of Step E shall be paid to employees who have worked for the Board of Education for 192 months without a break in employment.
 - 4. Employees hired prior to July 1, 1978, will receive twelve (12) months of longevity for every year of employment. Employees hired after July 1, 1978, will receive one month of longevity for every month of employment.

5. Employees who were hired before July 1, 1978, will have their longevity recalculated based upon 1552 hours per year. (An employee can only get one year longevity per year worked.)
6. Employees' longevity is based on the months of employment regardless of the hours worked per day. If an employee is time-carded during the summer month(s), that time will be used to calculate longevity, provided the employee is working their regular school-year job during the summer months. When calculating longevity, a partial month will be considered as a full month.

B. Buildings and Grounds Staff:

1. For employees hired between July 1 and March 31, the anniversary date for calculating longevity will be July 1 of the fiscal year in which they are hired. For employees hired between April 1 and June 30, the anniversary date for calculating longevity will be July 1 of the fiscal year following that in which they are hired. Longevity shall be paid as follows to employees who are covered under this agreement for eight (8), twelve (12), sixteen (16), or more continuous years and have been in the employ of the Board of Education for eight (8), twelve (12), sixteen (16), or more continuous years.
2. An additional three (3) percent above the basic pay schedule shall be paid to employees with eight (8) or more years of continuous service in the employ of the Board of Education.
3. An additional six (6) percent above the basic pay schedule shall be paid to employees with twelve (12) or more years of continuous service in the employ of the Board of Education.
4. An additional nine (9) percent above the basic pay schedule shall be paid to employees with sixteen (16) or more years of continuous service in the employ of the Board of Education.

C. Food and Nutrition Staff:

1. Three percent (3%) of salary after eight (8) years of continuous service.
2. Six percent (6%) of salary after twelve (12) years of continuous service.
3. Nine percent (9%) of salary after sixteen (16) years of continuous service.
4. 1080 hours shall constitute a full year's service. Payroll will give each bargaining unit employee a copy of their accumulative hours once at the beginning of the school year.

Section 8—Job-Related Training and Licensure

8.01 In-Service Training

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

8.02 Job-Related Education and Training for Custodial Staff

The District shall, upon prior approval of the Superintendent and/or his/her designee, reimburse employees books and tuition for job related education and training, as determined by the Superintendent and/or his/her 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 his/her regularly scheduled hourly wage if the Superintendent and/or his/her designee require the employee to attend job related education and training.

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.

8.04 License Renewal Reimbursement

Special Education Assistants and Health Care Assistants who have been employed by the District as a special education assistant for at least five years and who are required by the District and by the

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

Other licenses applicable to reimbursement also follow the same expectations.

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

9.01 Evaluation

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

9.02 Procedures and Instruments

The District will orient all new employees regarding evaluation procedures and instruments. If an instrument is changed, all affected employees will be reoriented.

9.03 Frequency

The frequency of evaluation shall be annually.

9.04 Receipt of Evaluation

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

9.05 Comments, Disputes

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

9.06 Evaluators

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

Section 10—Resignation from Employment

10.01 Notice of Termination of Employment

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

his/her last day. Any employee who breaches this Section shall, at the District's discretion, forfeit any accrued benefits.

Section II—Post-Employment Benefits

II.01 Post-Employment Benefits (Committee to study in 2013-14)

	Early Retirement Insurance Hired BEFORE 7/1/2010	Defined Contributions Hired ON/AFTER 7/1/2010
Buildings and Grounds	<p>The Board of Education shall offer to provide medical insurance coverage, which consists of medical insurance premium and potential HRA contributions, and 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 Eau Claire Area School District, until the employee reaches normal Medicare age.</p> <p>The amount paid by the school district for medical/dental insurance coverage shall not exceed the contractual limit in effect one year after the time of retirement. The Board contribution shall be applied to insurance premium first; any balance shall be applied to an HRA up to \$1,000 (single)/\$2,000 (limited family/family).</p> <p>If the employee qualifies for Medicare prior to normal Medicare age, the Board contributions granted under this section shall be applied to a Medicare supplemental plan until normal Medicare age is attained (full time equivalency determined with contributions being pro-rated).</p> <p>In the event that an employee retires at age 62, the Board contributions for medical insurance coverage and dental insurance set at the time of retirement shall be paid until the employee qualifies for Medicare.</p>	<p>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-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.</p> <p>Employees working under emergency 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 regular employee. Such employees will be given credit for that emergency service toward the defined contribution, including interest.</p>
Classified	<p>Early Retirement Insurance Hired BEFORE 7/1/2012</p> <p>Same as above.</p>	<p>Defined Contributions Hired ON/AFTER 7/1/2012</p> <p>Same as above.</p>
Food and Nutrition	<p>Early Retirement Insurance Hired BEFORE 7/1/2010</p> <p>Same as above.</p> <p>In the event that an employee retires at age 62 or older, the contribution set at the time of retirement will be paid until the employee qualifies for Medicare.</p>	<p>Defined Contributions Hired ON/AFTER 7/1/2010</p> <p>Same as above.</p>
Non-Affiliated	<p>Early Retirement Insurance Hired BEFORE 7/1/2008</p> <p>Same as above.</p>	<p>Defined Contributions Hired ON/AFTER 7/1/2008</p> <p>Same as above.</p>

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 Part I, Section 16.10 for additional information.

Section 12—Discipline and Discharge

12.01 Length of Probationary Period

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

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 Handbook Part I, Section 5.
- 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 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 Part I, 1.02 (G).
 - 2. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

12.03 Representation

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

Section 13—Child Rearing Leave

13.01 Child Rearing Leave (Classified Only)

An unpaid leave of absence of up to thirteen (13) months shall be granted upon request for the purpose of bearing/caring of a new-born or an adopted child. The request shall be made thirty (30) days in advance by the employee, if possible. The leave of absence shall begin at the option of the employee, and may begin prior to the birth or adoption.

Upon expiration of the leave, the employee shall return to the position held prior to the leave.

An employee on child rearing leave may continue insurance benefits by paying the cost of the premium(s). An employee on child rearing leave shall not accrue seniority.

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

Section 1—Job Responsibilities

1.01 Professional Competence

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 Board which now exist or which may be hereinafter enacted by the Board. The Board shall furnish administrators with a written copy of all rules, regulations and policies now in effect or becoming effective during the term of the administrator's contract.

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.

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.

1.04 Job Description

The Superintendent shall provide administrators with written job descriptions of each administrator's services, duties and obligations.

1.05 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. When given at least thirty (30) calendar days' notice of such events, administration should make an effort to attend or have representation present. It is understood that attending every school event is not viable.

Section 2—Work Schedules

2.01 Work Schedules for Administrative Staff

Administrative staff work schedules are set by the superintendent with the professional duties of each administrator taken into account in the setting of the work schedule. Each administrator's work schedule will be aligned with the days and term 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 associate principals, are expected to report for duty for at least eight hours each day, excluding a 30-minute lunch break. Administration schedules may vary because of staggered starting times and job responsibilities.

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

Position	Schedule
Director of Special Education & Student Services Director of Secondary Education Director of Elementary Education Director of Early Learning Program Director of Assessment & Technology Secondary School Principal	12 Months/52 Weeks
Secondary School Assistant Principal	10 Months/199 Days
Elementary Principals	207 Work Days which includes three (3) float days*
<i>*Float days are defined as days that principals use to complete tasks pertaining to the specific operation of their buildings. Float days are not meant to be used to fulfill time spent performing district professional development responsibilities. Principals will record days used as float days with their immediate supervisor.</i>	

B. The period of employment for middle and high school 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. The remaining periods of time shall be for the completion of tasks that the principal finds it necessary to complete, for "on-call" meetings, for summer school attendance and for vacation. 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. The decision as to the amount of such time required to carry out the responsibilities for the administration of the individual school is one best left to the discretion of the individual principal.

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.

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 earn 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 or his/her designee, any time during the twelve-month period. Absence reports must be filed with the immediate supervisor within thirty (30) days of use.

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

School year employees will receive the following paid holidays:

Labor Day
Thanksgiving Day
Memorial Day

Section 3—Professional Growth

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

4.01 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.

4.02 Evaluation Frequency

Administrators shall receive an evaluation each year.

4.03 Evaluators

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

http://www.ecasd.k12.wi.us/cms_files/resources/226.pdf

Section 5—Professional Compensation

5.01 Professional Compensation

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

5.02 Longevity

After 20 years of Eau Claire Area School District service, administrators will be provided longevity pay of 1.5 percent of the base pay (Step I, Track I) on the administrator's salary schedule. For employees hired between July 1 and March 31, the anniversary date for calculating longevity will be July 1 of the fiscal year in which they are hired. For employees hired between April 1 and June 30, the anniversary date of calculating longevity will be July 1 of the fiscal year following that which they are hired.

Section 6—Life Insurance

The Board shall provide life insurance to eligible administrators, as outlined in Part I, Section 16.05.

The Board of Education will pay for a term group life insurance policy for a \$65,000 universal life policy (including Head of Instruction, under Part V).

Section 7—Post-Employment Benefits

(Committee to study in 2013-14)

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 step for their current position. The base step is the 1st step of the Master's Degree Lane for that administrator's current position. For each additional year of local experience beyond ten, an administrator would receive an additional 1% up to a total of 35%. Administrators who elect early retirement will receive the benefits of the next year's settlement. 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 hospital-surgical, dental, and prescription drugs insurance to all retirees. The amount paid shall not exceed the contractual limit in effect for each of the three years following retirement. Thereafter, the amount paid would be the same rate paid the third year of early retirement (for eligible participants) and beyond until the employee reaches normal Medicare age. If the employee qualifies for Medicare prior to normal Medicare age, the Board premium contribution granted under this section will be applied to a Medicare supplement plan until normal Medicare age is attained. Except as set out above, 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 Part I, Section 16.10 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 interim/emergency 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 regular employee. Such employees will be given credit for that interim/emergency service toward the defined contribution, including interest.

- 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 no later than March 1 of the last year of proposed regular employment expressing his/her intent to participate in the early retirement program.

Section 8—Discipline and Nonrenewal

8.01 Standard for Nonrenewal for Administrators

§118.22, 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 nonrenew or the Board shall consider nonrenewal. The Board may vote to nonrenew unless the nonrenewal 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 nonrenew. Four (4) votes constitute a majority vote. The nonrenewal of an administrator, under this paragraph, shall not be deemed a "termination" under the grievance procedure in District Policy.

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 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 Part I, Section 1.02 (G).
- B. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

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 nonrenewal notice. Requests for volunteers will be sent to employees within each grade level, departmental and certification area. An employee who volunteers to be non-renewed under this section will put his/her request in writing. Volunteers will only be accepted by the District if in the District's opinion the remaining employees in the department/certification area are qualified to perform the remaining work. Volunteers will be treated as a District directed nonrenewal under this section of the Handbook.
- C. Step Three - Selection For Reduction/Layoff: The District shall select the employee in the affected grade level, department/certification area for nonrenewal [full nonrenewal or a reduction in hours]. 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.

8.04 Changes in Employment Status

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

Part V – Non-Affiliated Employees

Section I—Employee Groups and Status

I.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 to Administration Services
- Executive Assistant to Business Services
- Executive Assistant to Human Resources

Group 2-Exempt*:

- Director of Buildings & Grounds
- Director of Food & Nutrition
- Head of Instruction

Group 3- Exempt*:

- Building Services Manager
- Facilities Planning Manager
- Finance Manager
- HR System & Project Specialist
- Kitchen Manager
- Payroll Manager
- Purchasing Manager
- Safety Coordinator
- Senior Accountant

Group 4-Exempt*:

- Financial Systems Manager
- Student Information System Manager
- High School Technology Coordinator
- Middle School Technology Coordinator
- Network Engineer
- Network Manager
- Technology Repair/Support Supervisor

Group 5-Exempt*:

- ELI Family & Community Partnership Coordinator
- Special Education Parent Facilitator
- Title VII Coordinator

Group 6-Non-Exempt:

- Early Learning-Family Services Facilitator+
- Headstart Secretary+
- Headstart Classroom Assistant+
- Title I Reading Partnership Coordinator

*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 Handbook Language in Part 1 and Part 3.

Section 2 – Group I Non-Exempt Employees

2.01 Work Schedule & Hours of work

- A. Length of contract: Administrative/executive assistants are employed on a 12-month basis.
- B. Flex Time: It is understood that Administrative/executive assistants have many work obligations outside of the school day and will be allowed to conduct personal business during the work day when necessary.
- C. Overtime:
 - 1. Approval: Prior approval must be obtained 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.
- D. Compensatory Time: In lieu of overtime pay, employees may choose to receive compensatory time off. Compensatory time off may be taken by mutual agreement between the employer and the employee. One and one-half (1.5) hour of compensatory time off will be granted for each one (1) hour of work above forty (40) hours per week. Time worked over forty (40) hours per week does not include sick, vacation, holiday, compensation or personal leave time or any other paid time off. Compensatory time must be used prior to the end of the fiscal year (June 30).
 - 1. The agreement must be reached and accepted before the employee performs the work compensable as overtime. A copy of the written record must be documented and kept by both the employee and immediate supervisor. Agreement must provide for overtime hours to be compensated at a rate of not less than time and one-half for each overtime hour worked.
 - 2. The employee may accumulate up to forty (40) hours of compensatory time off. Any overtime exceeding forty (40) hours must be paid. The employer, in its sole discretion, may pay in lieu of accrued compensatory time off at any time.
 - 3. The District may require that compensatory time off be exhausted before vacation is taken, even if this will result in accrued vacation being forfeited by the employee.
 - 4. The District may in its discretion deny a request to use compensatory time off if the employee's absence on the day requested would cause an undue disruption to the District's operations.
 - 5. If the District denies a request to use compensatory time off, it may either substitute the leave with cash compensation, or notify the employee of a suitable time in which he or she may use his or her earned compensatory time within a reasonable period of time of the original request (e.g., within two weeks of the request).

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.

2.03 Breaks

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

2.04 Holidays

Administrative/executive assistants 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

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 figured 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 his or her 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 his or her accumulation, as well as any vacation earned but not yet received. 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.
- 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.

2.06 Longevity

Longevity payments will be 3% of the current salary for 96 months; 6% of the base salary for 144 months; 9% of the base salary for 192 months. For employees hired between July 1 and March 31, the anniversary date for calculating longevity will be July 1 of the fiscal year in which they are hired. For employees hired between April 1 and June 30, the anniversary date of calculating longevity will be July 1 of the fiscal year following that which they are hired.

2.07 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.

2.08 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 his or her evaluation. The employee will be expected to sign his or her evaluation but only to acknowledge receipt of the same.
- E. Comments, Disputes: The employee may respond in writing with his or her comments attached to the completed evaluation.

2.09 Post-Employment Benefits (Committee to study in 2013-14)

- A. Insurance for Employees Hired Before July 1, 2008: The Board of Education shall offer to provide hospital/surgical, dental, and prescription drug insurance to administrative/executive assistants who have reached the age of 55 and who have worked a minimum of 15 years for the Eau Claire Area School District until they reach normal Medicare age. If the employee qualifies for Medicare prior to normal Medicare age, the Board premium contribution granted under this section will be applied to a Medicare supplemental plan until normal Medicare age is attained. The amount paid by the school district for this insurance shall not exceed the contracted limit in effect one year after 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 reaches normal Medicare age. At Medicare age, administrative/executive assistants may purchase and participate in the district supplemental insurance plan.
- 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.

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

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 hour's means that employees' hours are based upon the completion of his/her 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. Professional work hours are governed by the following:
 - 1. The core hours on starting and ending times for employees are determined by administration. The normal work week will be 40 hours.
 - 2. Employees attend administratively called meetings and all 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.
 - 3. A staff member and his/her appropriate supervisor(s) will determine the employee's hours based upon the completion of his/her duties and the needs of the District. Employees will be evaluated based upon the completion of their duties rather than on adherence to a fixed time schedule.

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 will be arranged with the immediate supervisor

3.03 Vacation

Twelve-month employees will start accumulating vacation time the first month of employment in which they are employed more than one-half the month. Up to five (5) days not used during any given year may be carried over to the next year.

Employees may schedule their vacation any time from July 1 to June 30, subject to approval by each immediate supervisor.

- A. Group 2 (with exception of Head of Instruction)and Group 4 employees (with exception of Technology Repair/Support Supervisor) 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) and Technology Repair/Support Supervisor will earn vacation based on the following schedule:

Years of Service	Vacation Days
Date or hire through 5 years	10 days
6 ^{1st} month through 9 years	15 days
1 st month of 10 th year through 19 th year	20 days
1 st month of 20 th year and thereafter	25 days

- C. Kitchen Managers are employed for 207 days (which includes 3 float days) and are eligible for five (5) vacation days.

3.04 Holidays

- A. Group 2 (*with exception of Head of Instruction*), 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 (*including Head of Instruction*) employees will receive the following three (3) paid holidays:

- Memorial Day
- Labor Day
- Thanksgiving Day

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.

3.06 Professional Organization Dues

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

3.07 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

3.08 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

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.

4.02 Evaluation Frequency

The frequency of evaluation shall be annually.

4.03 Evaluators

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

4.04 Probation Period

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

Section 5—Professional Compensation

5.01 Longevity for Group 2

Employees will be provided longevity pay after 20 years of Eau Claire Area School District Service of three percent of their current salary. For employee's hired between July 1 and March 31, the anniversary date for calculating longevity will be July 1 of the fiscal year in which they are hired. For employees hired between April 1 and June 30, the anniversary date of calculating longevity will be July 1 of the fiscal year following that which they are hired. For current employees, a one-time adjustment will be made in such manner as to not disadvantage the employee.

Section 6—Post-Employment Benefits

6.01 Post-Employment Benefits (Committee to study in 2013-14)

	Early Retirement Stipend	Early Retirement Insurance	Defined Contributions
Group 2 Director of Buildings & Grounds Director of Food & Nutrition Head of Instruction	Hired prior to 7/1/2008	Hired prior 7/1/2008	Hired on/after 7/1/2008
	<p>An early retirement stipend will be paid to employees who elect to retire at or after the age of 55 who have a minimum of 15 years' experience in district and 25 years of total experience either in education or a job related field. Up to an additional ten years may be granted for job related experience by the Executive Director of Human Resources at the time of employment. Employees retiring after 15 years of in-district and a total of 25 years of education and/or approved related experience will receive an annual stipend of 25 percent (25%) of the base salary for their position. For each additional year of experience beyond 15, up to a maximum of 25 years, an employee retiring between the ages of 55 and 62 would receive an additional 1 percent (1%), up to a total of 35 percent (35%) based on years of experience granted. Employees who elect early retirement will receive the benefits of the next year's settlement. The stipend will be paid monthly over a five (5) year term.</p>	<p>The Board of Education will provide hospital, surgical, dental, and prescription drug insurance to retired employees who elect to retire at or after the age of 55 who have a minimum of 15 years' experience in district and 25 years of total experience either in education or a job related field. The amount paid shall not exceed the contractual limit in effect the year following the year of retirement. Thereafter, the amount paid will be the same rate until the employee reaches normal Medicare age. If the director qualifies for Medicare prior to normal Medicare age, the Board premium contribution granted under this section will be applied to a Medicare supplemental plan until normal Medicare age is attained. At Medicare age, employees may purchase and participate in the district supplemental insurance plan.</p> <p>In the event of a death of an early retiree, the Board of Education will offer continuation of insurance under COBRA Law, see Part I, Section 16.10.</p>	<p>Employees 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).</p> <p>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.</p> <p>Employees working under LTE 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 regular employee. Such employees will be given credit for that LTE service toward the defined contribution, including interest.</p>
Group 3 Building Services Managers Facilities Planning Manager Finance Manager Kitchen Managers Purchasing Manager, Payroll Manager, HR System & Project Specialist Safety Coordinator Senior Accountant		Hired prior 7/1/2008	Hired on or after 7/1/2008
	N/A	<p>For employees retiring at age 55 or older, with 15 years of service to the Eau Claire Area School District, the Board will provide hospital, surgical, prescription drug, and dental insurance until they reach normal Medicare age. If the employee qualifies for Medicare prior to normal Medicare age, the Board premium contribution granted under this section will be applied to a Medicare supplemental plan until normal Medicare age is</p>	<p>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).</p> <p>Employees working less than full-time shall have their defined contribution prorated to correspond to their full-time equivalency. The amount</p>

		attained. The amount paid for this insurance shall not exceed the contractual limit in effect one year after retirement. At Medicare age, employees may purchase and participate in the district supplemental insurance plan.	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 who are rehired the following school year on a regular contract will have their defined contribution created at such time as they become a regular employee. Such employees will be given credit for that LTE service toward the defined contribution, including interest.
Group 4A Financial System Manager Student Information System Manager		Hired prior to 7/1/2008	Hired on or after 7/1/08
	N/A	Same as Group 3.	Same as Group 3.
Group 4B Network Engineer High School Technology Coordinator Middle School Technology Coordinator Network Manager		Hired prior to 7/1/2008	Hired on or after 7/1/08
	An early retirement stipend will be paid to employees who elect to retire at or after the age of 55 who have a minimum of 15 years' experience in district and 25 years of total experience either in education or a job related field. Up to an additional ten years may be granted for job related experience by the Executive Director for Human Resources at the time of employment. The employee retiring after fifteen (15) years of local experience will receive an annual stipend of twenty-five (25%) percent of the benchmark salary. For each additional year of experience beyond fifteen (15) years up to a maximum of twenty-five (25) years, the employee retiring between the ages of 55 and 62, will receive an additional one percent (1%) up to a total of thirty-five percent (35%). The benchmark salary is 100% of Step one (1) of the employees' salary schedule for the following year. The stipend will be paid monthly over a five (5) year term.	The Board of Education will provide hospital, surgical, dental, and prescription drug insurance to retired employees who elect to retire at or after the age of 55 who have a minimum of 15 years' experience in district and 25 years of total experience either in education or a job related field. The amount paid shall not exceed the contractual limit in effect the year following the year of retirement. Thereafter, the amount paid would be the same rate until the employee reaches Medicare age. If the employee qualifies for Medicare prior to normal Medicare age, the Board premium contribution granted under this section will be applied to a Medicare supplemental plan until normal Medicare age is attained. At Medicare age, employees may purchase and participate in the district supplemental insurance plan.	Same as Group 2.
Group 4C Technology Repair/Support Supervisor		Hired prior to 7/1/2008	Hired on or after 7/1/2008
	N/A	Same as Group 3.	Same as Group 3.
Group 5		Hired prior to 7/1/2008	Hired on or after 7/1/2008
	N/A	Same as Group 3.	Same as Group 3.

Section 7—Discipline and Termination

7.01 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 Handbook Part I, Section 5.
- 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 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 Part I, Section 1.02 (G).
 2. Reasonableness of the penalty: The particular discipline or termination imposed by the District must not be unreasonable.

7.02 Representation

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

Section 8—Group 6 Non-Exempt

8.01 Early Learning-Family Services Facilitator, Headstart Secretary, and Headstart Classroom Assistant

- A. These positions will follow all benefits as outlined in Part III of this Handbook.

8.02 Title I Reading Partnership Coordinator

- A. Length of contract: 184 days.
- B. Salary: \$16.28/hour; increase in salary schedule is based on the Classified Employees salary.
- C. Holidays: Employee will be paid for the following holidays:
 - Memorial Day
 - Labor Day
 - Thanksgiving Day
- D. Early Retirement (**Committee to study in 2013-14**):

Insurance for Employees Hired Before July 1, 2008: For employees retiring at age 55 or older, with 15 years of service to the Eau Claire Area School District, the Board of Education will provide hospital, surgical, dental, and prescription drug insurance until they reach normal medical age. If the employee qualifies for Medicare prior to normal Medicare age, the Board premium contribution granted under this section will be applied to a Medicare supplement plan until normal medical age is attained. The amount paid shall not exceed the contractual limit in effect the year following the year of retirement. At Medicare age, employee may purchase and participate in the district supplemental insurance plan.

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).

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 interim/emergency 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 regular employee. Such employees will be given credit for that interim/emergency service toward the defined contribution, including interest.

Part VI – Co-Curricular Staff

Sections In Progress

Part VII – Substitute Employees

Section I—All Limited Term Employees (LTE)

I.01 Pre-Employment Requirements

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

I.02 Licensure and/or Permit

- A. Certified substitutes shall have the necessary license and/or permit required by state law to serve in the certified substitute assignment. In extenuating circumstances, an endorsement from a different district may be accepted.
- B. Non-certified substitutes shall have the necessary license and/or permit required by state law to serve in the substitute assignment.

I.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. School/Board Policies: A copy of the appropriate school policies shall be made available to the substitute. Board 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 teacher list if the substitute demonstrates a pattern or practice of declining assignments.
 - 2. A substitute may cancel an assignment using the automated system (if available) in advance of the current day without providing notification to the AESOP Clerk. Any substitute who abuses the cancellation privilege, in the District's discretion, may have their cancellation rights revoked.
- D. Responsibilities: The responsibilities and duties of substitutes shall be consistent with the regular employee's responsibilities and duties for whom they are substituting.
- E. Substitute Day: A substitute's day shall be determined by the district. The time assigned, excludes a duty free lunch, when subbing for a full-time staff who is absent for a whole day. A substitute's day may be less than full-time and pay will be prorated accordingly. The substitute's length of service will ultimately be determined by the District.

I.04 Dismissal/Removal from Substitute List

Substitute teachers are limited term employees (LTE) and therefore have no expectation of continued employment. As such substitute teachers may be disciplined or discharged for any reason without recourse to the grievance procedure. Substitute teachers may also be removed from the substitute call list at the discretion of the District. If a substitute is blocked from a position for poor performance, they may be removed from the District substitute call list.

I.05 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. Mileage: Substitutes assigned to replace a traveling employee, and working for the District on the same day at more than one work location, shall be reimbursed mileage at the rate set forth in the Handbook for use of their personal automobile in traveling from one District work site to another.
- C. Duty Free Lunch:
 - 1. All certified substitutes shall be provided with a daily duty-free lunch period of at least thirty (30) continuous minutes. The timing/scheduling of this duty-free lunch will be determined by administration.
 - 2. All non-certified substitutes shall be provided breaks and lunch periods consistent with the employee that the substitute is replacing.
- D. Online Services: Substitutes may be provided with network access, as determined by the District.

I.06 Filling Vacancies

- A. Substitutes shall be assigned as follows:
 - 1. Principals' requests for a given substitute shall take first precedence.
 - 2. Employees' requests for a given substitute shall take second precedence.
 - 3. After the above process has been completed, all other substitutes shall be notified of the available work.
- B. Homebound or Alternative Site Instruction
 - 1. Substitute classified staff who are contracted to provide homebound or alternative site instruction to a student of this school district, shall be compensated at the rate of \$24.00 per hour.
 - 2. Substitute tutors who are contracted to provide homebound or alternative site instruction to a student of this school district, shall be compensated at the rate of \$12.00 per hour.
 - 3. Substitute staff will be paid mileage from the student's school to the student's location and back pursuant to the terms of the *Handbook*.

I.07 Compensation

- A. Substitutes shall receive compensation for services rendered as provided below:
 - Certified Substitute working less than or equal to 362.5 hours in a year\$12.00/hour
 - Certified Substitute working greater than or equal to 362.51 hours in a year\$12.50/hour
 - Non-Certified Classified Substitute.....\$9.25/hour
 - Non-Certified Food and Nutrition Substitute.....\$9.25/hour
 - Non-Certified Buildings and Grounds Substitute\$11.87/hour
 - DHH Interpreters.....\$12.00/hour

**Part-time substitutes shall be paid on a prorated basis based on the number of hours worked.
- B. 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—Certified Substitute

2.01 Training and Evaluation

Suitable programs of training, orienting and evaluating the work of substitute teachers may be provided by the instructional staff and/or the District as appropriate. These trainings may include: AESOP, Safety, Online Application Process, Classroom Management, Employee Online, Skyward, etc.

Substitutes are evaluated based on performance. This may include feedback from teaching staff, administration, and/or students.

2.02 Long-Term Substitute Assignment

- A. When a substitute is assigned for more than twenty (20) consecutive business days in the same position, the long-term rates apply beginning on the first day. If a substitute is assigned for less than twenty (20) days, but goes over the twenty (20) days, the substitute will begin long term rate beginning on the twenty first (21) day. The substitute's hourly rate shall be computed based on the number of periods per day in a building.
- B. Responsibilities of the long-term substitute teacher shall be the same as the regular classroom teacher. When a substitute is employed as a long-term substitute teacher, or is employed at the end of the semester, and is expected to close out school records, do report cards, and inventories, he/she may be given up to one day to complete these tasks if deemed necessary by the principal. The substitute will be compensated at the applicable substitute rate.
- C. Long-term substitutes will be required to attend in-service days and will receive their long-term rate. The principal may, in his/her discretion, determine and notify the long-term substitute that he/she is not required to attend an in-service day(s) and will not be paid for that day.
- D. Long-term substitutes will be provided district email accounts and network access.

Section 3—Non-Certified Substitutes

3.01 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.