

**SUPPORT STAFF
EMPLOYMENT HANDBOOK**

KEWASKUM SCHOOL DISTRICT

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SECTION I

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

The Employee Handbook which I have been provided contains important information about the Kewaskum School District, and I understand that I should consult with my building principal or the School District Superintendent or Business Director in the District Office regarding any questions not answered in the handbook. I have entered into my employment relationship with the Kewaskum School District voluntarily. I am informed and acknowledge that my employment is at will. I accordingly understand that either the Kewaskum School District or I can terminate the employment relationship at will, at any time, with or without cause, and with or without advance notice.

I understand and agree that no person or entity other than the Board of Education may enter into an employment agreement for any specified period of time, or make any agreement contrary to the stated employment-at-will policy of the Kewaskum School District.

I understand that the information, policies, and benefits described herein are subject to change at any time. I acknowledge that revisions to the handbook may occur, except to the School District policy of employment-at-will. I am informed that changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I acknowledge that only the Board of Education has the authority to adopt revisions to the policies in this handbook.

Furthermore, I understand that this handbook is not a contract of employment or a legally-binding agreement. I have had an opportunity to read the handbook, and I understand that I may ask my supervisor or the School District Superintendent or Business Manager any questions I might have concerning the handbook. I agree to conform with the terms and provisions contained in this handbook, as well as all other Board of Education policies, State and Federal laws, and any revisions made to them. I further agree that if I remain in employment with the Kewaskum School District following any modifications to the handbook, Board policies or State or Federal law, I thereby accept and agree to the changes.

I have received a copy of the Employee Handbook of the Kewaskum School District on the date listed below. I understand that I am expected to read the entire handbook. Additionally, I will sign two copies of this Acknowledgment of Receipt, retain one copy for myself, and return one copy to the District Superintendent or Business Manager in the District Office by the date specified. I understand that this form will be retained in my personnel file.

Signature of Employee

Date

Employee's Name – Printed

INTRODUCTION

The terms described in this Employee Handbook may be altered, modified, changed, or eliminated by the School District at any time, with or without prior notice, upon a majority vote of the Board of Education.

This Employee Handbook and all provisions contained herein do not establish conditions of employment, are not a guarantee of employment, and are not an employment contract, express or implied.

The employment of all employees is “at-will,” and may be terminated by either the employee or School District at any time for any reason, with or without cause, and with or without advance notice.

No administrator, supervisor, or individual member of the Board of Education has any authority to alter the at will employment relationship between employees and the School District.

BOARD OF EDUCATION AUTHORITY

The Board of Education of the School District, under authority specifically conferred by the Wisconsin Statutes, exercises all rights of possession, care, control and management of the property, affairs, and operations of the School District, and may do all things reasonable to promote the cause of education in the District, including, but not limited by enumeration to the following:

- A. To direct all operations of the District;
- B. To establish reasonable work loads, work rules, and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees in positions within the school system;
- D. To place employees on layoff from employment;
- E. To maintain efficiency of school system operations;
- F. To take whatever action is necessary to comply with State and Federal law;
- G. To create new positions or departments and to introduce new or improved operations, work practices, methods or facilities and to permanently or temporarily terminate, consolidate, transfer or modify existing positions, departments, operations or work practices;
- H. To select employees, establish job criteria and evaluate employee performance;
- I. To determine the methods, means and personnel by which school system operations are to be conducted;
- J. To take whatever action is necessary to carry out the functions of the school system in situations of emergency;
- K. To contract out for goods or services as the Board of Education may determine appropriate;
- L. To create, combine, modify and eliminate positions within the School District;
- M. To warn, reprimand, suspend, demote, discharge and take other disciplinary action against employees;

- N. To determine the size and composition of the work force, to determine the work to be performed by work force and each employee; and to determine the competence and qualifications of employees;
- O. To establish or alter the number of shifts, hours of work and work schedules and to schedule overtime when required.

SECTION II

SUPPORT STAFF DEFINITIONS

Regular Full-time Employees: Employees who regularly work 40 hours or more per week, 12 months per year.

Regular Part-time Employees: Employees who regularly work less than 40 hours per week, 12 months per year.

Full-time School Year Employees: Employees who regularly work 40 hours or more per week, during the school year.

Part-time School Year Employees: Employees who regularly work less than 40 hours per week during the school year.

Temporary Employee: A temporary employee is an employee who is hired for a specific job for a specific period of time not to exceed eighty (80) consecutive work days, and who will ordinarily be separated from employment at the end of such period or project.

SECTION III

PRE-EMPLOYMENT

POSTINGS

The School District will provide notice of all support staff job openings to employees through the District email system. The School District will post a similar paper copy notice at a designated location in each school building. School District employees are encouraged to apply for available positions that interest them.

The School District will select the most qualified applicant for every position based upon the job description, together with qualifications related to the position which exceed minimum qualifications listed in the job description. The term applicant refers to both internal candidates and external candidates.

STAFF PHYSICALS

New employees of the Kewaskum School District are required to have a health examination including a tuberculin test and drug screening. If an applicant discloses having a previous positive tuberculin test, a chest x-ray will be substituted. Whether to require a further tuberculin test and/or x-ray will be determined by the examining physician.

The cost of all physical examinations, x-rays and/or skin tests required by the School District shall be paid by the District unless covered under the School District health insurance plan. Forms approved by

the State Department of Public Instruction for physical examinations, x-rays and skin tests will be provided by the District.

Employees must use the approved forms and present the forms to the examining physician. Completed forms must be returned to the Business Manager. The Board of Education may engage a medical advisor to interpret all examination findings.

PRE-EMPLOYMENT DRUG TESTING

It is the policy of the Kewaskum School District, consistent with its obligations under state and federal law, to establish and maintain drug-free schools and workplaces, to require applicants for positions to consent to a pre-employment, post-offer, drug test.

This policy applies to all applicants who have received offers of employment for all regular and school year full-time or part-time positions, unless expressly excluded.

Any applicant who receives a conditional offer of employment and who refuses to take a drug test, or who receives a positive result on a drug test, will be disqualified from further consideration for the position.

All applicants for covered positions will receive written notice of this drug testing requirement prior to receiving conditional offers of employment. All drug test results for an applicant will be maintained in a separate confidential medical file, and will be released only with the express written consent of the applicant, or as required or authorized by law.

NONDISCRIMINATION

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

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.

SECTION IV

CONDITIONS OF EMPLOYMENT

DRUG FREE WORKPLACE

Purposes: The purpose of these work rules is as follows:

- A. To establish and maintain a safe working environment for all employees.
- B. To assure that the reputation of all employees is safeguarded.
- C. To reduce the possibility of accidental or intentional injury to person or property.
- D. To reduce absenteeism, tardiness and indifferent job performance.

Definitions:

- A. Alcohol or alcoholic beverage means any beverage that may be legally sold as alcohol. This includes, but is not limited to, fermented malt beverages, intoxicating liquor and wine.
- B. Drug means any substance other than alcohol, which is capable of altering the mood, perception, pain level, or judgment of the individual consuming it, and which is recognized as a drug in the official U. S. pharmacopoeia and national formulary or official homeopathic pharmacopoeia of the United States or any supplement to either of them.
- C. Prescribed drug means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal drug means any drug or controlled substance, the sale, possession or consumption of which is illegal.

Alcoholic Beverages:

- A. Employees will not introduce, possess or consume alcoholic beverages in or upon the premises of buildings or property of the Kewaskum School District or at any school sponsored activity, irrespective of location. Violation of this rule is a basis for disciplinary action.
- B. Any employee who drinks alcoholic beverages on duty or who is determined to be under the influence of alcohol while on duty is subject to disciplinary action.
- C. Excessive absenteeism, tardiness, unacceptable work performance and negligent or intentional conduct resulting in personal injury or property damage are a basis for disciplinary action even though related, in whole or in part, to off-duty use of alcohol.
- D. The sale, trade, exchange or delivery of an alcoholic beverage, under circumstances not authorized by law, by an employee to a person who has not attained the legal drinking age, is conduct wholly inconsistent with the educational goals of the Kewaskum School District whether on or off duty on School District property, and is a basis for dismissal.

Prescription Drugs:

- A. No prescription drugs will be brought upon any School District premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and will be used only in the manner, combination and quantity prescribed. When the use of drugs for medical purposes may affect behavior and performance, employees are required to advise their supervisor that they are taking such drugs. If an employee's improper performance of assigned duties presents a substantial risk of causing property damage or personal injury to the employee or other persons, the employee must report the taking of prescription drugs to the employee's supervisor or administrator. Assigned duties include, but are not limited to, operation of machinery and powered hand tools, driving a motor vehicle, and work with stoves and HVAC systems. The School District may require a medical evaluation and opinion as to the effect of a prescription drug upon the ability of an employee to safely perform required duties. In the best interests of the employee, co-workers, students and the School District, an employee may be prohibited from working or may be required to work under restrictions, while taking prescription drugs, as medical opinion may indicate.
- B. Excessive absenteeism, tardiness, unacceptable work performance and intentional or negligent conduct resulting in personal injury or property damage are a basis for disciplinary action even though related, in whole or in part, to off-duty use of prescription drugs.

Illegal Drugs:

- A. The manufacture, possession, use, sale or delivery of illegal drugs or controlled substances is conduct wholly inconsistent with the educational goals of the Kewaskum School District and will not be tolerated by the Kewaskum School District under any circumstance.
- B. The use of an illegal drug or controlled substance while on or off duty on School District property or at a school sponsored activity is a basis for disciplinary action.
- C. The sale, trade, exchange or delivery of illegal drugs or controlled substances by an employee to another person under any circumstances will result in dismissal.

Reasonable Suspicion Testing:

All employees may be asked to consent to alcohol and drug testing at any time the School District has reasonable suspicion to believe that the employee has violated District rules concerning alcohol and/or drugs when at work. 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 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.

EMPLOYMENT PROCEDURE

All non-certified personnel will be selected by the Business Manager and/or Principal, and recommended to the Superintendent and Board of Education for approval.

Employment will be conditioned on a satisfactory criminal background check. This includes completion of a questionnaire requiring disclosure of all misdemeanor, felony, and municipal ordinance convictions in this state, any other state, a foreign country or by a military court, as well as consent to release of all

criminal violation records. All offers of employment are subject to the result of the criminal background check.

PROBATION

All new employees must complete a probation period of one hundred eighty (180) calendar days from date of hire. During the probation period, the employee is subject to discharge.

During the probation period, an employee will be evaluated at least once. The intent of the evaluation is to provide a formal opportunity for the supervisor to discuss with the employee the things done well, things needing improvement and ways in which the employee can improve his/her job performance.

Upon completion of the one hundred eighty (180) day probation period, if a written evaluation by the supervisor indicates that the employee is not performing at a satisfactory level, the supervisor may recommend to the Superintendent of Schools or his/her designee, that the employee be discharged from employment, or that the probation period be extended. Upon such recommendation, the Superintendent of Schools or his/her designee may extend the probation period. During the extended period, the employee will be formally evaluated at least once. If upon further evaluation, the employee is still not performing at a satisfactory level, the employee will be recommended for discharge.

DISCIPLINE AND TERMINATION

The Board of Education retains the right and the responsibility to manage the work force. When the discipline of a staff member becomes necessary, such action will be consistent with the requirements of any applicable Board policy, and State and Federal law, together with this handbook. The Superintendent of Schools or designee may administer discipline.

The Superintendent may suspend any employee, with or without compensation, as a disciplinary measure, pending an investigation, or for any other appropriate reason.

The Superintendent may discharge any employee.

Disciplinary action will normally follow a progressive discipline model that is designed to correct inappropriate conduct or unacceptable work performance on the part of employees. Progressive discipline will generally be applied as follows:

- A. Oral reprimand
- B. Written warning
- C. Suspension without compensation (Superintendent Only)
- D. Discharge (Superintendent Only)

The Superintendent or designee may skip one or all steps in the progressive discipline model when she/he determines that the severity of the offense requires more substantial discipline.

The following is a non-exhaustive list of reasons for disciplinary action:

- A. Inability to interact professionally with colleagues;
- B. Unsatisfactory work quality;
- C. Failure or inability to master required work skills and tasks;
- D. Use of unauthorized physical force with students;
- E. Conviction of a crime, the circumstances of which substantially relate to the employee's position of employment with the School District;

- F. Sexual contact of any character with a student, irrespective of age.
- G. Dishonesty or falsification of records;
- H. Insubordination;
- I. Theft;
- J. Causing intentional or negligent damage to of District equipment or property.
- K. Unauthorized personal use of School District equipment;
- L. Use of intoxicants, illegal drugs or controlled substances while on duty or closely preceding duty to the extent that the effects on the user are apparent at work;
- M. Fighting or creating a disturbance among co-workers;
- N. Off-duty conduct which is contrary to commonly accepted moral or ethical standards which adversely affect the interests or operations of the School District, including conduct which subjects the School District to public ridicule or harms the reputation of the School District.
- O. Absence without authorized leave unless unable to request leave for medical or other reasons beyond the employee's control;
- P. Making a false claim for authorized leave;
- Q. Excessive tardiness or absences;
- R. Use of official position or authority for personal profit, sexual exploitation of another or political advantage;
- S. Sexual, racial or any other prohibited harassment of employees or students;
- T. Engaging in discriminatory or abusive conduct;
- U. Disregard for or repeated violations of safety rules and regulations;
- V. Knowingly make false or malicious statements with the intent to harm or destroy the reputation, authority or official standing of individuals or organizations;
- W. Acceptance of any gift, favor, or service that might reasonably be viewed as tending to improperly influence an employee in the discharge of official duties;
- X. Violation of work rules or Board policies;
- Y. Negligent work performance;
- Z. Failure to perform duties in conformance with School District standards, or as directed;
- AA. Unauthorized disclosure of student records or record information, as well as unauthorized disclosure of information acquired in the course of employment which the employee knows or reasonably should know is intended to be preserved as confidential.
- BB. Unauthorized and prohibited use of School District electronic communication and information systems, including the electronic mail and Internet systems.

Discipline of employees is subject to review through the grievance procedure set forth in this handbook.

WEAPONS PROHIBITION

Firearms and dangerous weapons are prohibited on all property of the School District at all times. Firearms and dangerous weapons have the definitions set forth at Section 119.25, 120.13(1), 941.235, 948.60, 948.605, and 948.61 of the Wisconsin Statutes.

PERSONNEL RECORDS

At the time of initial employment and prior to the first day of September, each employee may file with the School District copies of employment history records, records of education or training, and records of military service, if any.

For the benefit and use of the School District and the employee, the School District will maintain a personnel file related to the employee in the office of the Superintendent. The file will include the following records:

- A. Correct name, address and telephone number
- B. Data on education, including special training completed
- C. Completed application form
- D. Health and/or medical examination records (separate file)
- E. Record of assignments
- F. Evaluation of performance.
- G. Copy of Licenses and Certificates as issued.
- H. Employment history including records of military service.

All material within an employee's personnel file, maintained by Kewaskum School District Administration, will be available for the employee's inspection except as limited below.

Employees will have an opportunity to review materials referring to an employee's performance or conduct, placed in personnel files. The employee will acknowledge the opportunity to review the material with a signature. The employee will also have an opportunity to file a comment on such materials. Any comment will be reviewed by the Superintendent or his designee and will be attached to the materials filed.

An employee must review the contents of his/her personnel file in the presence of the Business Manager or designee.

Employees may make copies of any records available to them in their personnel files.

The following materials will not be made available for an employee's review or inspection: personal references, letters of reference or other similar documents received prior to the employee's initial employment with the Kewaskum School District; test documents; records relating to the investigation of possible criminal offenses committed by the employee; materials used by the School District for staff management planning; information of a personal nature about a person other than the employee, if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy; and records relevant to any pending claim between the School District and the employee which may be discovered in a judicial proceeding.

Requests to review files should be presented to the Business Manager who will coordinate when and where the employee may review the personnel file.

CHILD ABUSE REPORTING

- A. Under the Wisconsin Statutes, certain persons who have reasonable cause to suspect that a child, seen by the person in the course of professional duties, has been abused or neglected or who has reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur, is required to file a report with the county department of human services. These persons include a school nurse, social worker, school teacher, school administrator, school counselor, a physical therapist, physical therapist assistant, occupational therapist, speech-language pathologist and an audiologist.
- B. Employees who are not mandatory reporters as set forth in paragraph A., above, but who in connection with their job responsibilities have reasonable cause to suspect that a child has been abused or neglected or who have reason to believe that a child has been threatened with abuse or neglect and that abuse or neglect of the child will occur, must promptly notify their building principal or the Superintendent of Schools of suspected abuse.

ON THE JOB TRAINING

Required in-service training for support staff may be provided from time to time upon the recommendation of the Business Manager at the expense of the School District. On the job training will be provided as needed, or as recommended by the individual's supervisor or the Business Manager.

SUPERVISION

The principal or immediate supervisor will be responsible for supervising all support staff employees under his or her authority. The purpose of supervision is to:

- A. Assign work and exercise oversight as to the manner in which work is performed;
- B. Assure work quality;
- C. Assure adherence to work rules and Board of Education Policy;
- D. Assure that priority is consistently assigned to the interests of students and the educational program;
- E. Assure efficient use of School District resources of all types;
- F. Afford an opportunity for employee comment and suggestions on improving School District methods of operation.

Supervision shall be frequent and of sufficient time to implement these purposes.

ASSIGNMENTS

Each support staff employee will be given a specific assignment in terms of duties, work hours and supervision.

Transfers: Transfers of employees will be made when necessary to meet work load conditions, building or program requirements, or other good reasons. Transfers require the recommendation of the building principal and/or immediate supervisor and the approval of Superintendent. The Kewaskum School District retains all rights to determine employee duties, work hours, work location, supervision and classification as District needs change.

WORK SPACES, INCLUDING DESKS AND LOCKERS

Employees shall have no expectation of privacy with respect to any item or document stored in or on District owned property, which includes, but is not limited to, desks, filing cabinets, mailboxes, lockers, tables, shelves, and other storage spaces in or out of classrooms. School District administrators, with the authorization of the Superintendent of Schools, may at any time conduct a search of such property, regardless of whether the searched areas or items are locked or unlocked.

HOURS OF WORK

Hours of work will be established by the immediate supervisor or building principal, and approved by the Superintendent to accommodate the educational process. Different hours of work may apply in different School District locations. Work schedules may be changed by the Superintendent of Schools, as necessary.

The normal work day for full time twelve month support staff personnel will consist of eight (8) consecutive hours, excluding an unpaid lunch period of one half (1/2) hour. The immediate supervisor or building principal will set exact times for the start and end of work, the lunch period, and breaks with approval of the Superintendent. The Kewaskum School District retains the right to vary work hours as needs change within the District. Practical notice of necessary work schedule changes will be provided whenever possible. Weather and other unanticipated circumstances may alter work schedules.

OVERTIME OR EXTRA WORK

Overtime Pay: Approved work over forty (40) hours in a week is classified as overtime. Sick leave, emergency days, vacation days and holiday pay are not hours worked for the purpose of determining qualification for overtime pay. The immediate supervisor or building principal must authorize all overtime work in advance. Overtime will be paid at the rate of time-and-one-half the regular hourly wage.

All employees are required to work overtime when directed, irrespective of length of service within the School District. Whenever and wherever practicable, extra work-time will be offered to employees assigned to a building on as equal a basis as possible. All employees will have the opportunity to be assigned extra work-time in a building. Whenever practicable, a substitute employee will replace an absent employee.

The immediate supervisor and the employee may mutually agree in writing to compensatory time off in lieu of overtime pay. Compensatory time off will be accrued and credited at the applicable overtime rate. Compensatory time may be taken any time during the fiscal year mutually agreed upon by the employee and his/her immediate supervisor. When taken off, compensatory time hours are paid at straight time. If the employment relationship is severed or if compensatory time is not taken before the end of the school year, the employee will be paid at the applicable straight time rate for all accumulated compensatory time. Any unused compensatory time off will be paid during the last pay period of the school year.

SPECIAL COMPENSATION

Employees who work on a holiday will be paid double for the hours worked.

BREAKS AND LUNCH

All employees may take a 10-minute paid break for each 4 hours worked. All employees working in excess of 6 hours per day may take an unpaid, uninterrupted 30-minute lunch.

ADMINISTRATION OF PAYROLL

Support staff will be paid on an hourly basis which may be calculated hourly, daily or bi-weekly. The District Office will administer the employee payroll in accordance with state, federal and Board of Education regulations. Payment of earned wages will be made by direct deposit to the bank or financial institution of an employee's choosing. If a normal payroll date falls on a legal holiday, payment will be made on the business day prior to the holiday.

The Board of Education will approve all forms of voluntary payroll deductions, and reserves the right to charge the actual cost to make them. The following voluntary payroll deductions are approved:

- A. District approved tax sheltered annuity, deferred compensation or Roth plans.
- B. Insurances premiums on plans offered by the District.

APPAREL

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.

DISASTER PREPAREDNESS

All employees must be familiar with building procedures in the event of emergency such as fire, tornado, intruders, etc. When drills are staged, every staff member must follow proper procedures.

STAFF - STUDENT RELATIONS

Employees of the District are required to regard each student as an individual and to accord each the rights and respect due any individual. The role of support staff with regard to students will be as resource persons, helpers, and guides in the learning process.

The welfare and achievement of students are dependent upon positive relationships within the school environment. To this end, employees of the District are required to develop positive student-staff relationships by:

- A. Maintaining empathy with and respect for students.
- B. Communicating with students in a way that fosters the development of a positive self-image.
- C. Safeguarding confidential information about students.
- D. Using credible, positive feedback with students.
- E. Modeling and reinforcing positive behaviors that are expected of students.
- F. Using problem-solving techniques in correcting and attempting to change student behavior.
- G. Exercising good judgment in dealing with students, parents, staff, and the public.
- H. Displaying moral and ethical behavior with students including adherence to the prohibition against sexual contact or any other intimate, sexual, or otherwise inappropriate relationships with students whether consensual or otherwise, irrespective of the age of the student, to include communication through electronic media.
- I. Not attempting to influence students with personal political or religious beliefs.

The use of ridicule, insults, sarcasm, cynicism, sustained or repeated yelling, profanity, belittling or intimidating statements or behaviors and other offensive or inappropriate statements or conduct toward students will not be tolerated in the School District.

ABSENCES AND LEAVE OF ABSENCE (HOURS BASED)

Sick Leave:

Regular and school year full-time employees will be granted ten (10) days of sick leave per year. During the first year of employment employees will accrue one (1) sick day for each calendar month of employment with the School District. Unused sick leave days may accumulate to a maximum of sixty (60) days.

Sick leave for regular and school year part-time employees will be pro-rated based on the number of hours per day that the employee is regularly scheduled to work. Unused days may accumulate to a maximum of sixty (60) days.

Sick leave will not be accrued for any period of absence without pay. The Superintendent or designee may require an employee to present a statement from a licensed physician certifying that the employee qualified for sick leave, and as appropriate, whether the employee has fully recovered from illness or injury and is capable of resuming regular duties. Payment will not be made for fraudulent use of sick days. Sick leave must be taken in 15 minute increments.

Employees may use a maximum of five (5) sick days per year for the illness of the employee's child or the serious health condition of a member of the immediate family. The five (5) sick leave days are in addition to leave available under the State and/or Federal Family and Medical Leave Acts. For the purpose of this Article, the following definitions apply:

- A. Child means a natural, adopted, foster or treatment foster child, a stepchild or a legal ward who is less than eighteen (18) years of age or the individual is eighteen (18) years of age or older and a legal dependent of the employee.
- B. Parent means a natural parent, foster parent, treatment foster parent, adoptive parent, stepparent or legal guardian of an employee or an employee's spouse.
- C. Spouse means an employee's lawful husband or wife.
- D. Serious Health Condition means a disabling physical or mental illness, injury, impairment or condition involving any of the following:
 - 1. Inpatient care in a hospital, nursing home, or hospice.
 - 2. Outpatient care that requires continuing treatment or supervision by a health care provider.

The District reserves the right to decide what non-emergency medical appointments are necessary during the school day. All employees are encouraged to schedule their doctor or dentist appointments during non-work hours.

Funeral Leave:

All employees may be granted three (3) days of Funeral Leave per occurrence, upon approval of the Superintendent of Schools or designee. Funeral leave will be used only for purposes of attending a funeral or making required arrangements and will be deducted from the employee's sick leave. When requesting funeral leave, the employee will identify the relationship of the deceased person to the employee. Funeral leave exceeding the three (3) day maximum or when an employee has exhausted sick leave, will be subject to approval by the Superintendent as unpaid leave. Funeral leave will not be cumulative. Additional unpaid leave for extraordinary circumstances, such as extended travel, may be granted by the Superintendent.

Emergency Leave:

Two (2) days of non-cumulative emergency leave is available to each employee during the fiscal year. Emergency leave is deducted from sick leave. Permission for emergency leave must be obtained from the Superintendent.

An emergency is defined as an unplanned or unforeseen event compelling the presence of the employee away from work, including but not limited to:

- 1. A personal injury accident involving a member of the immediate family.
- 2. Fire or catastrophe impacting the residence of the employee.
- 3. Being the victim of a criminal act.

Personal Leave:

Two (2) days of personal leave may be requested by each employee during the school year. Personal leave is deducted from sick leave. The leave will be used for personal matters which cannot be handled outside the regularly scheduled work day/shift, to include hospital visitation, settling an estate, real estate closings, and other absences for personal and business reasons. Personal leave must be approved at least three (3) days in advance. Personal Leave will not be granted to extend a holiday or vacation.

Jury Duty Leave:

In the event an employee is required to appear for court in response to a jury summons, the District will pay the difference between the employee's regular pay for the period in question and the amount of jury

compensation the employee receives, excluding reimbursed expenses. Documentary confirmation of the amount received as juror pay must be presented before payment for the period of jury duty leave will be made. If jury duty service requires an employee to serve only a portion of the day, he or she will return to his/her regular School District duties for the balance of the assigned work shift.

Federal and State Family and Medical Leave Acts

Support staff members may be eligible for leave for reasons authorized under the Family and Medical Leave Acts (FMLA). Employee requests for leave should be presented to the District office. Additional information regarding FMLA leave may be obtained in the District office which is responsible for administering leaves.

Unpaid Days

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 after any and all personal and/or vacation days have been exhausted, and 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. An employee's attendance history will be considered as part of the District's decision.

SCHOOL CLOSING

For those days which involve a snow or other emergency school closing or early dismissal, employees will be paid only for hours actually worked. Employees who work evening hours will be notified as to whether they are required to report to work.

When employees are unable to work as the result of a school closing for all or part of a day, employees may elect to substitute available vacation or personal leave days. All days on which school is closed in response to snow or other emergencies will be made up as directed by the Board of Education.

POLITICAL ACTIVITY

- A. During work hours, no School District employee may engage in any activity involving solicitation, promotion, election, or defeat of any candidate for public office, referendum, legislation, or other political action.
- B. No School District employee may use in any manner the classrooms, buildings, facilities or students of the District for the purpose of solicitation, promotion, election, or defeat of any candidate for public office, referendum, legislation, or other political action.
- C. No School District employee may use School District equipment, materials, or resources of any character including electronic mail and Internet systems, for the purpose of solicitation, promotion, election, or defeat of any candidate for public office, referendum, legislation, or other political action.
- D. Violation of this rule is a basis for disciplinary action, including discharge from employment.

EVALUATIONS

It is the position of the Board of Education that a program of continuous evaluation is necessary for the improvement of employee work performance and of the educational program.

Principles: Evaluations assess employee performance of the major areas of the employee responsibility and duties within the school system and will include, but not be limited to, the following:

- A. Quality of work in the specific work assignment, including attendance.
- B. Understanding the role of the employee in the total school program.
- C. Attitude towards children, the public, and public education.
- D. Attitude towards teachers, supervisor, and fellow employees.
- E. Work habits.
- F. Commitment to improving work skills and qualifications.

The employee's supervisor will inform each employee of the basis upon which the employee will be evaluated in advance of evaluation. Employees will ask their immediate supervisor for any necessary explanation of their duties and responsibilities.

All evaluations will be on District approved forms, with standards for evaluation described in all areas to be evaluated.

The principal and/or the immediate supervisor will evaluate all employees under their authority. The District professional staff may be called upon to assist in evaluation of support staff employees.

Each support staff employee will be evaluated annually. Each new employee will be evaluated at least once before the final evaluation at the conclusion of the orientation period. The first evaluation will occur when the orientation period is approximately one-half (1/2) complete.

All evaluations will be filed in the employee's personnel file in the District office.

Evaluations may be used to inform employees of their performance and as an aid in improving performance. In order to accomplish this, evaluation reports will be discussed with the employee evaluated. The employee will be given a copy of the evaluation and will sign the District's copy to certify that the evaluation was discussed with the employee. Each employee will be permitted to comment on the evaluation orally or in writing, prior to the evaluation being filed in the personnel file.

The evaluation is the judgment of the evaluator regarding the employee's performance. An employee who believes that the evaluation is not a true reflection of their performance may request a conference with the Superintendent of Schools, in addition to presenting a written comment.

USE OF MEDIA AND COMMUNICATIONS SYSTEMS

All users of School District electronic communication and information systems, including electronic mail and the Internet, are reminded that schools must provide a safe environment for all. The School District is a public educational institution, however, the School District and its communication systems are not a First Amendment Public Forum.

The School District of Kewaskum electronic mail and Internet systems are owned by the School District and are intended for the purpose of conducting official District business only. School District email and Internet systems are not intended for personal use by employees of the District. The School District provides staff with access to electronic mail for purposes solely related to the academic program and

operations of the District. All School District of Kewaskum electronic mail and Internet accounts are owned by the District and are not private. The District retains the right to review, audit, intercept, access, and disclose all electronic mail messages created, received, and sent.

Transmission of materials, information, or software in violation of any local, state, or federal law is prohibited. This includes the transmission of confidential student, personnel, or other School District record information.

The electronic communication and information systems of the Kewaskum School District may not be used for any purpose which is pornographic, harassing, advocates violence, or has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive work or learning environment within the School District. There will be no use of communication and information systems which promotes the illegal use of drugs including prescription drugs and alcohol. Any act contrary to this rule will result in disciplinary action up to and including termination of employment.

All persons using electronic communication and information systems maintained by the School District are prohibited from accessing, downloading, viewing, soliciting, seeking, displaying, retaining, or distributing any material which is pornographic, harassing, advocates violence, involves gambling, violates copyright or intellectual property rights, or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive learning or working environment within the School District. All electronic information and communication systems shall have appropriate devices in place to prevent use of such systems for the unauthorized purposes described above, as well as to prevent intended and unintended access to inappropriate Internet sites by any employee. Inappropriate sites are those which contain material which is prohibited by this Policy. The failure of screening devices to operate as intended does not excuse an employee from conforming to this rule or authorize an employee to violate this rule. Violations of this rule will result in disciplinary action up to and including termination of employment.

INDIVIDUAL ACTIVITIES

Soliciting, Selling or Collecting: No commercial, charitable or personal soliciting, selling or collecting will be engaged in by support staff employees, without prior written permission, if such activities use the position, reputation or official standing of the School District or of the employee. The use of district facilities, equipment and property for personal use or gain outside the scope of employment, is prohibited.

NON-SCHOOL EMPLOYMENT

Support staff employees of the School District may not engage in any non-school employment which interferes with their School District work, their ability to perform their School District work, or which reflects adversely on the public school system.

As a general rule, the Board of Education regards any non-School District employment of 30 hours or more per week as sufficient in both requirements and compensation, as to interfere with work for the School District.

SEXUAL HARASSMENT

The purpose of this rule is:

- A. To acknowledge all regulations, requirements, and responsibilities defined by State and Federal laws regarding harassment.

- B. To establish school district policy to affirmatively raise awareness and prohibit harassment in any form.
- C. To encourage all employees, volunteers, school board members, and students who are victims of harassment to report instances of harassment.
- D. To provide notice of the procedure for the reporting of instances of harassment.

It is the policy of the Kewaskum School District to provide a work and learning environment free from all forms of discrimination including harassment or intimidation and retaliation.

No employee, volunteer, school board member or student will be subjected to unsolicited and unwelcome sexual advances, requests for sexual favors, or other sexual conduct, either verbal or physical. The School Board will not tolerate any form of harassment which may include, but not be limited to harassment based on sex, race, color, national origin, ethnicity, gender, disability, sexual orientation, and religion.

Any School Board member, employee or volunteer, including a supervisory employee, who violates this policy, is subject to disciplinary action up to and including discharge. Disciplinary action against an employee will be in conformance with applicable administrative rules regarding harassment and this handbook. The Kewaskum School District will not tolerate harassment, intimidation, or retaliation of any character by, between and among students, employees, volunteers, and school board members. Those that engage in this behavior will be subject to disciplinary action.

Formal complaint procedures regarding harassment can be found at Kewaskum School Board Policy 512 found at the district web site: <http://www.ksd.k12.wi.us>

Any inquiries, questions or complaints regarding this rule should be directed to:

Superintendent of Schools
 Kewaskum School District
 1675 Reigle Drive, Suite 100
 P. O. Box 37
 Kewaskum, WI 53040-0037
 262-626-8427

SECTION V

EMPLOYMENT BENEFITS

INSURANCE AND TAX SHELTERED ANNUITIES

Health Insurance:

The School District will provide a plan health insurance for all regular full-time employees. Selection of the insurance carrier(s), program(s), coverage(s), plan design and level of employee contribution will be determined by the Board of Education. The School District will contribute \$16,000 toward the annual premium for a family plan and \$7,000 toward the annual premium for a single plan. Covered employees will contribute the balance of the required premiums through payroll deduction.

The School District will provide an Alternate Benefit Plan (ABP) as an alternative to family health coverage for employees participating in the ABP as of July 1, 2012. The School District's annual payment toward the alternative benefit plan is \$4,000.

The School District will provide and maintain an Internal Revenue Code Section 125 plan for all eligible employees participating in the insurance plan to permit premium contributions to be made on a pre-tax basis, as well as to authorize the ABP election. The Section 125 Cafeteria Plan document is on file in the School District office.

Dental Insurance:

The District will provide a dental insurance plan for all regular full-time employees. Selection of the insurance carrier(s), program(s), coverage(s), plan design and level of employee contribution will be determined by the Board of Education. The District will contribute \$900 toward the annual premium for a family plan and \$350 toward the annual premium for a single plan. Covered employees must pay the balance of the required premiums through payroll deduction.

Life Insurance:

The District will pay one hundred percent (100%) of the cost of term life insurance for all employees working eighteen and three-quarters (18.75) or more hours per week. The amount of insurance coverage will be the amount of the employee's normal annual wages rounded up to the next thousand dollars.

Tax Sheltered Annuities:

The Board will make payroll deductions for those employees who desire to participate in the School District tax sheltered annuity program in conformance with rules established by the School District. The purchase of an annuity is optional.

Five (5) or more staff members must request elective contributions to a particular vendor in order for the School District to enter a Salary Reduction Agreement. No plan will be made available unless the plan provider executes a hold harmless agreement in favor of the District against any liabilities arising from the conduct of the vendor.

Participating employees will certify in writing as requested by the School District up to two times per year that the percentage or dollar amount of salary reduction withheld on behalf of the employee complies with the limits applicable to 403(b) TSA plan deferrals and does not exceed the amount permitted under Sections 403(b), 415 and 402(g) of the Internal Revenue Code, as be amended. Upon request from the School District, the employee must agree to provide documents certifying compliance with applicable IRS rules and regulations, obtained from the employee's TSA vendor or other knowledgeable practitioner (i.e., an accountant, attorney, IRS agent, etc.). The School District agrees to provide the Employee, upon written request, with information, if available within School District records, necessary to permit the employee to make the certifications.

The Employee acknowledges that the School District makes no representations regarding the advisability, appropriateness, or tax consequences of any salary reduction agreement, participation in a tax sheltered annuity, or the company which issues the annuity contract or which invests wage reduction funds on behalf of employees.

The tax sheltered annuity program is subject to all rules and regulations of the IRS and State of Wisconsin. The School District provides only purchasing and payroll deduction service.

Long Term Disability Insurance:

The Board will provide employees scheduled to work twelve (12) hours or more per week with a long-term disability insurance plan featuring a sixty (60) day waiting period and a sixty-six 2/3 percent (66 2/3%) benefit level. All eligibility rules are established by the insurance carrier. The School District will pay the applicable premiums.

WORKER'S COMPENSATION INSURANCE

Workers Compensation Insurance: The Board of Education will provide worker's compensation insurance as required by Wisconsin State Law

Support staff employees must report all on-the-job accidents and/or injuries to their supervisor as soon as possible after occurrence. Failure to report as required may result in denial Worker's Compensation Benefits.

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.

WISCONSIN RETIREMENT FUND

Those employees working the requisite number of hours on an annual basis must participate in the Wisconsin Retirement System. All eligible employees must pay one half of the total required contribution to the Wisconsin Retirement System through payroll deduction.

VACATIONS

Regular full-time employees will receive two (2) weeks vacation after one (1) year, three (3) weeks after seven (7) years, and four (4) weeks after fifteen (15) years.

Pro-rated Vacation: Any employee hired after July 1 will qualify for vacation on a pro-rated basis determined by the days remaining in the school year. After the first year, the employee's anniversary date is July 1 for vacation. If employment terminates during the year after one (1) full year of employment, vacation pay is pro-rated to the last working day.

Up to five (5) days of vacation, in addition to vacation deferred by the Business Manager as set forth below, may be carried over to the next school year upon written request of the employee and approval of the Business Manager. Carried over vacation days must be used by the end of July of the ensuing school year.

Vacations will be approved by the Director of Facilities for custodial/maintenance personnel and by the Building Principal or Supervisor for other personnel. Requests for vacation must be presented at least two weeks in advance. The number of persons taking vacation on the same day may be limited. Vacation requests will be considered and approved giving due regard to:

- A. The academic program;
- B. Requirements of students;
- C. Work required to be performed;
- D. Any special personal considerations applicable to the vacation days requested by of the employee.

Vacations may be taken during the student school year upon approval of the Business Manager. For employees having more than three (3) weeks vacation, the School District may require an employee to take up to two (2) weeks of vacation during the summer break period. Employees who are required by the School District to defer all or a part of their vacation may, with the written approval from the Business

Manager, be permitted to take vacation during the first six (6) months of the ensuing school year, after which the vacation days will be lost. The number of employees on vacation at any given period will be determined by the School District. Vacation requests will be made in writing to the immediate supervisor. Vacation days may not be taken during an employee's orientation period.

Years of employment for vacation purposes will be determined by initial date of hire with the School District. Employees will be credited for part-time employment from initial date of hire on a pro-rated basis.

HOLIDAYS

Paid Holidays for *Regular* Full-time and *Regular* Part-time Employees are:

New Year's Eve Day	July 4th	Christmas Eve Day
New Year's Day	Labor Day	Christmas Day
Friday before Easter	Thanksgiving Day	
Memorial Day	Day after Thanksgiving	

Paid Holidays for Full-time and Part-time *School Year* Employees are:

New Year's Day	Labor Day	Christmas Day
Friday before Easter	Thanksgiving Day	
Memorial Day	Day after Thanksgiving	

Holidays Falling on Weekends:

If any of the holidays listed, above, fall on a Saturday, the preceding workday will be observed as the holiday. If any of the above named holidays falls on a Sunday, the following workday will be observed as the holiday. If New Year's Day falls on a Sunday and school is scheduled to begin on the following Monday, the preceding Thursday will be observed as the New Year's Eve holiday and the preceding Friday will be observed as the New Year's Day Holiday. If the day before Christmas and the day before New Year's Day fall on a Sunday, the preceding Friday will be the holiday unless the preceding Friday is a student contact day. If the preceding Friday is a student contact day, employees will be credited with an additional vacation day or personal day, not charged to sick leave, as eligible.

Eligibility for Holiday:

In order to be eligible for holiday pay, an employee must work the scheduled workdays immediately preceding and following the holiday, unless an excused absence with pay (e.g. sick leave, emergency leave, personal leave, vacation) has been approved by the principal, immediate supervisor or Business Manager.

FLEX PLAN

The School District administers a plan under Section 125 of the Internal Revenue Code under which employees may set aside on a pre-tax basis dollar amounts to cover the cost of health and dental insurance premiums, day care expenses, medical expenses and drug costs not covered by insurance. Eligibility to participate begins on the first day of employment with the School District for those employees eligible for the group health insurance. The flex plan year runs from January 1st to December 31st.

SUPPORT STAFF COMPENSATION

The Board of Education will review support staff compensation on an annual basis. If approved, adjustments to the compensation of support staff employees will take effect during the first payroll period

of the ensuing school year and will remain in effect throughout the school year unless otherwise modified by the Board or negotiation with respect to base wages.

The school year is the period from July 1 through June 30 inclusive.

SECTION VI

POST EMPLOYMENT

LAYOFF

The Board of Education may determine that a reduction of personnel or the elimination of one or more positions is necessary. The Superintendent will identify the employees subject to layoff. In selecting persons for layoff, the Superintendent of Schools will act in the best interests of the School District without regard to seniority or job classification. The School District may ask for volunteers prior to a layoff decision. The School District will continue to pay its portion of any applicable insurance premiums through the end of the month of the last day worked by the employee placed on layoff. Employees on lay off otherwise cease to be eligible for employment benefits through the School District, subject to COBRA insurance continuation eligibility as provided by law. Laid off employees have no right of recall, except as directed by the Board of Education.

NOTICE OF RETIREMENT OR RESIGNATION

Employees are requested, but not required, to provide a written notice of resignation to the Business Manager at least ten (10) working days prior to the effective date of resignation.

DISABILITY TERMINATION

If an employee becomes disabled and is unable to resume the duties of his or her position after one year, the continued employment status of the employee will be reviewed. Employees are subject to discharge from employment with the Kewaskum School District, if continued leave is not a reasonable accommodation. If discharged, the employee may continue coverage under the COBRA insurance continuation law at his or her expense for the term of COBRA eligibility.

SECTION VII

GRIEVANCE PROCEDURE

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

Definitions:

- A. A grievance is defined as any dispute arising out of interpretation or application of Board of Education policy with regard to terminations, employee discipline, or workplace safety.
- B. The term “day” means work days other than weekends and holidays.
- C. A grievant is a support staff employee.

Procedures:

Step One: Within ten (10) days after facts upon which the grievance is based are known or should have reasonably become known, the grievant will arrange to meet with his/her immediate supervisor. An effort must first be made to settle grievances by informal discussion between the grievant and the supervisor.

If the matter is not satisfactorily resolved through informal discussion, the grievance will be reduced to writing and submitted to the immediate supervisor within ten (10) days. The written grievance will state as clearly as possible the facts on which it is based, the issue or reason for the grievance, the persons involved, the requested remedy, and will refer to any applicable Board policy(s). The immediate supervisor will give a written answer within five (5) days of receipt of the grievance, with a copy to the district office.

If there is an ongoing investigation related to the subject matter of the grievance, the immediate supervisor will have until ten days after completion of the investigation to answer the grievance. If the matter cannot be resolved or if no answer is provided within ten days after completion of the investigation, the grievant(s) may file an appeal with the Superintendent.

If the grievant's immediate supervisor is the Superintendent, the grievant will skip Step Two and proceed directly to Step Three if he/she is not satisfied with the response of his/her immediate supervisor at Step One (or if no answer is provided in the above timeframe).

Step Two: If the grievance is not satisfactorily resolved at Step One, it will be submitted by the grievant to the Superintendent within five (5) days after having received the answer in Step One. Within ten (10) days of receipt of the written grievance by the Superintendent, he/she or a designated representative of the Superintendent will meet with the grievant in an effort to resolve the grievance. Within five (5) days after the meeting, the Superintendent will respond to the grievance in writing.

Step Three: If the response of the Superintendent at Step Two is not satisfactory, at the request of the grievant, the grievance will be referred to an impartial hearing officer. The impartial hearing officer will be designated by the Superintendent in conformance with Board of Education policy. Any costs assessed by the impartial hearing officer will be paid by the School District. The impartial hearing officer will convene such a hearing as the officer deems necessary, and render a written decision on the grievance within thirty (30) days of receipt of the grievance. The time for decision may be extended by the impartial hearing officer in response to a request by, or with the approval of the grievant.

Each grievance will be heard by a single hearing officer. The impartial hearing officer will have the authority to administer oaths and issue subpoenas. Grievance hearings will be convened in closed session unless otherwise required to be held in open session as a matter of law. The employee and the District may present witnesses, and each side may select one individual to attend the hearing as a representative.

The Hearing Officer may only consider the matter presented to him/her in the initial grievance filed by the employee(s). The decision of the Hearing Officer will apply exclusively to the employee(s) presenting the grievance.

The impartial hearing officer may apply relaxed standards for the admission of evidence, including the admission of hearsay. The oral or written statements of students, which might otherwise be hearsay, will be considered by the impartial officer without the direct testimony of students, if other, non-hearsay information is presented.

Step Four: If the decision in Step Three is not satisfactory to the grievant or the School District administration, the grievance may be submitted to the Board of Education by the grievant or a school administrator, in writing, within ten (10) days of the decision of the impartial hearing officer. Within twenty (20) days after presentation of the written grievance to the Board of Education, a review of the decision of the impartial hearing officer, together with any further written comment by the grievant and

school administration, will be conducted by the Board during a closed session meeting. Within ten (10) days following the closed session review, the Board will issue a final written decision.

Any employee who has been notified of discharge may process the grievance commencing at Step Three.

If the School District fails to give written notice within the time limits prescribed for any step, the employee may advance the grievance to the following step. Grievances not processed to the next step by the grievant within the prescribed time limits, will be considered withdrawn.

Grievant's Right to Representation: Any grievant may be represented at all stages of the grievance procedure by a representative of his/her own choosing, at his or her own expense.

Consolidation of Grievances: Grievances of the same type, and with a similar factual basis, may be consolidated at the discretion of the Superintendent.

For the purposes of this grievance procedure, the following definitions will apply:

- A. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or District rule related to: the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training, warning requirements, workplace violence and accident risk.
- B. "Termination" does not include a job transfer, demotion, or termination of employment as the result of layoff, following reduction in the size of the work force or elimination of a position(s).
- C. "Employee discipline" refers to oral reprimands when a written record of the reprimand is placed in the employee's file, written reprimands, and unpaid suspensions, but excludes performance conferences/evaluations, paid administrative leave, job re-assignment, transfers, changes in job duties, and work performance improvement plans.

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

The Employee Handbook which I have been provided contains important information about the Kewaskum School District, and I understand that I should consult with my building principal or the School District Superintendent or Business Director in the District Office regarding any questions not answered in the handbook. I have entered into my employment relationship with the Kewaskum School District voluntarily. I am informed and acknowledge that my employment is at will. I accordingly understand that either the Kewaskum School District or I can terminate the employment relationship at will, at any time, with or without cause, and with or without advance notice.

I understand and agree that no person or entity other than the Board of Education may enter into an employment agreement for any specified period of time, or make any agreement contrary to the stated employment-at-will policy of the Kewaskum School District.

I understand that the information, policies, and benefits described herein are subject to change at any time. I acknowledge that revisions to the handbook may occur, except to the School District policy of employment-at-will. I am informed that changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I acknowledge that only the Board of Education has the authority to adopt revisions to the policies in this handbook.

Furthermore, I understand that this handbook is not a contract of employment or a legally-binding agreement. I have had an opportunity to read the handbook, and I understand that I may ask my supervisor or the School District Superintendent or Business Manager any questions I might have concerning the handbook. I agree to conform with the terms and provisions contained in this handbook, as well as all other Board of Education policies, State and Federal laws, and any revisions made to them. I further agree that if I remain in employment with the Kewaskum School District following any modifications to the handbook, Board policies or State or Federal law, I thereby accept and agree to the changes.

I have received a copy of the Employee Handbook of the Kewaskum School District on the date listed below. I understand that I am expected to read the entire handbook. Additionally, I will sign two copies of this Acknowledgment of Receipt, retain one copy for myself, and return one copy to the District Superintendent or Business Manager in the District Office by the date specified. I understand that this form will be retained in my personnel file.

Signature of Employee

Date

Employee's Name – Printed