

Employment Handbook for Professional Teaching Staff



School District of Kewaskum

*Igniting a Passion for Learning
Revised March 2017*

Table of contents

INTRODUCTION	1
PURPOSE OF THE EMPLOYEE HANDBOOK	1
PROFESSIONAL RESPONSIBILITIES AND EXPECTATIONS.....	2
PROFESSIONAL EXPECTATIONS & CODE OF CONDUCT	2
ATTENDANCE	3
CONFIDENTIALITY	3
PROFESSIONAL APPEARANCE AND ATTIRE	3
GENERAL.....	4
EQUAL EMPLOYMENT OPPORTUNITY	4
COPYRIGHT	4
DISCRIMINATION AND HARASSMENT FREE WORKPLACE.....	4
FAMILY AND MEDICAL LEAVE (FMLA)	6
TOBACCO, DRUG AND ALCOHOL FREE WORKPLACE	7
CARRYING A CONCEALED WEAPON IN SCHOOL.....	7
EMPLOYMENT STATUS AND PROVISIONS	9
BREACH OF CONTRACT	9
PERFORMANCE STANDARDS/SUPERVISION/EVALUATION ...	9
TRANSFER REQUESTS	9
REDUCTION IN STAFF	10
DISCIPLINE	10
EMPLOYMENT TERMINATION AND NONRENEWAL OF EMPLOYMENT	11
GRIEVANCE PROCEDURE	11
EMPLOYMENT PRACTICES AND PROCEDURES	12
MASTER’S DEGREE OR NATIONAL BOARD CERTIFICATION APPROVAL	12
INTERNET, EMAIL, NETWORK AND SOCIAL MEDIA USAGE	12
PERSONAL USE OF SOCIAL NETWORKING SITES - GUIDELINES	13
MILEAGE REIMBURSEMENT	13
OTHER BOARD POLICIES	13
OUTSIDE EMPLOYMENT	14
PERSONNEL RECORDS	14
POLITICAL ACTIVITY	14
SCHOOL CLOSURE	15
WORK RELATED ACCIDENTS AND INJURIES	15

LEAVES	16
JURY DUTY.....	16
MILITARY LEAVE	16
UNPAID LEAVE OF ABSENCE	16
UNPAID TIME OFF.....	17
APPENDIX.....	18
ALTERNATIVE BENEFIT IN LIEU OF HEALTH INSURANCE.....	18
COBRA (CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT).....	18
DENTAL INSURANCE.....	18
DISTRICT RETIREMENT.....	18
EMPLOYEE ASSISTANCE PROGRAM	19
FAIR LABOR STANDARDS ACT	19
FLEXIBLE REIMBURSEMENT PLAN.....	19
HEALTH INSURANCE.....	19
LIABILITY INSURANCE	19
LIFE INSURANCE.....	20
LONG-TERM DISABILITY.....	20
PERSONAL DAY.....	20
SHORT-TERM DISABILITY	20
TAX SHELTERED ANNUITY	21
PAID TIME OFF	21
WAGES/SALARY.....	21
WISCONSIN RETIREMENT SYSTEM	21
WORKER’S COMPENSATION	21
EMPLOYEE ACKNOWLEDGEMENT	23
ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK	23

Introduction

Purpose of the Employee Handbook

This handbook has been prepared to acquaint staff with the School District of Kewaskum's policies, procedures, rules and regulations; however it should not be considered all-inclusive. Please read and become familiar with this information. If you have any questions regarding the handbook or matters which are not covered, please direct them to the Superintendent. For any questions regarding benefits, please contact the Business Office. Other policies that apply to staff and students are available on the District's web page.

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.

This handbook supersedes any and all previous handbooks, statements, policies, procedures, rules or regulations given to employees, whether verbal or written. The provisions set forth therein may be modified or eliminated as the District deems appropriate.

Nondiscrimination Clause

The Kewaskum School District does not discriminate on the basis of sex, race, color, religion, creed, age, national origin, ancestry, pregnancy, marital status or parental status, sexual orientation, or disability. Wis. Stat. 118.13 Pupil discrimination prohibited

(1) No person may be denied admission to any public school or be denied participation in, be denied the benefits of or be discriminated against in any curricular, extracurricular, pupil services, recreational or other program or activity because of the person's sex, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability.

The following person/people has/have been designated to handle inquiries regarding the nondiscrimination policies: Jan Chapman, Director of Pupil Services, 1675 Reigle Dr., PO Box 37, Kewaskum, WI 53040, 262-626-8427 ext 8013, jchapman@kewaskumschools.org; Mark Bazata, Curriculum Director, 1675 Reigle Dr., PO Box 37, Kewaskum, WI 53040, 262-626-8427 ext 8009, mbazata@kewaskumschools.org

Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request.

To request accommodation, please contact Jan Chapman, Director of Pupil Services, 1675 Reigle Dr., PO Box 37, Kewaskum, WI 53040, 262-626-8427 ext 8013, jchapman@kewaskumschools.org.

Professional Responsibilities and Expectations

Teaching is a professional occupation. Professional staff members are expected to supervise and instruct students and to be present to carry out their professional responsibilities. The schedule of each building will be developed by the District and published. Educational and other professional requirements may make it necessary for occasional changes in normal starting and ending times. Alternate work schedules to better serve the needs of students may be developed between the District and individual staff members. The school day for professional certified staff shall be eight (8) continuous hours in length, inclusive of the thirty (30) minute lunch period.

There will be no more than 180 teacher-student contact days with the remainder of the contract days used for professional development during the school year. This schedule may vary from year to year as determined by the School Board. Annually, the School Board will develop and adopt a school calendar that will be available on the District website.

Professional Expectations & Code of Conduct

The District is committed to the highest professional standards and fosters a culture of integrity and accountability. A physically and emotionally safe environment is essential for learning to occur. Respect and understanding of one another are foundations of an effective learning and working environment. Collaboration and cooperation enhance student achievement and job performance. High expectations combined with a positive, caring environment motivate people to strive for excellence.

To promote the best possible learning organization and ensure orderly operations, the School Board expects employees to conduct themselves in keeping with the following parameters:

- Develop professional relationships with students, staff and parents which serve as the foundation for learning;
- Uphold the dignity and decorum of the position in every way;
- Maintain confidentiality of information as prescribed by state and federal law;
- Avoid conflict-of-interest situations as defined by state statute and refrain from accepting any gift, fee, free services or anything of substantial value for or because of any act performed or withheld in the performance of duties;
- Use school property only for officially authorized activities;
- When acting as an official representative of the district in the presentation of papers, talks or demonstrations, refrain from soliciting or accepting fees, honoraria or reimbursement of expenses for personal gain when services are performed on school time;
- Establish effective communications and positive relationships with staff and parents; and
- Uphold state and federal laws and Board policies applicable to the performance of responsibilities.

Attendance

Regular attendance is required of every District employee. It is the employee's responsibility to be ready to begin his or her professional duties on time each day and to return on time from scheduled breaks and lunch breaks. Although there are justifiable reasons to be absent from work, employment assumes the availability for work and excessive absenteeism or tardiness will lead to discipline, up to and including termination. Employees are expected to comply with the reporting procedures for absences and tardiness as outlined in this handbook and communicated to them by their supervisor.

Professional certified staff are required to report any absence. This includes notifying the District's substitute contractor no later than 5:30 a.m. on the day of the absence.

Substitute Folder: Teachers are expected to have a substitute folder for use when they are absent from school. The folder must be turned in to the appropriate administrator or designee in each building. The folder should include information on student names and other helpful hints to assure safe and productive instruction occurs while the teacher is out. If possible for unplanned absences, but required for preplanned absences, the teacher should provide a detailed lesson plan that aligns to the topic being studied and refrain from busywork unrelated to course objectives. It is important to view these days as continuous instruction days and not as "free days" for the students. Teachers are responsible to follow up on substitute recommendations and referrals for student misconduct.

Tardiness: Tardiness, unless due to emergency conditions communicated to and excused by the supervisor or another appropriate administrator, is not permitted. Excessive tardiness will result in disciplinary action, up to and including termination.

Confidentiality

Employees shall use confidential information appropriately and with respect for the rights of individuals. Privileged information shall not be used for personal gain or to the detriment of the District. All student records are to be treated as confidential information, unless otherwise directed by this policy or applicable law. Violation of this policy will result in progressive discipline, up to and including termination.

Reference: Board of Education Policy #8350

Professional Appearance and Attire

All employees represent the District are expected to set an example and dress for success. Dressing for success means to dress in a professional manner to set a positive example for the students, district, and community. By setting these expectations, the School Board desires to communicate high standards in our education environment and promote a greater sense of respect from students, parents and community members that professional staff deserves.

All clothing worn to school must be neat, clean and in good repair. There will be casual days on Fridays and/or spirit days. On these casual days, jeans will be allowed. Flip-flops and shorts are not acceptable. T-shirts or sweatshirts may be appropriate if a unique school or class activity warrants them, please check with your building administrator for prior approval. Failure to dress appropriately can impact the way an administrator, other teachers, students and parents perceive the employee in question. Employees who appear for work inappropriately dressed will be addressed in a private conference with their supervisor, building principal, superintendent or designee.

General

Equal Employment Opportunity

The Board of Education does not discriminate in the employment of administrative staff on the basis of the protected Classes of race, color, national origin, age, sex (including transgender status, change of sex, sexual orientation, or gender identity), pregnancy, creed or religion, genetic information, handicap or disability, marital status, citizenship status, veteran status, military service (as defined in 111.32, Wis. Stats), national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the District's premises during non-working hours, declining to attend an employer-sponsored meeting or to participate in any communication with the employer about religious matters or political matters, or any other characteristic protected by law in its employment practices.

If the professional staff member has questions about Equal Employment Opportunity or how to file a complaint regarding equal employment s/he should refer to:

Board of Education Policy 3122 – Nondiscrimination and Equal Employment Opportunity
AG 3122 - Nondiscrimination and Equal Employment Opportunity

Reference: Board of Education Policy #1422

Copyright

All reproduction of copyrighted material shall be conducted strictly in accordance with applicable provisions of law and School Board Policy. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form. Employees are further advised that copyright provisions apply to all forms of digital media. Questions regarding copyright should be directed prior to reproduction to the Curriculum Director.

Discrimination and Harassment Free Workplace

All School District employees have the right to work in an environment where they are treated with respect and dignity and are free of all forms of harassment. The School District will not tolerate, condone or allow harassment by any employee or non-employee who conducts business with the School District. Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, sex, religion, age, disability, sexual orientation or national origin.

The School District considers harassment and discrimination of others to be forms of serious employee misconduct. Therefore, the School District shall take direct and immediate action to prevent such behavior and to remedy all reported instances of harassment and discrimination. A violation of this policy can lead to discipline, up to and including termination.

Definitions

Verbal Harassment: Unsolicited or unwelcome verbal conduct, including but not limited to innuendoes,

degrading or suggestive comments, repeated pressure for dates, jokes, unwelcome flirtations, degrading words used to describe an individual, obscene or graphic descriptions of an individual's body or threats that job, wages, assignments, promotions or working conditions could be affected if the individual does not agree to or submit to unwelcome conduct.

Non-Verbal Harassment: Unsolicited or unwelcome non-verbal conduct, including, but not limited to sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, electronic messaging, email, the Internet or other such sources as a means to express or obtain sexual or discriminatory material, printed or written materials including offensive cartoons, suggestive or offensive sounds, whistling, catcalls or obscene gestures. Any material which inappropriately raises the issues of sex or discrimination.

Physical Harassment: Unsolicited or unwelcome physical contact, which may include touching, hugging, massages, kissing, pinching, patting or regularly brushing against the body of another person.

Unwelcome Harassment: For the purpose of this policy, conduct is unwelcome when the person subjected to the conduct did not solicit or incite the conduct and regarded the conduct as undesirable or offensive. Conduct may be unwelcome despite participation by the offended employee and despite the fact that the offended employee does not tell the accused the conduct is unwelcome.

Sexual Harassment: Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term of condition of employment;
- Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment; or
- Any verbal, written, visual or physical act that creates a hostile, intimidating or offensive work environment or interferes with an individual's job performance.

Other Forms of Harassment: Persistent and unwelcome conduct or actions on the basis of race, color, religion, national origin, disability, sex, arrest or conviction record, marital status, sexual orientation, membership in the military reserve or use or nonuse of lawful products away from work and other protected categories under federal or state law is prohibited under this policy.

Complaint Procedures

Any employee encountering harassment is encouraged but not required to inform the person that his or her actions are unwelcome and offensive. This initial contact can be either verbal or in writing. The employee is to document all incidents of harassment in order to provide the fullest basis for investigation.

Any employee who believes that he or she is being harassed shall report the incident(s) as soon as possible to a supervisor or the Superintendent (or his/her designee) so that an investigation can be conducted and, if necessary, steps may be taken to protect the employee from further harassment, and so that appropriate remedial action, where appropriate, may be initiated. The supervisor or the Superintendent (or his/her designee) shall meet with the employee and document the incident(s) complained of, the person(s) performing or participating in the harassment, any witnesses to the incident(s) and the date(s) on which it occurred.

The Superintendent (or his/her designee) shall be responsible for investigating any complaint alleging

harassment or discrimination promptly and thoroughly. In the event the complaint is substantiated, the District will take prompt and effective action to address the problem.

Confidentiality

Any harassment complaint filed under this policy will be promptly investigated in a confidential manner so as to protect the privacy of persons involved. Confidentiality will be maintained throughout the investigatory process, and records will be released only if required by state or federal law.

Retaliation

The District will not permit or condone retaliation against an employee who files a harassment complaint, makes a report of harassment or participates in an investigation. Retaliation is a violation of this policy and shall be reported immediately. Any employee found to have retaliated against another employee for filing a harassment complaint, reporting harassment or participating in an investigation will be subject to the same disciplinary action as provided for harassment offenders. Complaints for retaliation shall be reported and processed in the same manner as complaints for harassment.

Reference: Board of Education Policy #1662, #3362, #3362.01

Family and Medical Leave (FMLA)

The federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide employees with the right to take unpaid leave when employees need time off from work to care for themselves or a family member who is seriously ill, to care for a newborn or newly adopted child or to attend to the affairs of a family member who is called to active duty in the military. Questions regarding these laws and the District's FMLA and WFMLA policy, should be directed to the District Office.

Notification of Benefits and Leave Rights

Since the District has an employee handbook or other written policy concerning employee benefits or leave rights, information concerning FMLA entitlements and employee obligations under the FMLA is included in the *Handbook* as required by federal law. The District shall post the text of the notice contained in the following link in a conspicuous place where notices to employees and applicants are customarily placed: <http://www.dol.gov/whd/fmla/finalrule/FMLAPoster.pdf>. See 29 U.S.C. § 2619(a); 29 C.F.R. § 825.300(a)(1).

Eligibility Notice

When an employee requests FMLA leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave within five business days, absent extenuating circumstances. 29 C.F.R. § 825.300(b).

Rights and Responsibilities Notice

The District shall provide written notice outlining specific obligations of the employee and explaining any consequences of not meeting those requirements. 29 C.F.R. § 825.300(c). The District is satisfying this notice requirement by directing the employee to the following website, which combines the eligibility notice and the rights & responsibilities notice into a single form: U.S. DEP'T OF LABOR, *Notice of Eligibility and Rights & Responsibilities (FMLA)*, available at <http://www.dol.gov/whd/fmla/finalrule/WH381.pdf>.

Designation Notice

The District shall inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. U.S. DEP'T OF LABOR, *Designation Notice (Family and Medical Leave Act)*, available at <http://www.dol.gov/whd/forms/WH-382.pdf>. See 29 C.F.R. § 825.300(d).

Tobacco, Drug and Alcohol Free Workplace

The School District does not permit smoking in any of the District facilities or on District property.

The District recognizes alcohol and other drug abuse as a potential health, safety and security problem, and it is the District's intent and obligation to provide a drug-free, healthful, safe and secure work environment. Therefore, the use, sale, purchase, manufacture, distribution, dispensation, possession or presence in one's system of alcohol or a controlled substance on District premises or while conducting District business off premises (e.g. chaperoning or supervising students) is absolutely prohibited by the District. The policy will be applied in a manner which is consistent with the District's obligations under state and federal disability laws.

All employees are advised that remaining drug and alcohol free at work is a condition of continued employment with the District. The District may require an employee to undergo a drug or alcohol test when the District has a reasonable suspicion that the employee is in violation of this rule.

Employees must, as a condition of employment, abide by terms of this policy. In addition, an employee must notify the District of any criminal drug statute conviction for a violation occurring on District premises or while conducting District business off premises. Anyone violating this policy will be terminated.

Reference: Board of Education Policy #3215, #3122.01

Carrying a Concealed Weapon in School

Dangerous Weapons Prohibited

No District employee may possess, use, or store any dangerous weapon in any school or other building or facility that is owned, occupied or controlled by the District; on the grounds of a school or on other school premises; in any District-owned vehicle or on any form of District-provided transportation; or at any District-sponsored program or activity not held on school grounds or on school premises, where such program or activity qualifies as a special event having restricted access that is controlled by the District.

In addition, to the extent such restrictions are not otherwise prohibited by law:

- No District employee shall possess or use a dangerous weapon at any time when acting within the scope of his/her employment; and
- No District employee shall possess or use any dangerous weapon when acting in his/her District-authorized capacity, regardless of the location where such duties are performed (including, for example, on District field trips).

Exceptions to the Prohibitions against Dangerous Weapons

The prohibitions on dangerous weapons identified above do not apply in the following circumstances:

- Where state law prohibits a school district from restricting any individual's right to possess a firearm or other dangerous weapon in a location covered by this policy (e.g., an employee holding

a valid license to carry a concealed weapon has limited rights to store a licensed weapon in his/her own vehicle, which rights are further restricted when the vehicle is located on school grounds).

- Where the firearm or other dangerous weapon is lawfully possessed or used by a laws enforcement officer or a state-certified commission warden acting in his/her official capacity.
- Pursuant to any other exception that is consistent with applicable law and that is approved in advance by a motion of the Board.

Nothing in this policy is intended to prohibit the possession or use of potentially dangerous objects or substances that are not designed primarily for use as a weapon (e.g., certain equipment and tools), provided that such objects or substances have been issued or authorized by the District, and provided that such objects or substances are possessed and used exclusively for their limited and authorized purposes(s).

Further, it is understood that school employees or other authorized individuals may sometimes have a need to temporarily take possession of a dangerous weapon that is present in a school environment in order to address a violation of law or policy and to protect the health and safety of others. Temporary possession of a weapon under such circumstances shall be considered authorized and shall not be considered a violation of this policy. In such circumstances, the weapon should be stored in a secure manner until it can be safely turned over to law enforcement at the earliest reasonable opportunity.

Additional Employee Responsibilities

If any District employee has reason to believe that an employee, student, visitor, volunteer or other person possesses or has used or stored a weapon in violation of this or any other District policy, that employee is required to report such belief to a supervisor, a building principal or the District Administrator. There will be no retaliation against any employee who, in good faith, reports a violation of this policy or participates in the investigation of such a report.

Employees are responsible for taking reasonable steps, in advance, to ensure that any item in their possession or control is not prohibited by this policy. Employees who have questions about whether an item, object or device is covered by this policy, or whether a particular exception identified in this policy may apply in a specific context should contact the District Administrator.

School personnel should contact and seek the assistance of law enforcement when addressing situations involving violations of this policy. When implementing this policy, school administrators and other employees should be aware that state-issued licenses permitting certain private individuals to lawfully carry a handgun or certain other weapons in various public places generally do not permit the possession, carrying or use of such weapons in schools or on school premises whether the weapon is concealed or not concealed.

Sanctions for Violations

Employees violating the policy may be subject to disciplinary action up to and including termination of employment, and shall be referred to law enforcement officials for possible prosecution under applicable laws or ordinances.

Reference: Board of Education Policy #3217

Employment Status and Provisions

Breach of Contract

The Kewaskum School District employs professional and certified staff as provided under section 118.22 Wis. Statutes. Contracts issued are one school year in length and end June 30 of the school year unless otherwise specified.

The School Board shall consider on a case-by-case basis all requests for early release from a teaching contract. Early release may be agreed to by the Board without expense to the teacher. If the best interests of the School District and its students will not be adversely affected, the Board may agree to early release upon payment by the teacher in accordance with the following schedule of liquidated damages which the parties looking forward, reasonably anticipate will follow such a breach: receipt of a certified letter to the District Administrator (Superintendent) between June 15 and July 31 - \$500; receipt of a certified letter to the District Administrator (Superintendent) August 1 or thereafter - \$1,000.

Performance Standards/Supervision/Evaluation

The District seeks to employ, retain and promote highly competent and productive personnel. The District defines standards for performance which promote achievement of students including instructional, classroom management and professional responsibilities. Feedback regarding performance promotes continuous improvement. The District will implement a performance evaluation system aligned to the standards. Evaluations will be conducted utilizing processes and instruments adopted by the District.

Newly employed teachers and other professional or certified staff will be evaluated and assessed annually to determine if the individual has the skills, abilities and talents to successfully work in the Kewaskum School District. All formal evaluations will include direct observation of performance. Generally, this process will span an introductory period of three complete teaching years. However, all teachers and other professional or certified staff are expected to continue to demonstrate these skills, abilities and talents throughout their careers and will be evaluated on an ongoing basis.

In the event that a professional or certified staff member shall be terminated or non-renewed based on performance, such action shall be taken only after direct observation and evaluation.

Transfer Requests

Available job postings are listed on the District website and/or WECAN (Wisconsin Education Career Access Network). Any employee, after having been in his or her current placement for one (1) year, who desires a change in his or her assignment may submit a formal transfer request to the District Administrator for any posted opening. The District's objective is to select the most qualified candidate, as determined by the District, for the position. An employee may receive an administrative transfer when such a transfer is in the best interest of the District or when the transfer has been requested by the employee and approved.

Reduction in Staff

At times it may be necessary to reduce the number of staff employed by the District. In the event that the District, in its sole discretion, determines that it is necessary to reduce the number of staff, the District will provide consideration for the exceptional individual without exclusive emphasis on seniority.

The elimination of a position does not necessarily mean the individual occupying the position will be dismissed. When an individual is released, the decision will be based on a composite of the following criteria:

- Type, quantity and quality of service made to the teaching profession including, staff member performance as determined by the District and contribution to the school community beyond classroom and the school system;
- Adaptability to other assignments (academic and extracurricular) and multiple licenses;
- Evidence of professional growth as well as specialized or advanced training;
- Previous history of grade levels and subject areas taught; or
- Effectiveness in teaching and in related professional responsibilities evidenced by teacher evaluation.

Although length of service in the District will be considered when reducing the workforce, it will not be the sole deciding factor in any decision regarding a reduction in force. Employees whose contracts are not renewed do not have any right to replace or “bump” another employee.

When possible, the District will provide the employee subject to a reduction in force thirty (30) days written notice; however, based on the circumstances, the District expressly reserves the right to notify an employee of a reduction in force with less than thirty (30) days written notice.

An employee who is not-renewed as a result of a reduction in force will retain the employee’s original date of hire for purposes of determining wages should the employee return to employment with the District for a period of one (1) year from the date of reduction; however, the time spent away from employment shall not be counted towards years of service in the District.

An employee who is not-renewed by the District as a result of a reduction in force may apply for any open position for which he/she is qualified, but he/she does not have any right to be recalled to a position.

Reference: Board of Education Policy #3131, #AG3131

Discipline

Discipline may result when an employee’s actions fall short of generally accepted standards of professional behavior or violate a policy or rule, when an employee’s performance is not acceptable or the employee’s conduct is detrimental to the interests of the District. Typically, disciplinary action will involve any of four steps: verbal warning, written warning, suspension with or without pay and termination of employment. Specific disciplinary actions will depend on the behavior and frequency of occurrences. Some serious employee behaviors may lead to suspension or termination without following progressive discipline steps. The District reserves the right to impose disciplinary action as may be appropriate in particular circumstances.

Reference: Board of Education Policy #3139

Employment Termination and Nonrenewal of Employment

In the event of misconduct, the District reserves the right to discipline, and, if necessary, terminate a teacher in accordance with any applicable state statutes. The District may non-renew a teacher's individual contract as provided under Sec. 118.22, Wis. Stats.

Reference: Board of Education Policy #3140

Grievance Procedure

Purpose

It is the policy of the District to treat all employees equitably and fairly in matters affecting their employment. Each employee of the District shall be provided an opportunity to understand and resolve certain matters affecting employment that the employee believes to be unjust. This procedure is available in the case of any employee's disagreement with discipline or termination of employment, as well as any matter relating to workplace safety.

Grievance Processing Procedure

If the professional staff member has questions about the grievance procedure he/she should refer to:

Board of Education Policy 3340 – Grievance Procedure

Reference: Board of Education Policy #3340

Employment Practices and Procedures

Master's Degree or National Board Certification Approval

Employees are encouraged to develop their skills in order to advance their career opportunities and personal growth. With that in mind, in order to take advantage of possible district incentives, teachers enrolled in a masters, or National Board Certification programs must submit in writing to the Superintendent a description of the program prior to taking coursework from an accredited institution of higher learning. The program must be directly applicable to the teacher's current assignment and accompanied by a rationale stating the anticipated benefits of the program to the teacher's assignment. Approval-denial decisions will consider the anticipated impact as stated in the rationale.

Internet, Email, Network and Social Media Usage

The School Board is committed to the effective use of technology to both enhance the quality of student learning and the efficiency of District operations. Safeguards shall be established so that the Board's investment in both hardware and software achieves the benefits of technology for operations and student learning and inhibits negative side effects.

The District information technology, computer hardware and software systems are the property of the Kewaskum School District. The District also owns the telephone system, cellular technology, personal digital assistants, fax machines and removable storage devices. The data generated, received or stored on information technology equipment, including messages, is the property of the District.

The District's Internet system has a specific educational purpose and is not a public access service or a public forum. The Board has the right to place restrictions on its use to assure that use of District computers, network and Internet services ("network") is in accordance with its educational purpose and has done so. Employee use of the District network will be governed by this policy and related administrative guidelines and any applicable employment contracts.

Use of the Internet and information technology in the District is a privilege and must be consistent with the educational goals and objectives of the District. Inappropriate use will result in disciplinary action consistent with Board policy and state statute. The building principal or designee will determine what is appropriate use, consistent with this policy and the administrative guidelines. The building principal or designee's decision is final.

Users should have no privacy expectations regarding the content of any files or any records of their online activity while on the District network. The District may monitor and perform periodic inspections of employee email, Internet use, file storage, District-owned cellular and telephone use and other information technology use without any further notice or permission. The District has the right to confiscate, move, upgrade or reconfigure District-owned equipment at any time. A password does not indicate personal privacy from District monitoring. Lack of monitoring in particular situations is not a waiver of the District's right to monitor in the future.

Although staff are not prohibited from using District information technology for personal reasons, such use must be limited to breaks and time outside of the work day. Use should not interfere with network use

for District purposes and must adhere to appropriate use of information technology, including the Internet, as outlined in District policies and rules.

Personal Use of Social Networking Sites - Guidelines

In general, what an employee does on his or her own time outside of work will not be regulated by the District. However, the District may monitor and regulate employee postings or activities outside of work if:

- The employee chooses to identify him or herself as an employee of the District;
- The activity occurs through use of any District technology;
- The activity affects the employee's job performance or the performance of other District employees; or
- The activity involves or relates to the District, District students, their parents or other family members or employees.

The District may monitor employee use of social networking sites. Employees should be aware that posting on websites, including social networking sites or any other websites, should not be presumed to be private. Accordingly, employees may be subject to discipline for violating these guidelines or any other applicable District policies.

Staff members communicating with students via non-District sponsored applications or devices including, but not limited to, use of social network sites and instant messaging, must honor and respect the professional teacher and student relationship. All communications on the District network or telephone system are governed by the District's policies including harassment and nondiscrimination.

No staff member may utilize the District's information technology, including the Internet, to transmit, access, download, display and distribute images, sites or materials that could be obscene, sexually explicit, pornographic or harmful to minors.

Mileage Reimbursement

The District shall reimburse employees for the use of private vehicles for school business at the established IRS rate per mile. All mileage is to be figured using the shortest of the following options:

- From the school of employment and terminating at such school.
- From the employee's residence and terminating at the employee's residence.
- From the employee's residence and terminating at the school of employment.
- From the school of employment and terminating at the employee's residence.

Employees requesting reimbursement as part of a professional development conference or other school business shall seek pre-approval from their immediate supervisors.

Other Board Policies

The Board of Education defines policies and regulations that govern school district operations. Copies of the policies are available on the District's website. Staff are responsible for implementing district policies.

Outside Employment

Employees may hold outside jobs as long as the employees meet the performance standards of their job descriptions with the District. Unless an alternative work schedule has been approved by the District, employees will be subject to the District's scheduling demands, regardless of any existing outside work assignments.

Personnel Records

A personnel file shall be maintained for each employee and may contain such information as application, credentials, transcripts, references and other pertinent information concerning the employee. Individual personnel records shall be maintained in accordance with state and federal laws and regulations, including Wisconsin Statutes 103.13.

An employee shall have the right upon request, by appointment, to review the contents of his or her personnel file added subsequent to employment by the School Board. All material gathered prior to employment by the School Board shall be considered privileged information and the School Board shall maintain the right to remove said information prior to allowing the employee access to the file.

If an employee desires to review his or her personnel records, contact the District Administrator or his/her designee for an appointment. Consistent with applicable law, the District will allow employees to inspect their personnel records twice a year and within seven (7) working days after the employee makes the request for inspection. Only administrative, management and supervisory personnel with a need to know, may review another employee's personnel records.

Political Activity

Staff members have civic responsibilities and rights including the right to vote, be an active member of the political party of their choice, campaign for candidates for election to public office, and seek, campaign for and serve in public office.

Political activities of staff members must be conducted outside of school hours and off school premises. At no time may staff members present themselves as a representative of the school district nor may they speak on behalf of the District without authorization of the District administration.

In fulfilling their professional responsibilities as members of the staff, they will refrain from exploiting their privileges of position. They will not exploit students in any way for political purposes for themselves or for any party, candidate or special interest group.

If an employee disagrees with any information contained in the personnel records, a removal or correction of that information may be mutually agreed upon by the District and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The District shall attach the employee's statement to the disputed portion of the personnel record.

School Closure

Should inclement weather or other emergency situations require the District to close school, automated calls will be placed to staff using the automated message system. Local television and radio stations will also be notified. If a contract day is canceled by the administration because of inclement weather, mechanical failure or any other reason, and teachers and students do not report at the scheduled time in the morning, the day will be rescheduled.

Work Related Accidents and Injuries

Any accident occurring on school premises must be reported within 24 hours to the building principal or immediate supervisor in accordance with established procedures. Forms are available in each building for employee use. All employees are expected to follow District safety rules and regulations and are expected to report unsafe conditions or practices to the appropriate supervisor.

Leaves

Jury Duty

Employees of the District will be released to fulfill citizenship obligations of jury duty. The difference between their salary and the salary paid for jury duty will be paid by the District. Notification of jury duty must be given to the employee's immediate supervisor and to the Business Office (with the summons date) prior to jury duty and a written statement of reimbursement at the completion of the duty.

Employees are permitted to retain reimbursement for mileage which is normally issued as a separate check.

The district will follow the procedure below to handle pay or reimbursement for both the employee and the District:

- The employee's paycheck will be issued with no deductions for days of jury service.
- When the employee receives payment for jury duty services, he or she should compensate the District for time paid.

Military Leave

An employee who is a member of a United States Military Reserve and who may be called upon for reserve training shall be paid his or her regular weekly earnings. The amount of pay received by the employee will be offset by any military pay received.

Benefits due employees while on voluntary or involuntary military leave will be determined by applicable state and federal laws and only those benefits as required by such laws will be provided. If state and federal laws are not applicable to a specific benefit no such benefit will be provided.

Unpaid Leave of Absence

Employees who request time off for a voluntary professional or personal leave must submit their request to the District Administrator at least sixty (60) days prior to the requested leave. Unpaid leaves of absence may be granted for periods of time if, in the sole opinion of the District, the leave is in the best interest of the District and does not disrupt normal school operations.

Because each leave is considered on its own merits and is dependent to some extent on operations of the District, it must be understood that one leave does not establish a precedent for another.

If acceptable to the insurance carrier, the individual may continue insurances at his or her own expense at the group rates. If the premium is not received by the first of the month, the employee's insurance coverage shall be terminated. During the unpaid leave of absence, the employee will retain accumulated paid leave, but will not accrue any additional paid leave.

The employee will be required to notify the Business Manager of the employee's intent to return to work by the date as specified in the leave approval. If the employee does not provide such notice he/she will be deemed to have resigned from his or her position with the District as of the expiration date of the leave.

Upon return from any leave of absence, the employee may be returned to his or her former position, if available. If the former position is not available as determined by the District, the employee shall be returned to an equivalent position in terms of percentage of contract unless the employee's percentage of contract was reduced due to nonrenewal or reduction in force.

Unpaid Time Off

Employees who request unpaid time off for circumstances not otherwise covered by any other category must submit their request to the District Administrator whenever possible at least fifteen (15) days prior to the requested absence. Unpaid absences may be granted for periods of time if, in the sole and absolute opinion of the District, the absence is in the best interest of the District and does not disrupt normal school operations.

Because each absence is considered on its own merits and is dependent to some extent on operations of the District, it must be understood that one absence does not establish a precedent for another. Depending on the nature of the absence request, the employee may be required to pay for the cost of a substitute at the discretion of the District. An employee's attendance history will be considered as part of the District's decision.

Appendix

Alternative Benefit in Lieu of Health Insurance

The District may provide an alternative benefit plan in lieu of health insurance coverage to employees with family plan coverage. Each teacher eligible to participate in the District's health and drug insurance coverage may elect through the cafeteria plan either to be provided with the District's health and drug insurance coverage or to receive additional payments of cash compensation, the amount determined by the Board of Education. Contact payroll for a benefits list. These payments will be evenly distributed during regular pay periods.

It is the responsibility of the teacher to pay the employee portion of the employment-related taxes which may be imposed upon any additional cash payments paid to the teacher under the cafeteria plan.

COBRA (Consolidated Omnibus Budget Reconciliation Act)

The District offers employees the opportunity to remain on the District's health, drug and dental insurance plan at the group rate in certain instances where coverage under the plan would otherwise end. For a listing of qualifying events and benefit details employees are encouraged to contact the Business Office.

Dental Insurance

The District will provide a comprehensive dental insurance plan to eligible employees. The District shall pay a Board approved amount towards a monthly premium. Contact payroll for a benefits list. A teacher who has not chosen to participate in the District dental insurance plan because of alternative coverage may enter the plan, single or family as appropriate, on

thirty (30) days notice if any one or more of the following occur to his or her alternative dental insurance coverage:

- Loss of coverage because of divorce or death, retirement, resignation or other similar termination of the insured's employment relationship;
- A significant reduction in the scope of benefits; or
- A significant increase in the amount of the insured's required contribution to the cost of the alternative insurance.

Part-time employees, who are .75 FTE (full-time equivalency) or above are entitled to participate in this benefit. The employee share of the premium is prorated based on the FTE regularly worked.

District Retirement

Teachers who are age fifty-seven (57) or greater shall be eligible to receive retirement benefits based on years of service as follows:

- At least fifteen (15) years of consecutive service in the Kewaskum School District, but less than twenty (20) years of consecutive service in the Kewaskum School District – Two (2) years of Board paid health insurance.
- At least twenty (20) years of consecutive service in the Kewaskum School District, but less than twenty-five (25) years of consecutive service in the Kewaskum School District – Three (3) years of Board paid health insurance.
- At least twenty-five (25) years of service in the Kewaskum School District, twenty (20) of which must be consecutive years of service in the Kewaskum School District, but less than thirty (30) years of service in the Kewaskum School district – Four (4) years of Board paid health insurance.
- At least thirty (30) years of service in the Kewaskum School District, twenty (20) of which must be consecutive years of service in the Kewaskum School District – Five (5) years of Board paid

health insurance.

For the purpose of this subsection, consecutive is defined as continuous service to the district from the initial date of hire.

All insurance coverage benefits will terminate upon the retiree's eligibility for Medicare or completion of the retiree benefit, whichever comes first.

Teachers who plan to take early retirement shall submit to the district administrator a letter of resignation on or before February 1 of the school year prior to the planned retirement. Said letter shall be effective at the end of the teacher's final individual contract year.

Health insurance is paid at the contribution rate in effect at the time of retirement.

COBRA benefits run concurrent with retirement benefits.

Employee Assistance Program

The District recognizes that employees may experience personal problems that have an impact on their individual well-being or job performance. The purpose of contracting with an outside agency to provide confidential professional assistance is to offer support to employees when it is needed. The Employee Assistance Program (EAP) is a free benefit to employees and all services provided are kept strictly confidential. Further information can be provided by the Business Office.

Fair Labor Standards Act

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including executive, administrative and professional employees who meet regulatory requirements under the Fair Labor Standards Act (FLSA). Teachers are considered to have professional status and are included in this

exemption.

Flexible Reimbursement Plan

The District will provide eligible employees the opportunity to participate in a Flexible Benefits Plan. Employees can automatically set aside part of their salary (before taxes) to pay for qualified medical expenses or child or dependent care. For further details employees are encouraged to contact the Business Office.

Health Insurance

The District will provide a comprehensive health (medical and drug) insurance plan to eligible employees. The District shall pay a Board approved amount towards a monthly premium. Contact payroll for a benefits list. A teacher who has chosen to not participate in the District medical and prescription drug insurance plans because of alternative coverage may enter the plan, single or family as appropriate, on thirty (30) days notice if any one or more of the following occur to his or her alternative health insurance coverage:

- Loss of coverage because of divorce or death, retirement, resignation or other similar termination of the insured's employment relationship.
- A significant reduction in the scope of benefits.
- A significant increase in the amount of the insured's required contribution to the cost of the alternative insurance.

Part-time employees, who are .75 FTE (full-time equivalency) or above are entitled to participate in this benefit. The employee share of the premium is prorated based on the FTE regularly worked.

Liability Insurance

The District covers employees for liability in accordance with the terms of the District's liability insurance policy.

The District provides insurance to cover employees against any potential liability while the employee is fulfilling his or her employment responsibilities. Liability insurance coverage requires employees to follow School Board policies. Wisconsin state statutes protect public employees who are carrying out their regular duties and acting within the scope of their employment from frivolous lawsuits.

Life Insurance

The District will carry group life insurance for all teachers electing the plan, in accordance with applicable provisions of Wisconsin Statutes. The School District will pay the full cost for each full-time teacher. The insurance for each employee under age 70 will equal the gross amount of his or her total earnings including any amount paid into a tax sheltered annuity which, if not in even thousands, is increased to the next higher thousand.

Part-time employees who are .5 FTE (full-time equivalency) or above are entitled to participate in this benefit.

Long-Term Disability

The District will provide a long-term disability insurance plan to eligible employees for the purpose of providing partial wages should an employee suffer an illness or injury that prevents their return to work. The District will pay the full premium for a long-term disability insurance policy.

Part-time employees, who are .5 FTE (full-time equivalency) or above are entitled to participate in this benefit.

Personal Day

Teachers may annually utilize two (2) personal days (in no less than ¼ day increments) for an unspecified reason, subject to the following conditions:

- Five school days notice shall be required prior to the use of the personal day.
- A personal day shall not be utilized during the first five (5) calendar days (with day one being the first day teachers report for work at the beginning of the school year) nor during the last ten (10) calendar days (the last calendar day being the last day teachers report for work as noted in the Kewaskum School District teacher calendar). At the high school, the personal day shall not be used one week before or after semester examinations.
- The District reserves the right to limit District-wide the number of personal days granted for unspecified reasons to ten (10) per day.
- The personal day shall not be utilized on the school day immediately before or after winter break, spring break or holidays listed in the Kewaskum School District calendar nor shall it be used on the following: 1) the day of parent-teacher conferences or 2) District professional development days.

At the end of each school year, unused Personal Days shall be added to the teacher's Paid Time Off balance for those employees who have not reached the maximum accumulation.

Short-Term Disability

The District will provide the opportunity for teachers to be covered by a short-term disability insurance plan. The teacher shall pay the full cost of the premium through payroll deduction. This benefit will be available if and only if a

sufficient number of employees opt to take the insurance in order to meet the carrier's minimum participation rules. The premiums for such a plan are to be paid fully by participating employees.

Tax Sheltered Annuity

The District will provide the opportunity for eligible employees to participate in a tax shelter annuity program. The amount to be deducted is selected and the determination made wholly by the person choosing to participate in the savings program. Employees may choose to defer either a percent of salary or a specific dollar amount up to the amount permitted by law. For further details employees are encouraged to contact the Business Office.

Paid Time Off

All full-time teachers shall be allowed a total of ten (10) days annually for paid time off. Paid time off for part-time teachers will be prorated based in direct relation to the full-time equivalency (FTE) percent for which they are employed. Annual paid time off which is unused may be accumulated to seventy (70) days and canceled upon severance of employment from the District.

Paid time off consists of absences due to illness, bereavement, or emergency. It is the responsibility of the employee to follow all guidelines and procedures for reporting absences.

Paid time off for illness may be used for any absence from work due to the following:

- Personal illness, injury or serious health condition of the employee other than injuries or health conditions due to Worker's Compensation
- Serious health condition, illness or injury of a spouse, child, step child, or parent.

- Medical or dental appointments for the employee and/or child that cannot be scheduled outside of the employee's regularly scheduled work hours.

In the event of a death in an employee's immediate family, the employee will be granted bereavement leave under paid time off. Immediate family includes husband, wife, child, parent, brother, sister, grandparent, legal guardian, mother-in-law, father-in-law, sister-in-law, brother-in-law and grandchild. (Bereavement leave for persons beyond immediate family members shall require the approval of the Building Principal.)

For absences due to a sudden unexpected occurrence demanding immediate attention an immediate supervisor may grant an employee emergency leave during the workday.

Wages/Salary

The Pay and Compensation plan for teachers is established by the School Board, subject to the base wages which may be collectively bargained as required by state statute. All increases in base salary are subject to satisfactory performance as defined in the preceding year by the performance evaluation system. Salary for part-time teachers will be prorated based in direct relation to the full-time equivalency (FTE) percent for which they are employed.

Wisconsin Retirement System

For all eligible employees, the District will contribute the employer's share. The employee agrees to pay the employee's contribution as required by state statutes.

Worker's Compensation

All employees are covered by Worker's Compensation Insurance which provides certain

benefits when an employee is injured while working on the job. All injuries incurred on the job must be reported to the employee's immediate supervisor within twenty-four (24) hours after the occurrence of the injury. For further details employees are encouraged to contact the Business Office.

Kewaskum School District is committed to keeping employees safe and returning injured employees to modified or alternative work whenever possible and as soon as possible after an injury. This may be done by temporarily modifying the employee's regular job or providing the employee with alternative work assignments. The employee's medical condition, along with any limitations or restrictions given by the attending physician, will be considered and followed when identifying appropriate modified or alternative positions.

Employee Acknowledgement

Acknowledgement of Receipt of Handbook

Employee Copy

I acknowledge that I have read the School District of Kewaskum's Employment Handbook for Professional Teaching Staff and I understand its provisions. I understand that the School District may modify or eliminate the terms described in the Employment Handbook for Professional Teaching Staff at any time, with or without prior notice.

I further understand that the School District of Kewaskum's Employment Handbook for Professional Teaching Staff and any provisions contained in it do not constitute a guarantee of employment, a guarantee of any other rights or benefits or a contract of employment, express or implied. I understand that my employment is subject to Section 118.22 of Wisconsin Statutes.

Employee Name (Please Print)

Employee Signature

Date