



Professional Educator  
Employee Handbook  
2024-25

APPROVED BY THE CEDARBURG SCHOOL BOARD ON: AUGUST 21, 2024

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**PURPOSE OF THE HANDBOOK**

This *Employee Handbook* is intended to provide employees with information regarding policies, procedures, ethics, expectations and standards of the District; however, this *Handbook* is not all-inclusive. This *Handbook* has been prepared for informational purposes only. None of the statements, policies, procedures, rules, or regulations contained herein constitutes a guarantee of any other rights or benefits, or a contract of employment, expressed or implied. Copies of Board Policies and Administrative Regulations are available in each administrative office and are on the District website at: [www.cedarburg.k12.wi.us](http://www.cedarburg.k12.wi.us). Employees must be aware of the policies and procedures related to their position. The rights and obligations of all employees are governed by all applicable laws and regulations, including, but not limited by enumeration to the following: Federal laws and regulations, the laws of the State of Wisconsin, Wisconsin State Administrative Code and the policies of the Cedarburg Board of Education.

The District reserves the right to modify, revoke, suspend, terminate or change any or all such plans, policies or procedures, in whole or in part, at any time with or without notice. Employees will be notified of any substantive changes to the *Handbook*, typically as an overview at the start of the school year. If substantive changes are made during the year, employees will be notified as soon as practicable thereafter.

The District also retains the right to exercise all managerial and administrative functions, responsibilities and prerogatives including, but not limited to, the right to exercise its judgment to establish and administer the policies and benefits outlined in this *Employee Handbook*, to direct and discipline its employees, and to take whatever act it deems appropriate and in the best interests of the District.

This *Employee Handbook* shall become effective immediately upon adoption by the Board and shall remain in full force and effect at all times. This *Handbook* is subservient to, and does not supersede the provisions set forth in District policies.

**Eligible Employees:** This *Handbook* is provided as a reference document for the Cedarburg School District's (hereinafter referred to as "District") "Professional Educators" (hereinafter referred to as "Educators" or "Employees") which includes regular education teachers, special education teachers, guidance counselors, library-media specialists, speech & language pathologists, occupational therapists and professional, educational positions required to have a Department of Public Instruction license to teach, counsel, supervise, direct and otherwise assist students in optimizing their educational experience. The District may, at its discretion, contract out for such services when deemed necessary and appropriate.

- A. **Full-time Educator:** Full-time educators are defined as employees with an assignment of 1.0 full-time equivalent (FTE) in a position that is expected to continue from year to year. Full-time educators are hired under a regular, renewing contract. The contract renewal/nonrenewal timelines and procedures described in Section 118.22 of the state of Wisconsin Statutes apply to these employees.
- B. **Part-time Educator:** Part-time educators are defined as employees with less than a 1.0 full-time equivalent (FTE) or 1.0 FTE temporary positions that are only anticipated to exist for one year or less, i.e., full-year replacements for maternity/medical leaves and one-year limited term contracts issued to "late hires". Part-time employees are **not** hired under a regular, renewing contract and the contract renewal/nonrenewal provisions of Statute 118.22 do not apply to these employees. For the purposes of benefits outlined in this *Handbook*, employees must have a minimum assignment of seventy-five percent (75%) of a 1.0 FTE to qualify. Part-time educators attend and participate fully in all professional development days as that time is built into their salary. Record-keeping days are worked at the part-time employee's FTE.

## DEFINITIONS & GENERAL EXPECTATIONS

**Absence Reporting:** Employees who are unable to report to work shall report absences using the current electronic substitute notification system and follow their individual building protocol for absence reporting prior to the start of the school day. Any time spent not working during an employee's scheduled day in the usual capacity must be accounted for in the current absence reporting system using the appropriate reasons. The District closely monitors attendance and absence patterns. Theft of time and/or improper modification of time-worked records will be investigated and will result in disciplinary action up to and including termination. Failure to notify the District of an absence and failure to report to work could result in disciplinary action up to and including termination. Failure to return to work the day following the expiration of an authorized leave of absence may result in termination of employment.

**Accident/Incident Reports:** All accidents/incidents occurring on District property, school buses or during the course of school-sponsored activities, including field trips and other away events, are to be reported to the building principal or supervisor immediately. Reports should cover property damage as well as personal injury. A completed accident report form must be submitted within twenty-four (24) hours or the next scheduled District workday. Forms are available in the school office.

**Adherence to Terms, Rules & Policies:** Employees are expected to comply with the standards of conduct set out in Board policies, this *Handbook*, administrative regulations, work rules, job descriptions, state law, federal law and any and all guidelines that impose duties, requirements or standards attendant to their status as District employees. Violation of any policies, regulations and guidelines may result in disciplinary action, including termination of employment.

**Anti-Retaliation:** An employee is protected from retaliation only if the employee brings the alleged unlawful policy, practice, or activity to the attention of the District and provides the District with a reasonable opportunity to investigate and correct the alleged unlawful policy, practice, or activity pursuant to the District's chain of command or complaint policies. The protection described is only available to employees who comply with this requirement. Protection against retaliation 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 principal or 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.

**Attendance:** Cedarburg Educators are expected to take their employment contract, and their commitment to their students, extremely seriously by fulfilling their professional and contractual obligations every hour of every day. For schools to operate successfully and efficiently, employees are expected to effectively 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 principal or supervisor and as further specified in other parts of this *Handbook*. Any deviation from regularly assigned hours must have prior approval from the employee's principal or supervisor. Poor attendance may result in ineligibility for performance-based compensation as well as disciplinary action up to and including termination of employment.

**Cancellation of School/Work:** Should inclement weather or other emergency situations require the cancellation of school or a PD/Records day, a phone call, email, text or other form of electronic communication will be made to a phone number or email account provided by employees as soon as practicable. Staff may also monitor the District's web page or local television and radio stations.

Canceled school/work days are considered part of the contracted work year. As salaried professionals, there is no adjustment to compensation or the status of any previously submitted or approved absences/leave days due to canceled days. Similarly, if hours of instruction need to be made up due to canceled days, there is no adjustment in compensation.

Unless previously approved to be absent on a canceled day, employees are expected to do as much work on a canceled day as is reasonable given the individual circumstances of each employee. Previously submitted and approved absences (sick days and personal days) on canceled days will be deducted from the employee's available sick day balance unless the employee provides verifiable evidence that the reason for the absence was also canceled due to the inclement weather or emergency. Canceled school/workdays do not impact the status of any approved leaves of absence, paid or unpaid, as the employee was unavailable to work on the day, and while employees are typically not required to report to work on a canceled day, the time is still considered part of the professional educator work year.

**Child Abuse Reporting:** Employees under the provisions of this *Handbook* are considered Professional Educators and are mandatory reporters of suspected child abuse. Employees who have reasonable cause to suspect that a child, seen by the employee 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 the suspected abuse or neglect. School nurses, social workers, regular education teachers, special education teachers, school counselors, physical therapists, physical therapist assistants, occupational therapists, dietitians, speech-language pathologists, audiologists and police liaison officers are all considered mandatory reporters. A person required to report shall immediately inform, by telephone or personally, the appropriate District administrative personnel and the county department or, 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.

**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.

**Confidentiality:** Pupil information, employees obtain as the result of their employment with the District, is confidential and protected by law unless such information has been designated as pupil directory data as set forth in Board policy. The law and respect for our students require that student issues are only discussed with employees and parents who need to know the information. In addition to student information, confidentiality is expected in other areas, including employee or District business information. Any requests for District records shall be referred to the appropriate administrator.

**Conflict of Interest:** A conflict of interest is defined as any judgment, action or relationship that may benefit an employee or another party the employee is affiliated with because of the employee's position with the District. Employees are to avoid outside activity that may compete or be in conflict with the best interests of the District. Employees must disclose to their principal or supervisor information of any transaction that may be considered a conflict of interest as soon as they become aware of a potential conflict. Employees may not use their position to obtain financial gain or anything of substantial value for the private benefit of themselves or their immediate family, or for an organization with which they are associated. No employee may negotiate or bid for, or enter into a contract in which the employee has a private pecuniary interest, direct or indirect, if at the same time the employee is authorized or required by law to participate in the employee's capacity as an employee in the making of that contract or to perform in regard to that contract some official function requiring the exercise of discretion on the employee's part. No employee may, in the employee's capacity as an employee, participate in the making of a contract in which the employee has a private pecuniary interest, direct or indirect, or performs in regard to that contract some function requiring the exercise of discretion on the employee's part. See Wis. Statutes § 946.13(1)(a) and (b).

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.

Cooperation with Investigations: In the event of a District investigation or inquiry, District employees have an affirmative duty to provide to their principal, supervisor(s) or any other District official assigned to investigate, all relevant and factual information about matters inquired except as provided in other sections of this *Handbook*. 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. Intentionally making a false report, submitting a false formal complaint, or making a false statement or submitting false information during any complaint/grievance investigation/process is prohibited. Such conduct will result in disciplinary action up to and including immediate termination of employment.

Copyright Infringement: 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 your principal or supervisor.

Criminal Record - Obligation to Report: District employees shall notify their principal or supervisor as soon as possible, but no more than three (3) calendar days after any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

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

The requirement to report a conviction or deferred adjudication shall not apply to minor traffic offenses. However, an offense of operating under the influence, revocation or suspension of license, and driving after revocation or suspension must be reported if the employee drives or operates a District vehicle or piece of mobile equipment or transports students or staff in any vehicle. Failure to report under this section may result in disciplinary action, up to and including termination. Such report shall be made as soon as possible, but in no circumstance more than three calendar days after the event giving rise to the duty to report. The District may conduct criminal history and background checks on its employees. An arrest, indictment or conviction of a crime shall not be an automatic basis for termination. The District shall consider the following factors in determining what action, if any, should be taken against an employee who is convicted of a crime during employment with the District:

- A. the nature of the offense;
- B. the date of the offense;
- C. the relationship between the offense and the position to which the employee is assigned.

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

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

**District Property - Use of:** The District may supply employees with equipment or supplies to assist in performing their job duties. All employees are expected to show reasonable care for any equipment issued and to take precautions for theft. Employees cannot take District property for personal use or gain. Any equipment, unused supplies, or keys issued must be returned prior to the employee's last day of employment, including, but not limited to: laptops, employee identification badges and the key card for building entry.

**Non-Discrimination and Anti-Harassment:** The District is committed to providing fair and equal employment opportunities and to providing a professional work environment free of all forms of illegal discrimination, including harassment. The District shall not tolerate harassment of any type. Harassment and other unacceptable activities that could alter conditions of employment, or form a basis for personnel decisions, or interfere with an employee's work performance are specifically prohibited. Sexual harassment, whether committed by supervisory or non-supervisory personnel, is unlawful and also specifically prohibited. In addition, the District shall not tolerate acts of non-employees (volunteers, vendors, visitors, etc.) that have the effect of harassing District employees in the workplace. Harassment can occur as a result of a single incident or a pattern of behavior where the purpose or effect of such behavior is to create an intimidating, hostile, or offensive working environment. Harassment encompasses a broad range of physical and verbal behavior that can include, but is not limited to, the following:

- A. Unwelcome sexual advances, comments or innuendos;
- B. Physical or verbal abuse;
- C. Jokes, insults or slurs directed toward the protected groups 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 personal characteristics 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 discrimination and harassment do not occur. It is the intent of the District to comply with both the letter and spirit of the law in making certain illegal discrimination does not exist in its policies, regulations and operations. Employees who believe that they have been the subject of discrimination or harassment or has knowledge of violations of this policy shall report the matter in accordance with established complaint procedures as outlined in Board policy. All reports regarding employee discrimination or harassment shall be taken seriously, treated fairly and promptly and thoroughly investigated. Individual privacy shall be protected to the extent possible. There shall be no retaliation against any person who files a complaint under this policy. The District shall take appropriate and necessary action to eliminate employee discrimination or harassment. Actions that result in discrimination on a basis not related to an employee's job performance or those that are determined to be harassment shall be subject to disciplinary action, up to and including dismissal.



All employees have a duty to report incidents of potential discrimination or alleged harassment to their principal, immediate supervisor or designated District Compliance Officer. Reports of inappropriate conduct should be provided directly to one of the District's Compliance Officers:

Tony DeRosa	Kirstin Collins
Director of Human Resources	Director of Technology & Assessment
262-376-6106	262-376-6107
W68 N611 Evergreen Blvd. Cedarburg, WI 53012	W68 N611 Evergreen Blvd. Cedarburg, WI 53012
tderosa@cedarburg.k12.wi.us	kcollins@cedarburg.k12.wi.us

Employees who fail to report incidents of potential discrimination or alleged harassment, as described above, may be subject to disciplinary action, up to and including dismissal. In addition, supervisory employees who fail to respond to discrimination or harassment complaints or to act on their knowledge of violation of this policy will likewise be subject to disciplinary action, up to and including dismissal. Related District policies:

- 3122 [NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY](#)
- 3123 [SECTION 504/ADA PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT](#)
- 3362 [EMPLOYEE ANTI-HARASSMENT](#)

**Drug, Alcohol and Tobacco-Free Workplace:** The District seeks to provide a safe, drug-free workplace for all employees.

- A. **Prohibited Acts - Drugs and Alcohol:** Therefore, the manufacture, distribution, dispensation, possession, use of or presence under the influence of alcohol, inhalants, controlled substances or substances represented to be such, or unauthorized prescription medication, is prohibited on school premises or at school activities. In addition, the District will not condone the involvement of any employee with illicit drugs, even where the employee is not on District premises. Employees of the school system shall not possess, use, or distribute any illicit drug or alcoholic beverage as defined in Wisconsin Statutes while on school premises or while responsible for chaperoning students on school-sponsored trips. Any employee who possesses, uses, or distributes any illicit drug or alcoholic beverage on school premises, or while responsible for chaperoning students on a school-sponsored trip may be disciplined, up to and including discharge. All school employees shall cooperate with law enforcement agencies in investigations concerning any violation of this provision. [41 U.S.C. 702(a) (1) (A)]
- 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. Statutes.
- C. **Drug-Free Awareness Program:** The District shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the District's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and (if applicable) employee assistance abuse programs, and the penalties that may be imposed upon employees for drug abuse violations. 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 trained 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" form.
- 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. [41 U.S.C. 702(a)(1)(A)] 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)]. Related District policy: [3122.01 - DRUG-FREE WORKPLACE](#)

**Employee – 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.

**Equal Opportunity:** It is the policy of the District that no person may be illegally discriminated against in employment by reason of their age, race, 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 affiliation, use or nonuse of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, the authorized use of family or medical leave or worker's compensation benefits, genetic information, or any other factor prohibited by state or federal law.

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

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

**Equal Opportunity Complaints:** The District encourages informal resolution of complaints under this policy. A formal complaint resolution procedure is available, however, to address allegations of violations of the policy in the District.

**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 day requests, student records, tax withholding forms and work reports.

**Financial Controls and Oversight:** Employees shall adhere to all internal controls that deter and monitor all fraud or financial impropriety in the District. Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the Superintendent or designee, the Board President, or local law enforcement. 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. Employees who supervise or prepare District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor their area of responsibility for fraud and financial impropriety. Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

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

- A. forgery or unauthorized alteration of any document or account belonging to the District;
- B. forgery or unauthorized alteration of a check, bank draft, or any other financial document;
- C. misappropriation of funds, securities, supplies, or other District assets, including employee time;
- D. impropriety in the handling of money or reporting of District financial transactions;
- E. profiteering as a result of insider knowledge of District information or activities;
- F. unauthorized disclosure of confidential or proprietary information to outside parties;
- G. unauthorized disclosure of investment activities engaged in or contemplated by the District;
- H. 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*);
- I. inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
- J. failure to provide financial records required by state or local entities;
- K. failure to disclose conflicts of interest as required by law or District policy;
- L. disposing of District property for personal gain or benefit and,
- M. any other dishonest act regarding the finances of the District.

If an employee is found to have committed fraud or financial impropriety, the Superintendent 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.

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

**Gifts:** An employee or a member of the employee's immediate family may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind from anyone other than the District that a reasonable person would understand was intended to influence official action or judgment of the employee in executing decision-making authority affecting the District, its employees or students. It shall not be considered a violation of this policy for an employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide

association of school board officials or by an umbrella or affiliate organization of such statewide association of school board officials. Exceptions to this policy are acceptance of minor items, which are generally distributed to all by companies through public relations programs. Employees should accept only gifts of token value from students. Note: Immediate family shall have the same definition as used in Bereavement Section.

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

**Identification Badges:** The District provides employees with an identification badge. Employee identification badges are an important part of employee work attire and are critical to providing a secure environment for students. Employee identification badges must be worn in a visible spot while working for the District during contracted work time.

**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).

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

**Licensure/Certification:** Each employee who is required to be licensed or certified by law must maintain that licensure at all times and be able to provide the District with evidence of the appropriate licensure for all assignments. A teaching contract with any person not legally certified to teach the assigned subject(s)/grade level(s) shall be void. The District may initiate the contract nonrenewal procedures per State Statute 118.22, or terminate immediately, whichever is most appropriate, whenever a currently employed educator fails to provide sufficient evidence of maintaining/securing appropriate licensure. These terms and expectations for licensure/certification apply to all professional educators employed by the District, including, but not limited to: teachers, library-media specialists, counselors, speech & language pathologists and social workers.

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

**No Expectation of Privacy - Work Spaces, Desks, etc.:** Employees shall have no expectation of privacy with respect to any item or document stored in or on any 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 within any parameters required by state and/or federal law.

**Operators of District Vehicles, Mobile Equipment and Persons Who Travel:** All employees who drive a District vehicle, operate mobile equipment, or receive a District travel allowance or mileage reimbursement must hold a valid driver's license and abide by the following expectations and procedures:

- A. **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 principal or supervisor immediately of

any driving citation or conviction of a traffic violation. Supervisors receiving such notice will immediately notify Director of Business Services. Payment for any citations received while driving a District vehicle is the responsibility of the driver. The reporting provision applies to citations or convictions as a result of operating either a District vehicle or personal vehicle.

- B. Mileage Reimbursement: The District shall reimburse employees an amount equal to the Internal Revenue Service (IRS) business travel rate per mile to employees required by the District to drive their personal vehicle during the course of performing duties for the District.
- C. Transporting Students: The Authorization to Transport Students in Personal/Rental Vehicles form must be completed and returned to principal or supervisor for approval and forwarded to the Director of Business Services for approval at least five (5) days prior to event.

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

**Personal Appearance/Dress Code:** Employees are expected to maintain a professional appearance that is consistent with the high standards that exist in the Cedarburg School District. Employees are expected to be neat, clean, well-groomed wear appropriate clothes that are in good taste and practice good personal hygiene. The Administration will not allow attire from employees that is considered unprofessional, disruptive, inappropriate or which adversely affects the educational atmosphere. Employees represent the District and their appearance creates important impressions for student, parents and the Cedarburg community.

**Personal Communication Devices (PCD) While at Work:** Employees may possess PCDs while at work but excessive use of a PCD for personal business during work hours is considered outside the employee's scope of employment and may result in disciplinary action. Employees are personally and solely responsible for the care and security of their personally-owned PCDs. The Board assumes no responsibility for theft, loss, damage, misuse or unauthorized use of personally-owned PCDs brought onto its property.

**Personnel Files:** Personnel files can be found in Human Resources Department. Employees have the right, upon request and consistent with the timelines and content limitations specified in state law, to review the contents of their personnel file, at least two times per calendar year, while in the presence of an administrator or a designee. Employees may have a representative accompany them during such review. This examination must be accomplished in the presence of the person officially charged by the Director of Human Resources with custody of those files. The removal of this file from the safekeeping place will be done by the official personnel file custodian. The employee's personnel file or any part thereto may not be removed from the visual presence of the official custodian. An employee shall have the right, upon request, to receive copies of any documents contained in the personnel file except those delineated in §103.13(6), Wisconsin Statutes, upon payment of the actual cost for making such copies.

If the request to review personnel records is pursuant to an active grievance filed by that employee, the District will provide copies of the records to the employee, at the employee's expense, and the employee and any employee representative may examine the copies outside of the presence of the administrator/records custodian. After reviewing personnel records, employees may request that records believed to be inaccurate or obsolete be removed from the 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. Statutes.

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

- A. No school employee shall, during hours for which pay is received, use any time for the solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- B. No school employee shall use in any way the classrooms, buildings, or pupils for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- C. No school employee shall make use of school equipment or materials for the purpose of solicitation, promotion, election, or defeat of any referendum, candidate for public office, legislation, or political action.
- D. No school employee shall attempt to pressure, intimidate, ridicule or otherwise embarrass a student for the appropriate expression of a political viewpoint in an appropriate setting.

**Professional Demeanor:** Employees are expected to produce quality work, maintain confidentiality, work efficiently, and exhibit a professional and courteous attitude toward other employees, parents and students. Being a positive, cooperative and honest team member is a core value of the District.

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

**Resignations & Liquidated Damages:** The employee's individual employment contract shall be considered binding on both parties. If for any reason an employee asks for release from the individual employment contract, it is understood that the employee must give such notice as far in advance as possible, preferably at least sixty (60) calendar days prior to the date the employee desires the severance to occur.

Liquidated damages are due to the District for late resignations as identified below:

- A. Seven hundred dollars (\$700) if the employee's resignation is effective after June 15, but before July 1.
- B. One thousand dollars (\$1,000) if the employee's resignation is effective on or after July 1, but before August 1.
- C. Three thousand dollars (\$3,000) if the employee's resignation is effective after August 1.

Liquidated damages may be waived for extenuating circumstances, particularly those that are out of the employee's control such as a spouse's employment transfer. If a resignation request is due to the employee securing other employment as a result of a recent involuntary transfer, the liquidated damages will be waived.

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

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

**Sale of Goods and Services:** District employees may not receive for their personal benefit anything of value from any person (other than the District) to sell, promote the sale of or act as an agent or solicitor for the sale of any goods

or services to any public school pupil while on the property of the District or at an activity of the District. §118.12, Wis. Statutes: <https://docs.legis.wisconsin.gov/statutes/statutes/118/12>.

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

**Tutoring:** District employees must follow Board Policy [3230](#) and [3231](#) in the consideration of tutoring students.

**Video Surveillance:** The School Board has authorized the use of video surveillance and electronic monitoring equipment in common areas at District buildings and grounds. The Board will not place video surveillance/electronic monitoring equipment for the purpose of obtaining information for routine staff appraisal/evaluation or monitoring; however, video footage captured in the normal course of surveillance which shows information pertinent to staff performance or conduct may be used for that purpose. Any person who takes action to block, move, or alter the location and/or viewing angle of a video camera shall be subject to disciplinary action. More information is available at Board Policy 7440.01.

**Violence/Bullying in the Workplace:** Violent behavior of any kind or threats of violence, either direct or implied, are prohibited on District property and at District sponsored events. Such conduct by employees, former employees, contractors or visitors is not tolerated. 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.

A. 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.
5. 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:
  - i. assault or battery;
  - ii. blatant or intentional disregard for the safety or well-being of others;
  - iii. commission of a violent felony or misdemeanor;
  - iv. dangerous or threatening horseplay or roughhousing;
  - v. direct threats or physical intimidation;
  - vi. loud, disruptive, profane or obscene language or gestures that are clearly not part of the typical school district learning environment;
  - vii. physical restraint, confinement;
  - viii. possession of weapons of any kind on District property;
  - ix. stalking;
  - x. any other act that a reasonable person would perceive as constituting a threat of violence.

B. 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, employees shall contact the local law enforcement by dialing 9-1-1, and may take whatever emergency steps are available and appropriate to protect themselves from immediate harm, such as leaving the area.
  2. If the situation is not one of immediate danger, employees shall report the incident to the appropriate principal or supervisor (or designee) as soon as possible.
  3. Employees who have received a restraining order, temporary or permanent, against an individual, who may impact the employee at work [e.g., verbal or physical contact or proximity has been prohibited or restricted], shall immediately supply a copy of the signed order to their principal or supervisor. The principal or supervisor shall provide copies to the other appropriate supervisors and inform other employees on an as-needed basis.
- C. Investigation and Investigation Findings: The District will investigate all complaints filed and may investigate in other situations where no complaint was filed but was brought to the District's attention. Retaliation against individuals who makes a good-faith complaint regarding violent behavior or threats of violence made to them is also prohibited.

In appropriate circumstances, the reporting individual may be informed of the investigation results. To the extent possible, the District will maintain the confidentiality of the reporting employee and the investigation, but may need to disclose results in certain 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. (BOARD ANTI-HARASSMENT POLICIES)

**Workplace Safety:** All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

- A. Fire Procedures: 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. Fire safety is an essential element of having a safe working environment. Employees should know the location of fire alarms, fire extinguishers, evacuation routes and whom to notify in case of fire.
- B. Notification of Safety and Health Standards: Wisconsin Statute §101.055 requires the Wisconsin Department of Commerce to adopt and enforce safety and health standards that will provide protection to public employees at least equal to that provided to private sector employees under standards promulgated by federal Occupational Safety and Health Administration (OSHA). A District employee who believes that a safety or health standard is being violated, or that a situation exists which poses a recognized hazard likely to cause death or serious physical harm, may request the District to conduct an internal review of the matter. Furthermore, the employee may request the Wisconsin Department of Commerce to conduct an inspection.
- C. No 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* and District policy to address the workplace safety issues as defined in this *Handbook*. The employee may 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: <https://docs.legis.wisconsin.gov/statutes/statutes/101/i/055>.
- D. 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 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.

E. Weapons Prohibition: See Board Policy [3217 - WEAPONS](#).

**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:

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

**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.

\*\*\*\*\* **END OF DEFINITIONS & GENERAL EXPECTATIONS SECTION OF *HANDBOOK*** \*\*\*\*\*

## ASSIGNMENTS

Determination of Assignment: Employees will be assigned at the discretion of the Superintendent (or designee), according to the best interests of the students. Schedules for the upcoming school year shall be established and communicated as soon as practical each year. When an employee is assigned to a different position, the employee will be notified as far in advance as is practical and the rationale for the re-assignment will be provided.

Assignment Preference Consideration: Employees may request in writing their preference for a certain assignment. Such requests may be granted at the discretion of the Superintendent. Employees always have the option to apply for a posted position via the Wisconsin Education Career Access Network (WECAN).

Job Postings: Vacant positions will be posted on the Wisconsin Educator Career Access Network (WECAN) website. Vacant positions may be filled temporarily at the Superintendent's discretion during the posting and selection period. Qualified employees are welcome to apply to any vacancy that interests them. Candidates are selected for interviews based on the merits of the application, experience, certification, education, similar training, demonstrated excellence and references.

Reduction in Positions & Hours: In the event the Board determines to reduce the number of positions or the number of hours in any position, individual employees may, at the discretion of the District, be selected for full or partial reduction. Staffing reductions and assignments are always made according to the best interests of the students and will not be arbitrary or capricious. Attrition and volunteers will be considered. Employees will be provided with an explanation for the reduction and as much advance notice as is practical. Statutory timeframes for nonrenewal will be followed.

## BENEFITS – INSURANCE

### **(All benefits are subject to change.)**

The School Board may provide insurance coverage to eligible employees. When doing so, the following may be included:

- Medical Plan
- Prescription Drug Plan
- Dental Plan
- Vision Plan
- Employee Assistance Plan
- Health Flexible Spending Accounts (FSA)
- Limited Purpose Flexible Spending Accounts (LPFSA)

The Board acknowledges its obligation to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule as amended by Title I of the Genetic Information Nondiscrimination Act (GINA).

The Board also acknowledges that group health plans are required to comply with the HIPAA Security Rule. The group health plans, working together with the insurer, will ensure the confidentiality, integrity, and availability of the group health plans' electronic protected health information in accordance with the HIPAA Security Rule.

The Board has appointed the Director of Business Services to serve as the Security Official of the group health plans. Related Board policies:

[3122.02 - NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE](#)

## 3419.02 - PRIVACY PROTECTIONS OF FULLY INSURED GROUP HEALTH PLANS

Eligibility for Insurance Benefits & Any Board Contribution: Employees whose individual contract has an assignment of at least seventy-five percent (75%) of full-time equivalency are eligible to participate in the District's insurance plan.

Both Spouses Employed by the District: If both spouses are employed by the District and are eligible for insurance, the employees shall be eligible for two single plans or one family plan, based on cost to the District.

Change of Insurance Carrier: The District may, from time to time, change the insurance carrier, subject to board approval.

Dispute Resolution: It is understood that any disputes regarding coverage must be resolved with insurance carrier and the District is not liable if coverage is not afforded by the carrier.

### **Premium Contributions**

Dental Insurance Premium Contributions: For employees who are eligible for and select coverage, the District shall pay no more than 87.4% of the single or family premium of the lowest cost dental insurance plan. Employees shall be responsible for the remaining portion of the premium.

Short term unpaid leave coverage: For instances of unpaid leave that are less than a full month, the equivalent premium contribution will be deducted from the employee's pay on a per diem basis for the duration of the unpaid leave.

Health Insurance Premium Contributions: For employees who are eligible for and select coverage, the District shall pay no more than 87.4% of the single or family premium of the lowest cost health insurance plan. Employees shall be responsible for the remaining portion of the premium.

Short-term unpaid leave coverage: For instances of unpaid leave that are less than a full month, the equivalent premium contribution will be deducted from the employee's pay on a per diem basis for the duration of the unpaid leave.

Liability Insurance: The School Board carries liability insurance, which provides coverage for the acts of employees performed in accordance with their duties and within their scope of employment. Employees are covered for liability in accordance with the terms of the District's liability insurance policy.

Life Insurance: The School Board shall provide a group life insurance policy for each member of the professional staff who works a minimum of 880 hours per year. Individual coverage and the premium the School Board will pay shall be based on the individual employee's salary.

Long-term Disability: The School Board shall pay the dollar amount equal to the full premium for employees who work a minimum of 880 hours per year. The coverage will include the following:

- A. Qualifying period – 60 calendar days of continuous total disability are required before benefit payments may begin.
- B. Monthly benefit – 66.67% of monthly salary will be payable up to the maximum monthly benefit as indicated in the current policy.

**Short-term Disability Leave:** Voluntary short-term disability coverage is available to employees who work a minimum of 880 hours per year at the employee's expense, provided at least ten (10) employees enroll in the short-term disability program.

## **Retirement Insurance**

**Eligibility:** Any full-time, professional, state-certified educator actively employed with the Cedarburg School District seeking to obtain retirement benefits from the Cedarburg School District must be participating in the insurance benefits during the last year of active employment with the District, and:

- A. have been hired by the District prior to October 1, 2011 and
- B. be at least 55 years of age and have worked in the Cedarburg School District for not less than 15 continuous years as a full-time, professional, state-certified educator by the end of the 2023-24 school year.

For the purpose of this benefit, age is defined as the employee's age as of August 31 of the school year following the date of retirement. **Employees hired after October 1, 2011 and those who do not attain age 55 and 15 years of continuous full-time teaching experience in Cedarburg by the 2023-24 school year are not eligible for any retirement insurance benefits as defined in this section of this *Employee Handbook*.**

**Retirement Requests:** All requests for retirement must be filed with the Human Resources by January 1 of the employee's desired last year of active employment. The Superintendent shall bring retirement requests to the School Board for approval. No more than ten (10) of the District's regular full-time, state-certified educators shall be considered for retirement benefits in a given year unless a greater number is recommended by the Superintendent and approved by the Board. Any employee, as defined above, shall be eligible to receive the retirement benefits set forth therein, provided that financial benefit to the District shall result, and that the replacement cost of retirement benefits set forth herein does not exceed the cost of retaining the eligible employee. Furthermore, the Board reserves the right to deny retirement benefits for other legitimate reasons which must be specified in writing.

**Limitations:** This retirement benefit shall not be retroactive to any employee who retired prior to the 2011-12 school year. This benefit shall not apply to any discharged, terminated, or non-renewed employee.

**Retirement Insurance:** Any certified staff member who retires pursuant to the above provisions shall be eligible to remain in the group health insurance coverage maintained by the District. The Board shall provide health, dental, and prescription drug insurance, and shall pay the amount of the employer's share of the premium on such insurance that was paid the year the staff member retires. The District reserves the right to make changes to its health, dental, and prescription drug insurance plans, including but not limited to a change in benefits, co-pays, deductibles, and/or premiums. Retired employees shall be responsible for the cost of any increase in insurance premiums. The retirement insurance benefit shall be for a maximum of 6 years immediately following retirement or until Medicare eligibility, whichever comes first, for eligible employees who make timely application and are approved for retirement benefits per the application timeframe outlined above.

In the event the insurance premium decreases, retired employees will be responsible for the premium share contribution in effect at the time of retirement.

In the event of the retiree's death, the Board will continue to provide the surviving spouse with coverage under the District's group health, dental, and prescription drug plans for the same period in which the retiree would have received the benefit (i.e., for the remainder of the 6-year period following the deceased retiree's retirement or until the retiree would have attained Medicare eligibility, whichever would have come first).

Employees and employees' spouses MAY NOT remain on the District's health insurance plan as a direct bill retiree:

- A. once the District has satisfied its obligation as defined in this retirement benefits section of this *Handbook*;
- B. in the event the retiree obtains insurance coverage from another employer.

All of the above provisions shall be expressly contingent upon approval of the insurance carrier and subject to the rules of the insurance carrier.

**Years of Service Retirement Stipend:** Employees approved for retirement by the Board who were hired as full-time teachers prior to, or during the 2010-11 school year will receive a stipend in the amount of one thousand dollars (\$1,000) for each year of full-time, continuous service with the District, capped at the amount earned as of June 30, 2011. Employees hired for the 2011-12 school year and beyond are not eligible for this benefit.

The District shall make six (6) non-elective contributions for the retiree into a WEA TSA, beginning on or about July 15 following the effective date of severance, and the remaining payments on or about January 15 and July 15 of the three years following the year of severance, at the rate of one sixth (1/6) of the total value of the retirement stipend amount for each payment, provided the amounts do not exceed the amount permitted by law (IRC Section 415 limits). If the amount of contribution of the first payment is limited by law, the remaining severance compensation amount will be paid in five equal amounts.

**Wisconsin Retirement System (WRS) Contributions:** The District contributes the employer's share while employees pay the employee's required WRS contribution as required by state statute. Under no circumstances shall the District pay the employee's required WRS contribution.

## **BENEFITS – OTHER**

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

- A. Payment of insurance premium amounts (IRC §106);
- B. Permitted medical expenses not covered by the insurance plan (IRC §105) subject to the limitations set forth in the Internal Revenue Service Code.
- C. Dependent care costs (IRC §129) subject to the limitations set forth in the Internal Revenue Service Code.
- D. Payments and the designation of amounts to be contributed to the employee's account will be subject to the procedures, rules and regulations of the plan's administering agency. The provision of this plan shall be contingent upon the continuance of this benefit under the applicable Internal Revenue Code Sections (§105, §106, §125 and §129).

**COBRA 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. Employees will be required to pay the full premium cost. Said opportunity is only made available in those certain circumstances at the time of separation of employment, and is not available at a later time, i.e., after the expiration of retirement insurance benefits (for those who were hired prior to October 1, 2011 and met eligibility requirements).

**Tax Sheltered Annuities (TSA):** Employees shall have the opportunity to participate in the District's Internal Revenue Service (IRS) Code 403(b) Savings Program and invest their money through salary deferral in annuities and other qualifying IRS Code 403(b)(7) investment vehicles (collectively referred to as an "Investment Vehicle").

## COMPENSATION

Curriculum Planning, Professional Development & Other Projects: When the District assigns an employee to work on a curriculum project, attend required professional development outside the school day, and or engage in work that is outside the terms of the individual employee's contract, but not including athletic/activity Extra Duties or supervisory assignments outlined in this *Handbook*, the Employee shall be paid at the rate of \$25.00 per hour. The length of time and maximum number of hours for completion of the project shall be determined by the appropriate administrator. This compensation will be paid when the completed work is approved by the supervising administrator.

Department Chairs/Team Leaders/Unit Leaders/Building Coordinators: The District may designate Department Chairs, Team Leaders, Unit Leaders and Building Coordinators to assist with coordinating and managing endeavors designed to improve student learning and operational efficiency and effectiveness, as determined by administration. Such assignments shall be compensated at the rates identified in this *Handbook*. These positions are assigned on an annual basis and there is no expectation such assignments will extend beyond each year.

Direct Deposit Payment: All employees shall participate in a direct payroll deposit plan.

Extra Duty Pay: Such duties will include but are not limited to: timing, scoring, announcing, crowd control, detention supervision, chaperoning, ticket sales, and commencement supervision and are paid at the hourly rate of \$20.00.

Overload: Additional teaching assignments that extend the individual employee's contract beyond a 1.0 full time equivalent (FTE) may be paid an additional amount in recognition of the extra assignment. Volunteers for overloads will normally be solicited. If necessary, the District reserves the right to assign an employee to an overload.

Payroll Dates: Pay periods are determined by the Business Office with the goal of ensuring the most efficient and accurate operations. Payroll dates may be on the 15<sup>th</sup> and the last day of each month or may be on a bi-weekly basis. If a payday falls on the last day of the month or on a weekend or holiday, the payroll date will be the preceding business day. Once established by the Business Office, payroll dates will be communicated to staff.

Performance-Based Salary & Retention Bonus Compensation: Salary negotiations will be conducted in accordance with state law. If salary increases are approved, all employees are eligible to receive wage compensation through this process whether or not they are a member of the employees' union. Employees are not guaranteed any increase in compensation. Salaries and retention bonuses are based on a variety of factors including, but not limited to, state funding, applicable negotiated terms, employee performance/contributions, internal comparables and external comparables. Educators are explicitly provided their first year salary with the District as part of their initial contract and do not receive any retro-active negotiated increases for that first year of employment. When made available at the discretion of the School Board, performance-based retention bonuses are paid out in the fall of the following school year ONLY to employees who return to the District.

The Board reserves the management right to determine the eligibility criteria for all compensation adjustments.

Teacher Class Coverage Pay: When a substitute educator is necessary and not available, the Principal will assign staff to ensure student safety and instructional continuity. Under normal circumstances, where sufficient notice has been given, reasonable efforts will be made to seek volunteers to cover for colleagues who are absent. The rate of pay for covering a class is \$36 per hour. Classroom teachers who cover another teacher's class during their preparation time will enter the start and end time of the class in the District's time-tracking payroll system (currently the True Time module in the Skyward Employee Management System).

Elementary and middle school Instructional Coaches, Math Coach, elementary and middle school IMC specialists, and elementary reading teachers/interventionists will get paid \$16.25 per hour to internally substitute.

## LEAVES, SICK DAYS & OTHER ABSENCES FROM DUTY

**Eligibility & Accumulation** - At the beginning of each school year, full-time employees shall be able to accumulate ten (10) paid sick days, cumulative to seventy-five (75) days. The ten (10) days will be earned at a rate of one day for every month worked. Beginning in September, actively working employees will have 1 sick day added to the employee's available sick days on the 16th of each month, except for the month of June, when a sick day will be earned as of June 1, provided the employee was actively working the last two weeks of May.

An employee must actively be working or entirely on paid leave during the first two weeks of the month to be credited with a sick day on the 16th of each month. Employees on unpaid leave during the first two weeks of the month will not be eligible to earn a sick day for that month. Examples: an employee working the full year and using no sick/personal days will have accumulated 10 sick days by the end of the school year; an employee who is on an approved unpaid leave for any two months of the year will earn 8 sick days that school year. Exceptions to this may be granted in extenuating circumstances, with the employee subject to the terms of paragraph H below. Part-time employees are granted sick days on a pro-rated basis based upon the full-time equivalent of the part-time position.

Employees with an accumulation greater than seventy-five (75) days as of June 30, 2011 shall not lose accumulated days. Additional days shall not be credited until accumulated days drop below seventy-five (75) as of June 30th each year.

No more than ten (10) unused sick days may be added to an employee's accumulated total at the end of any year.

The following definitions, terms and conditions apply under this section.

A. **Appropriate Use** - Sick days may be used to be paid for any absence from work due to:

1. personal illness, injury or serious health condition of the employee;
2. illness or injury of an employee's child under the age of eighteen (18); or eighteen (18) or older if the child has a handicapping condition as set forth in Wisconsin Administrative Code section PI 11.02(23) (Examples of a handicapping condition are: Cognitive disability, learning disability, autism, etc.);
3. serious health condition of a spouse, child, or parent;
4. medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.

B. **Child** - 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 their self because of a serious health condition. For the purposes of section 8.02, A (3), all definitions in this paragraph apply except for age eighteen (18).

C. **CHS Exam Days** – CHS Exam Days are full work days. If a teacher is sick and cannot attend the morning exam time, they must put in for a full sick day.

D. **Increments** - Sick time can be taken off in one hour increments. For a teacher scheduled for a 7.5 hour work day, in Skyward go to Days on the Add Time Off Request page and enter the correct percentage.

Number of hours	Percent of a day
1	0.133
2	0.267
3	0.4
4	0.533
5	0.667
6	0.8
7	0.933
7.5	1

E. **Parent** - A natural parent, foster parent, treatment foster parent, adoptive parent, stepparent, or legal guardian of an employee or an employee's spouse or domestic partner.

- F. Professional Development/Records Days – PD/Records Days are full work days. If a teacher is sick and cannot attend the required morning building time, they must put in for a full sick day.
- G. Spouse - An employee's legal husband or wife.
- H. Serious Health Condition - A disabling physical or mental illness, injury, impairment or condition involving Inpatient care in a hospital, nursing home, or hospice or Outpatient care that requires continuing treatment or supervision by a health care provider.
- I. Snow Day – If you are on leave and the district has a snow day, you are still charged a sick day.
- J. Questionable Use - Substantiation for the use of sick days may be required at any time. A doctor's certificate or other verification may be required, and will likely be required, after three (3) consecutive days of absence or for any day when personal days are restricted (*see Personal Day Reasons & Restrictions below*). Employees shall not receive sick day benefits for any missed workday that was not due to a legitimate reason as described in this section of the *Handbook*. In addition, abuse of this provision shall subject the employee to discipline, contract nonrenewal and/or termination.
- K. Separation of Employment During the School Year - Sick days are vested for actively working employees on the 16th of each month of the work year. Any employee terminated or resigning during the school year who was allowed to use sick days that were not actually earned will be credited only with those days earned at the time employment is severed. A sum equal to the sick days not earned is deducted from any remaining pay. Deductions will be based on one (1) sick day earned per month of employment to a maximum of ten (10) days per contract year. There is no "pay-out" of any kind for unused sick days when an employee separates with the District.

Doctor's Certificate: Employees shall inform their principal or supervisor prior to, or within the twelve (12) hours of their normal daily starting time of any need to be absent for one of the reasons stated above. Whenever the supervisor deems it necessary, the employee may be required to present the District with a certificate of illness signed by either a licensed physician or a nurse practitioner. Such certificate should include a statement releasing the employee to return to work and a statement as to whether any limitations or restrictions are placed upon the work which may be performed. Nothing in this section shall be interpreted as limiting the District's ability to discipline or discharge employees for excessive absenteeism or misrepresentation of sick day use.

Family & Medical Leave Act: The District complies with all aspects of the state and federal versions of the FMLA, which provide for a combined total of twelve (12) weeks of leave for the serious health condition of the employee or the employee's immediate family member, or the birth of a child or placement of a child with the employee for adoption or foster care. Additional information regarding FMLA leave is available on the District webpage under Board Policies and the Human Resources Department.

[Board Policy po3430.01 Family and Medical Leave Act \(FMLA for Extended Leaves of Absence\).](#)

The Department of Labor (DOL) website also has more information at:  
<https://www.dol.gov/general/topic/benefits-leave/fmla>. The state of Wisconsin Department of Workforce Development also has FMLA information at its website:  
<https://dwd.wisconsin.gov/er/civilrights/fmla/>.

Funeral/Bereavement Leave for Death in the Immediate Family: In the event of death in an employee's immediate family, employees may be allowed per occurrence, up to three (3) days off work with pay. Immediate family includes the spouse, parents, children, brother, sister, grandchildren, grandparent, step-relatives of the same relationship as provided herein of the employee or the employee's spouse. Bereavement leave may be allowed in increments of one-half day.



**Funeral/Bereavement Leave for Death of an Individual Outside of the Immediate Family:** Employees may be granted up to three (3) days with pay per occurrence to attend funerals of aunts, uncles, nieces, nephews and first cousins. Employees may also be approved to attend funerals of individuals who have resided in the employee's household for an extended period of time and are considered part of the family. Such days shall be deducted from the employee's accumulated unused sick days. Bereavement leave may be allowed in increments of one-half day.

**Funeral/Bereavement Leave – Additional Days:** In extenuating circumstances, additional days may be granted by the Human Resources Director.

**Jury Duty:** Subject to the provision on "Payment for Time Out on Jury Duty" (see below), a non-accumulative paid leave for as much time as is required will be provided to employees to serve on a jury for which they are summoned by the court when such duty occurs during the employee's work hours. No paid leave will be provided for jury duty that occurs outside of the employee's regular work hours or work days.

- A. **Employee Notice:** Employees must notify their principal or immediate supervisor as soon as notice of jury duty is received. In addition, employees are expected to contact their principal or supervisor immediately upon termination of jury duty or when temporarily relieved of jury duty.
- B. **Payment for Time Out on Jury Duty:** Employees who are unable to report for work because of jury duty will be paid the regular hours they are scheduled to work. The employee will send a copy of the check received from serving on the jury to the Business Office and will be docked that amount (less any travel expenses received) on the next payroll. The employee will not suffer any loss of benefits that would be accrued during this time (i.e., sick days, health insurance, vacation, etc.) or loss of any salary adjustment to which the employee is entitled. The time required for any employee to serve on jury duty will not be deducted from sick days or vacation time the employee has earned or will earn in the future.

**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 days.

**Organ Donor Leave:** A staff member may take up to six (6) weeks of leave in a twelve (12) month period as necessary for the employee to undergo bone marrow or organ donation procedure and to recover from the procedure. The employee may be required to provide written medical certification that s/he will serve as a donor and the amount of leave time necessary.

Leave taken for this purpose is unpaid, however, an employee is eligible to substitute available accrued paid leave for all or some of the leave taken under this policy. An employee must provide as much advance notice as possible so as not to unduly disrupt the District's operations. The employee will be returned to the same position upon return or if that position is no longer available an equivalent position and shall not lose any benefits during leave, including the right to continue health insurance coverage as provided for in the District's FMLA policy, Policy 3430.01.

**Personal Business/Emergency Days:** Employees may utilize up to two (2) days each employment year for personal business or unavoidable emergencies that are outside the employee's control and cannot be scheduled outside of work time. Approved Personal Business/Emergency Days will be deducted from the employee's unused sick days. Half-day increments may be allowed but, depending on the circumstances, full days may be required.

- A. **Personal Business/Emergency Reasons & Restrictions:** Cedarburg Educators are expected to take their employment contract and their commitment to their students extremely seriously by fulfilling all of their professional obligations, including maintaining the highest levels of attendance. Employees must make every effort to avoid scheduling personal commitments that conflict with contracted work time. Personal Business/Emergency Days are only for compelling circumstances which cannot reasonably be conducted outside of the workday and/or are out of the employee's control. Unavoidable emergencies (i.e., basement flooded, flat tire, broken furnace) would be reasons for taking a Personal Business/Emergency Day. Close family member weddings, legal proceedings, graduations and moving college-aged students are reasons for taking a Personal Business/Emergency Day. Examples of unacceptable reasons to use Personal Business/Emergency days include vacations, travel delays/interruptions, attending sporting events/activities and other similar events of the employee's choice.

Personal Business/Emergency Days should not be requested for PD/Records days, or to extend holiday breaks, or to take vacations by extending a weekend. The Administration reserves the right to require an explanation for any Personal Business/Emergency Day request. Personal Business/Emergency Day requests for any day after May 31 must include a detailed explanation of the extenuating circumstances that do not allow the business to be conducted outside of contracted work time.

Personal Business/Emergency Days shall not be used to engage in activities for which the employee will receive compensation from any source. In addition, Personal Business/Emergency Days shall not be used to attend union meetings or legislative rallies, to engage in job actions such as picketing or demonstrating, or to participate in activities designed to embarrass or discredit the District. Personal Business/Emergency Days requested for non-emergencies or for matters that could be addressed outside contracted work time may impact performance-based compensation decisions, particularly when such requests are for restricted days.

- B. Personal Business/Emergency Day Requests & Approval: Personal Business/Emergency Day requests using the District's absence reporting system shall be made as far in advance as possible, normally not less than five (5) days and preferably many weeks. It is understood emergencies may delay the formal submittal of the absence request. The supervising Administrator has the right to approve or disapprove all requests, in consultation with the Human Resources Director. The Administration reserves the right to limit the approval of Personal Business/Emergency days based on substitute availability or other circumstances.
- C. Unpaid Absences that are NOT part of an approved Extended Leave: Unpaid days without further disciplinary action may be allowed at the discretion of the Human Resources Director, in consultation with the employee's supervisor. Unpaid days are intended to allow for time off to attend personal events, but not for vacations. Employees must present the initial request for unpaid days to their supervising administrator as far in advance of the anticipated absence as possible. Unpaid days are not to be entered into Skyward without approval from the supervising administrator and the Director of Human Resources.

Unpaid days may include the compensation for medical and dental benefits associated with the position. In addition to the compensation deduction, if an employee is granted an unpaid day for personal reasons (excluding extended medical leaves or child-rearing leaves under the FMLA), the employee may be responsible for all associated costs to the District to obtain a substitute whether a substitute is required or not. Unpaid days taken outside of an approved FMLA leave will not be viewed favorably when considering performance-based compensation.

Reporting Absences & Securing Substitutes: When an employee is to be absent from duty and a substitute is needed, it is the responsibility of the employee to notify the District using the District's electronic software program for reporting absences and notifying substitutes. If possible, such notification should be made the evening prior to the time of absence, or before 6:00 AM. If for some reason an employee is unable to enter the absence using the usual software program, it is the employee's responsibility to contact the building secretary and Administrator to notify them of the absence prior to the start of the school day.

A staff member who is a volunteer fire fighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation may be late for or absent from work without pay if the lateness or absence is due to the staff member responding to an emergency that begins before the staff member is required to report to work and if the staff member complies with all of the following requirements:

- A. By no later than thirty (30) days after becoming a member of a volunteer fire department or fire company or becoming affiliated with an ambulance service provider, submits to the District a written statement signed by the chief of the volunteer fire department or fire company or by the person in charge of the ambulance service provider notifying the District that the staff member is a volunteer fire fighter, emergency medical technician, first responder, or ambulance driver for a volunteer fire department or fire company, a public agency, or a nonprofit corporation;
- B. When dispatched to an emergency, makes every effort to notify the District that the staff member may be late for or absent from work due to the staff member responding to the emergency or, if prior notification cannot be

made due to the extreme circumstances of the emergency or the inability of the staff member to contact the District, submits to the District a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider explaining why prior notification could not be made; and

- C. When late for or absent from work due to responding to an emergency, provides, on the request of the District, a written statement from the chief of the volunteer fire department or fire company or from the person in charge of the ambulance service provider certifying that the staff member was responding to an emergency at the time of the lateness or absence and indicating the date and time of the response to the emergency.
- D. When the status of a staff member as a member of a volunteer fire department or fire company or as an affiliate of an ambulance service provider changes, including termination of that status, the staff member shall notify the District of that change in status.

**Short-term Disability Leave:** Voluntary short-term disability coverage is available to employees who work at least 880 hours per year at the employee's expense, provided at least ten (10) employees enroll in the short-term disability program.

**Uniformed Services Leave:** 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)]: Army, Navy, Marine Corps, Air Force and Coast Guard Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve, Army National Guard and Air National Guard as well as Commissioned Corps of the Public Health Service and any other category of persons designated by the President in time of war or emergency.

Requests for Uniformed Services Leave, when time permits, should be as far in advance as possible so the employer can adequately plan for the absence. Whenever possible, the request should be accompanied by a copy of the reservist's military orders. The request shall be submitted to the Human Resources Department.

The employee's absence shall not be construed as a break in service for any purpose. Reemployment rights extend to persons who have been absent from a position of employment because of "service in the uniformed services". "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service, including:

- A. active duty and active duty for training;
- B. initial active duty for training;
- C. inactive duty training;
- D. full-time National Guard duty;
- E. absence from work for an examination to determine a person's fitness for any of the above types of duty
- F. funeral honors duty performed by National Guard or Reserve members;
- G. duty performed by intermittent employees of the National Disaster Medical System (NDMS), which is part of the Department of Health and Human Services, when activated for a public health emergency, and approved training to prepare for such service (added by Pub. L. 107-188, June 2002). See 42 U.S.C. §300hh-11(d).

### **EXTENDED LEAVES for MEDICAL REASONS or OTHER EXTENUATING CIRCUMSTANCES** (FOR EMPLOYEES WHO EXHAUST PAID TIME OFF OR ARE NOT ELIGIBLE FOR LEAVE UNDER THE FMLA)

**Purpose:** Under this policy, employees who have exhausted all accrued paid leave and are not eligible for leave under the state or federal FMLA, may apply for an extended leave of absence for medical reasons or due to other extenuating circumstances.

**Application Procedures:** The employee shall complete the [Cedarburg School District Extended Leave Request Form](#) and submit it to Human Resources at least forty-five (45) days in advance unless the employee is unable to provide such notice due to reasons outside the employee's control. The application for an extended leave shall include acceptable medical or other verification of the need for extended leave and the anticipated start date for the leave and the

anticipated date of return to work. Such application will be reviewed, processed and granted or denied at the sole discretion of the Director of Human Resources.

**Duration of Extended Leave:** The duration of the leave will be based on the needs of the employee balanced against the needs of the District; but shall not exceed one (1) calendar year, unless otherwise required by law. An early return from the leave shall only be upon the mutual agreement of the employee and the Director of Human Resources.

**Return from Extended Leave:** The employee shall notify the Director of Human Resources of the intent to return to work at least forty-five (45) days prior to the expiration of the leave. A medical practitioner's clearance to return to work is required for extended leaves due to medical reasons. The employee may be returned to the former position, if available. If the former position is not available as determined by the District, the employee may be returned to a similar position as determined by the District, unless the employee's percentage of contract was reduced or increased due to nonrenewal and/or a reduction or increase in hours, whichever is applicable.

**Failure to Notify of Return to Work in a Timely Manner:** An employee's failure to provide timely notice of the employee's intent to return to work may be considered a voluntary resignation from employment with the District as of the end of the leave.

## RESPONSIBILITIES AT NO ADDITIONAL COMPENSATION

**Hours of Work:** Although the work of professionals is not limited to any specified number of hours or days per week, the generally expected hours of attendance are established by the administration. Part-time employees are expected to attend and participate the entire day for all professional development and for a time commensurate to their full-time equivalence on record-keeping days. *The expectation that Professional Educators attend meetings, perform duties and meet responsibilities outside the typical workday is in no way meant to be unduly burdensome or unreasonable. Highly- compensated, exempt Professionals in other occupations often work what are considered to be “long” hours as required to meet the expectations of the position, whether due to the time of the year, individual responsibilities, unusual circumstances or the nature of specific projects/assignments. In the event a professional meeting/activity requires an unusually extreme amount of time, an employee may request additional compensation from the appropriate administrator. When such circumstances can be anticipated, requests for additional compensation should be made prior to the meeting/activity/event. Additional compensation is not guaranteed.*

**Curriculum Development Committee Meetings:** In order to continuously improve the K-12 curriculum, Curriculum Development Committees may be established, requiring representation across levels and schools. When convened, volunteers may be solicited, but employees may be assigned to a Curriculum Development Committee. Reasonable efforts will be made to compensate employees participating on Curriculum Development Committees. There may be times when employees are expected to participate on a Curriculum Development Committee without additional compensation. Such participation will not be unreasonable or without sufficient notification.

**Non-Instructional Assignments/Duties:** Non-instructional assignments and duties, including but not limited to bus duty, general supervision and study hall supervision, will be made by building Administrators. Efforts to fairly and equitably assign these assignments will be made.

**Open House & Parent-Teacher Conferences/Consultations:** Attendance at Open Houses and Parent-Teacher Conferences is required at no additional compensation. Educators shall consult regularly and consistently with parents so that parents can optimize their role in the education of their children. Such consultation may be in the form of phone contacts, electronic mail, websites, other digital media, home visitations, progress reports, in-person appointments, etc., in addition to parent/teacher conferences.

**Other Meetings:** Employees are required to attend, for no additional compensation, meetings of individual educational plan teams, meetings to prepare individual education plans, parent- requested meetings, administrator-requested meetings and/or activities/meetings of a similar nature as a professional responsibility.

**School Cancellations:** In the event the school is cancelled due to inclement weather or other emergency, Professional Educators are not required to report to school. Full or partial day closures may be made up at the discretion of the District. The District shall make up all days/hours necessary to guarantee the receipt of state aids and/or necessary to meet the minimum annual school year requirements (days and hours) of the State of Wisconsin. Employees shall not receive additional compensation in the event the District requires such day(s)/time to be made up with or without pupils.

**Staff Meetings:** Employees are required to attend all staff, faculty, department, team, grade level and other similar school/district meetings as part of their regular salary. The administration will provide a schedule of regular meetings at the start of the school year and shall attempt to provide reasonable notice of any other meetings.

**Supervision at School Events:** Teachers are required to attend and help supervise a minimum of two (2) school or district events beyond the normal workday. These events include, but are not limited to, athletic contests, concerts, music/drama programs, art shows, parent/community education opportunities or other activities that are extra-curricular or co-curricular in nature. Notice of such events will be provided at the beginning of the school year or as soon as is practical. Efforts will be made to accommodate individual employee's schedules so this professional expectation can be met with sensitivity to personal obligations.

## APPENDIX A - SUPERVISION AND EVALUATION

Employee evaluation is a continuing process for the purpose of improving instruction and assessing the individual performance of staff members. Employees will be supervised and evaluated by a certified building principal, assistant principal or other district administrator or a non-District employee. At the beginning of the school year, the District will provide employees with their placement within the supervision and evaluation cycle. The District may modify this list at any time. Employees will be notified of any changes in the evaluation list.

Employees will be formally evaluated every year, every other year, or every third year at the discretion of the District.

- A. All employees will complete a goal setting plan each year.
- B. All formal observations should be completed by May 31.
- C. All formal observations will be followed by a conference with the evaluator. The employee and the evaluator are mutually responsible to schedule this conference within five (5) working days of the actual observation.
- D. Assistance, recommendations and directions may, at the discretion of the District, be provided in an attempt to support improvement of employee performance in relation to improved student learning.

**Acknowledgement of Receipt and Response:** The employee will acknowledge receipt of all completed documents/forms related to supervision and evaluation within ten (10) days of receipt/notification. All educator responsibilities related to the evaluation system (whether electronic or hard copies) will be reviewed, submitted, acknowledged and confirmed, as appropriate, before the last workday of the school year, or sooner, if so directed by the administration. Acknowledging receipt does not imply agreement with all or part of the documents received. Any employee wishing to comment on the evaluation or who feels the evaluation was incomplete, inaccurate, or unjust, may reduce those comments or objectives to writing and have them attached to the evaluation instrument to be placed in the personnel file. An employee may attach a response to any document related to this process after the employee's receipt of the evaluation document(s). The file copy of the evaluation and any comments or objectives shall be signed by both parties to indicate awareness of the content.

**Intensive Supervision:** Intensive Supervision may be necessary to provide direction for employees whose performance is not meeting expectations. Intensive Supervision may include a description of concerns and/or the employee's deficiencies, a description of appropriate performance, goals/targets and frequent supervisory activities including at least one evaluation. Intensive Supervision may also include various means of professional development, formal and informal observations, walk-throughs, support by experts in the field and/or peer coaching or mentoring. In all cases, the nature and duration of Intensive Supervision is at the discretion of the Administration. If Intensive Supervision does not enable the educator to ameliorate the concerns, non-renewal of the employment contract pursuant to Statute 118.22 may be necessary.

**New Employee Support:** New to the District Employees are required to actively participate in the Mentor Program as determined and defined annually by the District. New to the District Employees may be required to spend up to the hourly equivalent of five additional work days without additional compensation, most of which will likely take place prior to the beginning of school, to prepare professional and curriculum materials and lesson plans (in addition to being oriented to the District's evaluation practices and general expectations for their assignments). Administrators may plan the activities for the additional work days.

## APPENDIX B - SUPPLEMENTAL ATHLETIC & ACTIVITY ASSIGNMENTS

*This Appendix will be reviewed to ensure fairness and equity. The compensation ranges are guidelines only.*

Non-teaching-related duties outside the regular employee's day are non-renewing and for the given season/year only. Activity assignments will be offered to the individual who, in the sole discretion of the District, is the most qualified applicant. An employee wishing to be relieved of such assignment for the following school year must submit to the supervisor a written statement of said intention as far in advance as possible. Such requests may be denied if submitted less than twenty-one (21) calendar days prior to the start of the activity, except in unique situations or where a suitable replacement is readily available.

Employees shall assume responsibility for the supervision of the extra-curricular activities that are included in their letters of assignment. The stipend for extra-curricular activities shall be specified in the letter of assignment and payments shall be made in accordance with District payroll procedures. The letter of assignment is not a contract, and individuals holding extra-curricular positions are considered at-will employees for the purposes of the extra-curricular assignment. Individuals holding extra-curricular assignments shall be evaluated in the manner deemed appropriate by their supervisor.

The following list is not comprehensive. Any additional positions found necessary will be placed in an appropriate group upon approval from the Superintendent or designee.

Group I (\$1,300 - \$4,700)		Group I (\$1,000 - \$4,000)
<b>Head Varsity Coaches:</b> Baseball                      Basketball (1B, 1G) Cheerleading                Cross Country Dance                         Football Golf                            Hockey Soccer (1B, 1G)              Ski Team Softball                      Swimming (1B, 1G) Tennis (1B, 1G)              Track (1B, 1G) Volleyball                    Wrestling		<b>District:</b> IMC Coordinator; Health Coordinator; Curriculum Council Members (Communication Arts, Math, Science, Social Studies, Career Education, World Language, Guidance, Music, Art, Health/Physical Education); Fitness Center Director  <b>High School:</b> CHS Newspaper, Musical Director, Debate, Technical Director, Cedariel, Forensics  <b>Webster:</b> Director of Sports/Activities
Group II (\$1,000 - \$2,700)		Group II (\$800 - \$2,000)
<b>Assistant Varsity Coaches:</b> Swimming (1B, 1G)            Wrestling (1) Football (6)                    Basketball (3B, 3G) Soccer (3B, 3G)                Volleyball (2) Hockey (1)                     Baseball (2) Softball (2)                    Track (6)  <b>Webster:</b> Basketball (4B, 4G) Wrestling		<b>High School:</b> Pep Band, Fall Class Play, Stage Craft, Winter Play, Instrumental Musical, Student Council, Forensics Assistant (2), Debate Assistant, Vocal Music Musical, Choreographer, Marching Band  <b>Webster:</b> Student Council, Forensics (4), Band (2), Choir, Musical Director, Musical Stage Director, Musical Choreographer
Group III (\$800 - \$2,400)		Group III (\$300 - \$1,000)
<b>Assistant Varsity Coaches:</b> Cross Country (1) Golf (2) Tennis (1B, 1G)  <b>Webster:</b> Track (3B, 3G)    Volleyball (4)  Fitness Center Supervisors (3)		<b>High School:</b> AFS, Stage Band, Swing Choir, FBLA, Drama Club, Chamber Choir, Homecoming Advisors (4), National Honor Society, Junior Prom Chairperson, Computer Club/Team, Scholarship Coordinator, Vocal Music – Concerts, Math Team, Marching Band (Asst.) (2), Science Club, German Club, Spanish Club, Environmental Club, Pep Club, Technology Club, and Other Clubs  <b>Webster:</b> Jazz Band, Drama, Chamber Choir, Art Club, Yearbook, Ski Club (3), and Forensics Asst.
		Group IV (\$150 - \$300)

	Elementary Choir Concerts (3)
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## APPENDIX C – GRIEVANCE PROCEDURES

Individual employees shall use the following procedure for resolving disputes regarding employee termination, employee discipline, or workplace safety issues.

### A. Timelines

1. **Informal Grievance Submission:** The employee must discuss any grievance related to discipline or workplace safety with the employee's principal or immediate supervisor prior to filing a formal written grievance in order to informally resolve the issue. Grievances related to termination may proceed straight to the written grievance step.
2. **Formal Grievance Submission:** The employee must file a written grievance within five (5) working days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. "Working day" is defined as any day that the District Business Office is open. The grievance must be in writing.
3. **Administrative Response:** The Director of Human Resources (or designee) will meet with the grievant within fifteen (15) working days of receipt of the written grievance. The Administration will provide a written response within five (5) working days of the meeting.
4. **Impartial Hearing:** The grievant may file an appeal to the Impartial Hearing Officer by giving written notice to the Director of Human Resources within ten (10) working days of the Administrative Response. The Administration will work with the Impartial Hearing Officer and grievant to schedule a mutually agreeable hearing date.
5. **Impartial Hearing Officer Response:** The Impartial Hearing Officer shall file a written response within thirty (30) working days of the hearing date.
6. **School Board Review:** The non-prevailing party may file a request for School Board review within ten (10) working days of receipt of the Impartial Hearing Officer Response. The School Board shall make a decision regarding whether or not a hearing will be held within twenty-five (25) working days of the appeal. A written decision will be made within sixty (60) working days of the filing of the appeal.
7. All timelines may be extended by mutual agreement.

### B. General Requirements

1. Only an individual employee may initiate a grievance. An employee may only initiate a grievance in writing regarding employee termination, employee discipline or alleged workplace safety issues. The term "employee termination", as used in this section, shall **not** include the following:
  - i. workforce reduction;
  - ii. voluntary termination including, without limitation, quitting or resignation;
  - iii. job abandonment;
  - iv. end of employment due to disability;
  - v. retirement;
  - vi. non-renewal under Wisconsin Statute Section 118.22;
  - vii. any other cessation of employment involving the completion of a temporary or seasonal assignment, conclusion of a specific term contract, a daily assignment, substitute assignment, conclusion of a limited-term position or the conclusion of a part-time or replacement employment relationship.
2. The term "employee discipline," shall include any employment action that results in disciplinary suspension without pay, disciplinary reduction in pay or other benefits, or disciplinary demotion. The term "employee discipline", as used in this section, shall **not** include the following:

- i. plans of correction or performance improvement;
- ii. performance evaluations or reviews;
- iii. documentation of employee acts and/or omissions in an employment file;
- iv. oral or written reprimands;
- v. administrative suspension with pay;
- vi. administrative suspension without pay pending investigation of alleged misconduct or nonperformance;
- vii. non-disciplinary wage, benefit or salary adjustments; or,
- viii. other non-material employment actions.

3. The term "workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety. The written grievance must contain:

- i. a statement of the pertinent facts surrounding the nature of grievance;
- ii. the date the incident occurred;
- iii. the steps taken to informally resolve the grievance;
- iv. the individuals involved in the attempted resolution, and the results of such discussion;
- v. the specific requested remedy; and
- vi. the workplace safety rule alleged to have been violated, if applicable.

4. The Administration's written response to the grievance must contain:

- i. a statement of the date the meeting between the Administration and grievant was held;
- ii. a decision as to whether the grievance is sustained or denied;
- iii. in the event the grievance is denied, a statement outlining the timeline to appeal the denial.

#### C. Impartial Hearing Officer (IHO)

1. IHO Selection: The Administration shall select the Impartial Hearing Officer (IHO). The IHO shall not be an employee of the district. The IHO may be an employee of another district, a retired school administrator, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the district.
2. IHO Standard of Review: The IHO will adhere to specific guidelines set forth by the District regarding hearing procedures. The standard of review for the IHO is whether the decision of the Administration was arbitrary or capricious. A decision will not have been arbitrary or capricious if it was made in the best interest of the district. If the decision was not arbitrary or capricious then the IHO is required to find on behalf of the Administration. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence. The Impartial Hearing Officer's written recommendation to the grievance must contain:

- i. a statement of the pertinent facts surrounding the nature of the grievance;
- ii. a recommendation as to whether the grievance is sustained or denied, with the rationale for the recommendation;
- iii. a statement outlining the timeline to appeal the recommendation;
- iv. the IHO must sustain or deny the decision of the Administration. Authority is not given to modify the decision as made by the Administration. Authority is not given to grant in whole or in part the specific request of the grievant.

D. Appeal to the School Board: The School Board may decide, in each situation, whether it will review the record and make a decision, assign an independent hearing officer to create a recommendation for the School Board's review, or hold a new hearing and make an independent decision. The manner of review is the sole choice of the School Board.

E. The School Board's written decision regarding the grievance must contain a decision as to whether the grievance is sustained, denied or modified.

F. Grievance Process

1. Grievances will be processed per the provided timelines.
2. An employee may advance a grievance to the next step if a response is not provided within the designated timeframes.
3. An employee may not file or advance a grievance outside of the designated timeframes.
4. The Director of Human Resources may advance a grievance to the next step at the written request of either the employee or the supervisor.
5. Failure of the employee to adhere to any of the specified timelines within the process shall result in the grievance being denied. The School Board in its discretion may, however, consider an otherwise untimely grievance at the School Board level of the grievance procedure.
6. Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.
7. Granting the requested or agreed upon remedy resolves the grievance.
8. The decision of the School Board is final and not subject to further review.