

**EMPLOYMENT CONTRACT
TWO-YEAR EMPLOYMENT CONTRACT FOR ADMINISTRATIVE PERSONNEL
UNDER SECTION 118.24, STATS.**

**KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin**

IT IS HEREBY AGREED, by and between the School Board of the Kenosha Unified School District (hereinafter "Board") and **Floyd Williams Jr** (hereinafter "Administrator"), that the Board does hereby employ the named Administrator as **Assistant Superintendent Elementary School Leadership** and that the Administrator does hereby accept employment upon the terms and conditions hereinafter set forth.

1. **TERM.** The term of this contract shall be from **7/1/2013** to **6/30/2015**, unless terminated sooner pursuant to the provisions contained herein. The number of work-days shall be as assigned by the Superintendent in accordance with the District's Compensation Policy: General Administrative, Instructional Administrative, Supervisory and Technical Personnel.

2. **DUTIES, RESPONSIBILITIES AND OBLIGATIONS.** The Administrator agrees to perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board which are now existing or which may be hereinafter enacted. The Board agrees to furnish the Administrator with a written copy of all such rules, regulations and policies now in effect or becoming effective during the term of this contract. In case of direct conflict between any rule, regulation or policy of the Board and any specific provision of this contract, the contract shall control.

The Administrator agrees to devote full time to the duties, responsibilities and obligations required herein, and shall not engage in any pursuit which interferes with the proper discharge of duties, obligations and responsibilities.

The Administrator also certifies that, on the date of signing, the Administrator is not under contract with any other school district and that employment information furnished is complete and factual.

3. **SALARY.** In consideration for the services to be rendered under this contract, the Administrator shall receive a salary of **\$130,000** which salary may be increased or decreased by the Board in accordance with the provisions of the District's Compensation Policy: General Administrative, Instructional Administrative, Supervisory and Technical Personnel.

The Administrator's annual salary for the (second) year of this contract shall be the amount(s) determined by the Board in accordance with the District's Compensation Policy: General Administrative, Instructional Administrative, Supervisory and Technical Personnel. The Administrator's annual salary shall be paid in 26 equal installments and is based on 260 contract work-days.

4. **LICENSE.** This contract is conditioned upon the Administrator possessing a valid State of Wisconsin Administrator's license or certificate as required by the laws of the State of Wisconsin, for the administration position identified above.

5. **TRANSFER.** The Superintendent shall have the right to transfer the Administrator during the term of this contract from one assignment to another whenever, in the judgment of the Superintendent, such transfer is in the best interest of the District. In the event of a transfer, the Administrator should receive the compensation appropriate for such position pursuant to the District's Compensation Policy: General Administrative, Instructional Administrative, Supervisory and Technical Personnel.

6. **BENEFITS.** The Administrator shall be entitled to the benefits set forth in the District's Compensation Policy: General Administrative, Instructional Administrative, Supervisory and Technical Personnel.

7. **CONTRACT RENEWAL, NON-RENEWAL, MODIFICATION OR TERMINATION.** The renewal, non-renewal and termination of this contract shall be in accordance with the provisions of Section 118.24, Stats. and the rules, regulations and policies of the Board.

This contract may be modified or terminated anytime during the term hereof by the mutual written agreement of the parties hereto, except that a breach of this contract may result in dismissal rather than acceptance of resignation. A resignation must be made in writing to the Superintendent of Schools at least thirty (30) days prior to the proposed effective date of such resignation and is subject to acceptance or rejection by the School Board on the basis of the reasons preferred therefore.

8. EVALUATION. The Administrator shall be evaluated in accordance with the procedures stated in the District's Employment Practices Policy: General Administrative, Instructional Administrative, Supervisory and Technical Personnel.

9. SUSPENSION, DISCHARGE AND TERMINATION. The Board may unilaterally suspend or discharge the Administrator for just cause for a breach of this contract. The Administrator shall be entitled to procedural due process prior to any termination, which occurs during the term of this contract.

10. BOARD POLICIES. The Board's rules, regulations and policies, as they now exist or may exist in the future, are incorporated herein and shall apply unless otherwise specifically and expressly provided for herein.

11. SAVINGS CLAUSE. If any article or part of this contract is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any parts should be restrained by any tribunal, the remainder of this contract shall not be affected thereby.

Issued by Dr. Michelle Howard
Superintendent of Schools

Accepted by [Signature]
Individual
[Redacted]
Social Security Number

5/15/13
Date
6/13/73
Date of Birth

APPROVAL BY SCHOOL BOARD

[Signature]
President

[Signature]
Clerk

Action by the Board in adopting this contract is recorded in the Board minutes of 5/28/2013.

KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
KENOSHA, WISCONSIN

**CLASSIFICATION, COMPENSATION AND PERSONNEL POLICY
FOR
GENERAL ADMINISTRATIVE, INSTRUCTIONAL ADMINISTRATIVE,
SUPERVISORY AND TECHNICAL PERSONNEL
2013-2015**

I. Application and Effective Date of Operation

The policy herein set forth and detailed shall be effective upon the date of adoption and shall govern the classification, compensation and working conditions of all administrative, supervisory, and technical (“AST”) personnel except the Superintendent of Schools.

II. Adoption of This Policy

In the adoption of this policy, the Board of Education expresses the plan that it shall follow in compensating and classifying its administrative, supervisory, and technical personnel. It is understood that the Board of Education reserves the right from time to time to make adjustments in this policy to meet the fiscal, administrative and programmatic requirements and needs of the District in an efficient and effective manner. The policy contained herein shall, at a minimum of two years, be reviewed by the Superintendent of Schools, with any recommended changes and/or modifications being reported to the Board of Education.

III. Basis for Determination of Salary Policy and Other Working Conditions

Recognition is made of the fact that only professionally qualified individuals who meet the qualifications identified in the position’s job description will be appointed to positions herein specified based on the approved job description for the position. Prior to posting and filling any of these positions, the Board of Education approved job description shall be reviewed and updated. All other job descriptions shall be reviewed and updated at least every two years.

IV. Salary Policy

A. Annual Salary Adjustment

1. Effective July 1, 2009, salary percentage increases for administrative, supervisory, and technical personnel (other than the Superintendent) shall be considered and determined by the Board of Education based upon a written recommendation of the Superintendent of Schools and in compliance with guidelines imposed by the State legislature.

2. The Superintendent of Schools shall make written recommendations to the Board of Education on or before June 30th each new school year.
3. Effective July 1, 2009 eligible employees shall be advanced for step movements on the salary schedule in effect.

B. Salary Schedule Structure

1. Salaries are established for each level of employment with annual longevity, salary schedule and education/professional lane increases determined by the Board of Education following review of the written recommendations of the Superintendent of Schools.
 - a. Individuals who do not provide satisfactory service are not eligible for any salary increases or merit awards.
 - b. The base pay plus raises and increments is provided for individuals who satisfactorily perform their duties according to the job description, evaluation, and assignments made by their supervisors.
 - c. The Superintendent with the approval of the Board of Education may implement a merit pay plan.
 - d. Education and Professional Development Lane pay shall be provided for individuals as defined by Article VI.

C. Changes in Salary and Classification

1. Salary
 - a. The Superintendent will annually meet with the Board of Education for discussion of salary and benefit proposals in accordance with the timelines described in Article IV, A, 2. Prior to such meeting, the Superintendent will meet with the Kenosha School Administrators' Association or its designee.
 - b. Salary levels are to be reviewed annually and compared with normative information and recommended changes will be annually incorporated into the budget assumptions as presented to the Board of Education.
2. Classification
 - a. Individual requests for changes in position classification should be submitted in writing to the Superintendent.

- b. The Superintendent may institute reclassification of positions as needed to reflect changes in responsibility with the approval of the Board of Education.

D. Salary Status as a Result of Transfer Appointment or Position Reclassification

Persons in the District transferred from one administrative, supervisory, or technical position to another position, will be placed at a salary level based upon qualifications and experience at the discretion of the Superintendent of Schools with the approval of the Board of Education. Such transfer could result in an increase or decrease in salary. Any such increase in salary shall commence on the first pay period following the position change; any such decrease in salary shall commence on the first pay period of the school semester following the position change.

E. Conformity with Applicable Laws

All salary compensation changes, whether pertaining to base salary, equity adjustment, merit or any other salary compensation item, and all fringe benefit changes, shall comply with any applicable laws regarding same.

V. Fringe Benefits

A. Vacation

1. Supervisory and technical personnel will be entitled to two weeks of vacation during the first full year of employment. A third week of vacation will be authorized after the first full year of employment. A fourth week of vacation will be authorized after the third full year of employment as an AST. Effective for those hired on or after July 1, 2006, a fourth week of vacation will be authorized after the fifth full year of employment as an AST. New employees will not be allowed to take vacation during the first six months of employment.
2. General/central office administrative personnel and building administrators will be entitled to three weeks of vacation during the first full year of employment. A fourth week of vacation will be authorized after the first full year of employment. A fifth week of vacation will be authorized after the third full year of employment as an AST for all affected employees under this classification. Effective for those hired on or after July 1, 2006, a fifth week of vacation will be authorized after the fifth full year of employment as an AST. New employees will not be allowed to take vacation during the first six months of employment.
3. Vacation is earned on a July 1 fiscal year basis, and taken on a January 1 calendar year basis. Vacation will be accrued at a 1/12 per month basis.

4. Vacations for all personnel shall be completed prior to December 31 of the year following the contract year and shall be arranged subject to prior approval by the Superintendent of Schools or designee. Administrative, supervisory, and technical personnel may use vacation days throughout the year pending approval of the Superintendent of Schools or designee.

B. Holidays

The following days and such other days as may be designated by the Superintendent will be paid holidays for Administrative, Technical and Supervisory personnel:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving
Good Friday	Christmas Eve
Spring Break Week	Christmas Day
Memorial Day	Winter Break Days (variable)
Independence Day	

If any of the named holidays fall on a Saturday or Sunday, either the preceding or the following normal workday as designated by the Superintendent shall be observed as the holiday.

C. Group Health, Dental and Vision Insurance

The District provides group health, dental and vision coverage for its employees, as summarized in separate benefit summaries and schedules. The District will provide employees with copies of plan-related documents and information from time to time.

D. Retirement Plan

For all eligible staff, the District will pay one-half of the actual rate as determined by the Employee Trust Fund Board and the employee will be responsible for the other half.

E. Tax Sheltered Annuity

The District shall provide the opportunity to participate in a tax sheltered annuity program by way of a voluntary payroll deduction. The employee may choose from currently qualified tax-sheltered annuity vendors approved by the District.

F. Group Life Insurance

The District shall provide Administrative, Supervisory and Technical personnel the opportunity to participate in a Group Life Insurance Plan at one times the

employee's salary, which shall be fully paid by the District. At the option of any employee, additional coverage may be purchased up to four (4) times the employee's salary. The employee shall pay the cost of any additional coverage. After retirement, employees may elect to continue all of the coverage they have in force at retirement, the cost of which shall be fully paid by the employee.

G. Professional Improvement

Administrative, supervisory, and technical personnel shall be eligible to request tuition reimbursement for college, university or technical school coursework under the following conditions provided the Employee has completed one full year of continuous full-time employment within the Administrative, Supervisory and Technical classification:

1. Courses must be job related and individuals must request written approval in advance of taking the course(s) from the Superintendent or designee prior to enrollment. The approval for reimbursement shall be contingent upon the availability of funds.
2. A transcript or certification attesting to completion of such coursework must be filed with the Human Resources Department along with evidence of tuition payment by the individual within 60 days after the completion of the coursework.
3. Reimbursement will be made for actual tuition costs only not to exceed the UW-System (Milwaukee) cost per credit up to a maximum sum of Twenty- four (24) credits in the last five (5) years. Employees earning an "A", "B" or "Pass" in any authorized course will be reimbursed at 100% of the documented cost. There will be no reimbursement for less than "B" level work. Employees who leave employment with the District for reasons other than retirement within one year of completion of the authorized course shall be obligated to repay the District two-thirds (2/3) of the tuition cost paid by the District within 30 days of termination; and employees who leave employment for reasons other than retirement within two years shall repay one-third (1/3) of the tuition cost within 30 days of termination.

H. Sick Leave

1. General Provisions

- a. Sick leave with full pay shall be earned and credited at the rate of one (1) day per month for each month the employee is employed by the District. Unused sick leave shall be accumulated to a maximum of one hundred twenty (120) days. AST employees, who had accumulated sick leave while employed by the District as a non-AST employee, may carry over their accumulated non-AST sick days. Non-AST sick days shall be used before any sick days

accrued as an AST, but in no case shall the total of AST and non-AST sick days exceed 120 days.

- b. Sick leave may be used upon the illness or, subject to the provisions of Section 2 below, injury to the employee or the illness or injury of a member of the employee's immediate family, but the District may require a statement from a licensed medical provider giving the nature and seriousness of the illness. Member of the immediate "family" is defined as husband or wife, child, stepchild, brother, sister, parent or stepparent, parent-in-law and foster children wherever they may reside, or other relative living in the same dwelling unit.
- c. In the event a period of personal illness extends beyond the number of days of unused sick leave then accumulated, the Administrative, Supervisory and Technical personnel must apply for and may be granted a leave of absence, without pay, for the balance of the period of such personal illness, but not to exceed twelve (12) months. Extensions of such leaves of absences may be requested of the Board of Education. The determination of the Administrative, Supervisory and Technical personnel's ability to return to the job he or she was hired to do shall be made by his or her physician and certified to the Superintendent in writing. Upon return from such leave the Administrative, Supervisory and Technical personnel shall be immediately reinstated in his or her former position, if then available, and if not to a substantially equivalent position in which he or she is competent to perform.
- d. After a minimum of ten (10) full years of continuous employment as Administrative, Technical or Supervisory personnel, employees covered under this policy whose employment terminates shall be entitled to receive a payment equal to 50% of the value of any accumulated unused sick leave earned as an AST employee at the time of such termination at the rate of pay at the time of termination. The District shall make such payment within ninety (90) days after termination of employment. The District shall make such payment in the form of a post-employment contribution to a tax-sheltered annuity.

2. Personal Injury Benefits

- a. Whenever the employee is absent from school as a result of personal injury caused by an assault by a student, occurring in the course of the employee's employment, the employee shall be paid his/her full salary for the period of such absence, and no part of such absence will be charged to his/her annual sick leave. Under

these conditions any benefits accruing to the employee would be remitted to the District.

- b. Whenever the employee is absent from school as a result of personal injury occurring on the school premises and not due to the employee's negligence, the employee shall be paid his/her full salary less weekly indemnity under the Workers' Compensation Act for the period of his/her disability up to thirty (30) contract days and no part of such absence shall be charged to his/her accumulated sick leave.
- c. Insofar as the Workers' Compensation law applies, the employee shall be reimbursed for the cost of medical, surgical and/or hospital services incurred as the result of any injury sustained in the course of employment.
- d. The District shall have the right to have the employee examined by a physician designated by the District for the purpose of establishing the length of time during which the employee is temporarily disabled or absent from performing his/her duties, and the opinion of said physician as to the said period shall control.

3. Initial Sick Leave Credit

The District acknowledges that no formal sick leave policy existed prior to the adoption of this policy effective July 1, 1997. Therefore, in recognition of the tenure of the District's employees prior to July 1, 1997, the full time employees of the District as of July 1, 1997, covered by this policy, are granted accrued sick leave benefits as of July 1, 1997, (whether or not such full time employment was as an AST employee) as follows: One (1) day per month for each month of consecutive full time employment with the district as of July 1, 1997, to a maximum of one hundred twenty (120) days.

I. Long Term Disability

The Board of Education shall provide a long-term disability plan for all covered employees. The long term disability plan shall provide, after a waiting period of ninety (90) consecutive calendar days, 66-2/3% of the employee's regular salary to a maximum per month benefit and with terms and provisions as set forth in such long term disability plan adopted by the District. Each covered employee shall be required to be a participant in the plan and the premium is paid for by the District.

J. Short Term Disability

The District will provide an employee-paid short-term disability plan. Short Term Disability is a voluntary benefit. Details with respect to the benefits, claims

procedures and limitations can be found in the summary plan description. The plan document controls payment of any benefits.

K. Other Leave

1. Upon exhaustion of any leave available under both the federal and state Family Medical Leave Acts, any employee may request child-rearing leave without pay for any school year in which a child is born or adopted and for one additional school year if so desired. Child rearing leave may be requested in conjunction with pregnancy leave. Request for child rearing leave for an additional school year must be submitted prior to May 1. Such requests must be for the complete school year. Employees while on such leave shall, at their option and expense, be permitted to continue life, dental and health insurance coverages. Upon return from such leave the Administrative, Supervisory and Technical personnel shall be immediately reinstated in his or her former position, if then available, and if not to a substantially equivalent position in which he or she is competent to perform.
2. Employees covered by this policy who have completed a minimum of three (3) years of continuous full-time service within the Administrative, Supervisory and Technical classification shall be eligible to request a personal leave for up to one (1) year. Said leave, if approved, shall be without compensation. Upon return from such leave the Administrative, Supervisory and Technical personnel shall be immediately reinstated in his or her former position, if then available, and if not to a substantially equivalent position which he or she is competent to perform.
3. The District shall grant, upon request, a military leave of absence for mandatory annual duty for training not to exceed ten (10) working days provided such duty is performed with the assigned unit. Periods of military leave for mandatory service as a result of civil disturbance or disaster will be allowed, upon request, in addition to leave for annual duty for training, provided such duty is performed with assigned unit. Such employee shall receive the difference between the military pay exclusive of any reimbursement for expenses other than base salary and his/her regular salary rate upon submission of a copy of the order to active duty and a copy of the pay voucher.
4. In case of death in the immediate family (father, mother, brother, sister, son, daughter, husband, wife), in-laws, grandparents, registered domestic partner, or a person who stands in a mutually acknowledge relation of parent or child. Administrative, Supervisory and Technical personnel shall be allowed up to six (1-6) days with full pay for time necessary to attend the funeral and take care of arrangements for handling the estate. For other relatives (grandparents, uncles, aunts, first cousins, nieces, nephews,

step mother/father and grandchildren) the individual shall be allowed three (1-3) days with full pay to attend the funeral. This policy applies equally to relatives whether by blood or marriage. Additional days may be granted with the approval of the Superintendent.

5. Employees who are summoned for jury duty shall be granted the necessary time off with pay, provided the employee remits to the District all remuneration (except mileage) received for jury duty, and files with the District the appropriate official record of jury service dates.
6. The District will grant the necessary time off with pay for employees who are subpoenaed to appear in court proceedings: (1) in connection with the employee's employment; or (2) in any other legal proceeding, if the employee is not a party to the action. Such approved absence will be with pay provided the employee remits to the District any fees received and files the subpoena with the District. Time off with pay for purpose of attending court proceedings shall include the adoption and/or accepting appointment as guardian of a child by the employee.
7. Employees, who take a leave of absence for any period longer than six (6) months, shall not accrue District seniority during that time.

L. Payroll Deductions

Effective July 1, 2013, All required deductions, such as for WRS contributions, federal, state, and local taxes, and all authorized voluntary deductions, such as TSA, Kenosha School Administrators' Association and insurance, will be held automatically from employee paychecks. Employees are responsible to set up voluntary deductions via Employee Online.

VI. Additional Compensation – Education and Professional Development Lanes

Effective July 1, 2006, the Board of Education shall provide compensation in the amount of \$1,500 annually for each educational or professional development lane achieved. The categories of achievement are as follows:

1. Master's degree plus 30 college credits or equivalent continuing education units (CEU's) (Implied in Ph.D. or Ed. D.).
2. Professional licensure (excluding additional teaching or administrative licenses) through the State of Wisconsin or a professional association in an area pertinent to the employee's current position with the District (including, but not limited to, Certified Public Accountant (CPA), American Institute of Architects (AIA), Professional Engineer (PE), Registered Dietician (RD), Certified Network Engineer (CNE), Microsoft Certified Software Engineer (MCSE), etc.) Credit for licensure or certification that is obtained through an association must be approved in writing by the Superintendent or designee.

3. Master Administrator designation through the Wisconsin Department of Public Instruction.

Employees can only receive compensation for one educational/professional development achievement in each of the three (3) categories identified.

VII. Other Conditions of Employment

A. Duration of Individual Employment Contract

1. Individual employment contracts issued to employees covered by this policy will be issued in accordance with any applicable State Statutes and Board of Education policy.
2. Employment contracts for individuals covered by, Wis. Stat. § 118.24 may be for a term up to but not to exceed two years.
3. Individuals covered by Wis. Stat. § 118.24., who are placed on a professional improvement plan, shall be entitled to a contract with a term not to exceed one year. Individuals covered by Wis. Stat. § 118.24 who are in the last year of a two year contract, and who are placed on a professional improvement plan, shall be given preliminary notice and notice of nonrenewal of their two year contract pursuant to Wis. Stat. § 118.24, so as to renew their contract for a term not to exceed one year.
4. Employment contracts for individuals not covered by Wis. Stat. § 118.24 may be for a term not to exceed one year.
5. Individuals not covered by Wis. Stat. § 118.24, who are placed on a professional improvement plan, shall be given notice of same at the time their contract is considered for renewal and shall be provided the opportunity to meet with the Board of Education in closed session to discuss the matter.

B. Placement on the Salary Schedule

1. Any employee hired by the District prior to January 1 of any given year shall be eligible for salary advancement for the ensuing school year.
2. Prior experience credit as determined by the Superintendent may be granted personnel being employed in accordance with provisions contained herein.
3. Salary placement shall be made effective as of July 1 of each year.

C. Contract Days Defined

1. The number of contract days per position shall be as defined in Appendix A of this document.
2. Each year the Superintendent shall designate which days as non-contract days for those employees in positions deemed to be for less than 260 contract days.

D. Overtime for Non-Exempt Positions

Positions classified at Levels 1 through 4 on the Salary Schedule (Appendix A) are classified as non-exempt technical employees and overtime will be paid at the rate of pay set at an hourly rate computed on the annual salary. Overtime will be paid for work in excess of eight (8) hours per day or forty (40) hours per week.

E. Outside Employment

No District employee shall engage in any outside activities or employment which interferes with the ability to carry out regularly assigned duties, as determined by the Superintendent or designee.

VIII. Early Retirement

A. Eligibility

1. Individuals who have been employed in the District on a regular full-time basis for at least fifteen (15) years, who also meet the additional age and other requirements set forth below and who are currently employed by the District may apply for early retirement benefits under this Article VIII.
2. Individuals who have been employed by the District for at least fifteen (15) years and who are currently employed by the District, and have served the last ten (10) years of continuous full-time employment within the Administrative, Supervisory and Technical classification, and have reached the age of 55 are entitled to the insurance coverages specified in Article VIII-D-1.
3. An employee shall be immediately disqualified from participation in this plan and all District obligations hereunder shall cease when and if a participant receives unemployment compensation or Worker's Compensation directly or indirectly from the District. Individuals who retire shall not be eligible for re-employment with the District either as an employee or a consultant without the approval of the Board of Education.
4. Employees who do not meet the eligibility criteria in paragraph 2 above, but who do meet the criteria in paragraph 1 above and who have attained

age of 55 shall be eligible for single health insurance coverage specified in Article VIII-D-1.

B. Application Procedure

1. Applicants shall apply for early retirement benefits to the Superintendent at least six (6) months in advance of the effective date of retirement.
2. Applications shall be approved or denied by the Superintendent and the Board of Education. Applications may be denied if they are deemed by the Superintendent and the Board of Education to be not in the best interests of the School District.
3. The effective date of retirement for instructional administrators shall be July 1. The employee shall tender notice of the effective date of early retirement immediately upon being notified that the application has been accepted.
4. Once notice of intent to retire is given by an employee, and is accepted by the District, the notice of intent to retire shall be irrevocable.

C. Payments

1. The District shall have the discretion to determine whether it will make any supplemental payment to WRS for any retiree, as determined by WRS, in accordance with Wis. Stat. §40.05(2)(i).
2. The District shall provide a Letter of Agreement to the retiring employee which specifies the amount to be paid to the WRS on behalf of the retiring employee.

D. Retiree Health/Dental/Life

1. Except as otherwise provided in VIII-A-3 and VIII-A 4, employees who retire pursuant to this Article shall be eligible to remain in the group health, dental and life insurance programs that the District may maintain from time to time for similarly-situated active employees until age sixty-five (65) or until the individual qualifies for Medicare, whichever occurs first.
2. Except as otherwise provided in VIII-A-3 and VIII-A-4, the District shall make premium contributions on behalf of early retirees until age sixty-five (65) or until the individual qualifies for Medicare, whichever occurs first based on the following contribution schedule.

3. The District will establish the employee/retiree contributions from time to time and communicate such rates to affected individuals through a separate benefit schedule or other written communication.

E. Other Retirement Benefits

1. Employees, who attain the minimum age to retire with 15 years of continuous full-time employment in the District, shall be entitled to receive a payment equal to \$2,000 per year of continuous full-time employment within the Administrative, Supervisory, and Technical classification. Payment may occur within 90 days of the termination or may be paid in 3 equal yearly installments (including any accrued interest based on the average investment rate for the previous year's fixed annuity account of the District's investment vehicle) on the same corresponding date. The District may choose to make such a payment through a tax-deferred plan. This and all retirement transactions must be in compliance with applicable Wisconsin Retirement System rules and regulations and/or state law.
2. This provision shall sunset at the close of the 2005/06 classification policy period (June 30, 2006). (No additional benefits shall accrue). Those members covered by this classification policy at the time of sunset will be eligible to receive \$2000 for each year of service they have attained as of 2005/06 provided they meet the minimum age to retire (age 55).

IX. Duration and Provisions for Amending This Policy

This policy and all its provisions shall be construed as being in full force and effect starting July 1, 2013 and may be revised or amended only by action of the Board of Education. The Board of Education may amend this Policy and any underlying plan or program at any time and any such changes may apply immediately to a covered individual, even after an employee retires.

If any portion of this Policy is held invalid by operation of law or by any tribunal or agency of competent jurisdiction, or if compliance or enforcement of any part should be restrained by such tribunal or agency, or in the event of substantial changes in the social security or retirement systems which would affect this Policy, the entire Policy shall become null and void and shall be reassessed at that time by the Board of Education.

X. Residency

Administrative, Supervisory and Technical personnel are strongly encouraged to reside within the school district boundaries.

XI. Employment Contract Renewal, Non-Renewal, Modification or Termination

A. Employment Contract Renewal, Non-Renewal, Modification or Termination for Administrative Personnel under Wis. Stat. § 118.24.

1. The renewal, non-renewal and termination of the employee's employment contract shall be in accordance with the provisions of Wis. Stat. §118.24, and the rules, regulations and policies of the Board of Education. The employee contract may be modified or terminated any time during the term hereof by the mutual written agreement of the parties hereto, except that a breach of said contract may result in dismissal rather than acceptance of resignation. A resignation must be made in writing to the Superintendent of Schools at least thirty (30) days prior to the proposed effective date of such resignation and is subject to acceptance or rejection by the Board of Education on the basis of the reasons proffered therefor.

The Superintendent of Schools may unilaterally suspend the individual with or without pay. The Board of Education may discharge or terminate the individual for just cause for a breach of the employee's contract. The Administrator shall be entitled to procedural due process prior to any suspension, discharge or termination that occurs during the term of the employee's contract.

2. Any employee covered under this agreement who has been placed on a Professional Improvement Plan shall not have their contract renewed for more than one year in accordance with the provisions of this Article and Article VII, A. While on a professional improvement plan, the employee's salary will be frozen for the duration of the plan. Upon completion of the plan and recommendation for further employment, the employee will be placed on the salary schedule at the level he/she would have achieved had he/she not had his/her salary frozen and shall receive backpay. However, should said individual remain on review for the period of the contract renewal and fail to meet District expectations in their evaluation at the end of the contract term, said individual will be terminated.

B. Employment Contract Renewal, Non-Renewal, Modification or Termination for Administrative, Supervisory, and Technical Personnel Not Covered By Wis. Stat. § 118.24.

1. The Board of Education, or designee, will notify the individual at least thirty (30) calendar days prior to the expiration of the employee's contract of its intent to renew or non-renew said contract. If the individual receives a notice that the Board of Education is considering the non-renewal of the employee's contract, the individual may, within five (5) calendar days after receiving such notice, request, in writing, a private conference with the Board of Education to discuss the reasons for the non-renewal. The Board of Education will advise the individual in writing of its decision to

renew or non-renew the individual's contract within five (5) calendar days after such conference.

The employment contract may be modified or terminated any time during the term hereof by the mutual written agreement of the parties hereto, except that a breach of said contract may result in dismissal rather than acceptance of resignation. A resignation must be made in writing to the Superintendent of Schools at least thirty (30) days prior to the acceptance or rejection by the Board of Education on the basis of the reasons proffered therefor.

The Superintendent of Schools may unilaterally suspend the individual with or without pay. The Board of Education may discharge or terminate the individual without cause for reasons that are not arbitrary or capricious during the term of the employee's contract, provided that the individual shall be given written notice thirty (30) days prior to the effective date of any discharge or termination during the term of the employee's contract. The individual shall be entitled to procedural due process prior to any suspension, discharge or termination that occurs during the term of the employee's contract.

2. Any employee who has been on a professional improvement plan for one year and who fails to meet District expectations in their evaluation at the end of that year shall be terminated.

XII. Evaluation

All individuals covered herein shall be annually evaluated in accordance with the policies and procedures adopted by the Board of Education and receive a written summative copy of said evaluation.

XIII. Transfer

The District shall have the right to transfer any employee herein during the term of their contract from one assignment to another whenever, in the judgment of the Board of Education, such transfer is in the best interest of the District. In the event of a transfer, the employee should receive the compensation appropriate for such position pursuant to the current Administrative, Supervisory and Technical Personnel Salary Schedule and Article IV, D of this policy with consideration of years of service within the Administrative, Supervisory and Technical classification.

XIV. Modification to Policy

All modifications to the Compensation and Personnel Policy for General Administrative, Instructional Administrative, Supervisory and Technical personnel will be sent to all Administrative, Supervisory and Technical staff members at such time that the modifications are submitted to the Board of Education, and the Superintendent will meet

with Administrative, Supervisory and Technical personnel to explain such changes prior to adoption.

Kenosha Unified School District
Administrative, Supervisory, Technical Salary Schedule
July 1, 2013

Level	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	Cataloger Technical Assistant	46,745	48,751	49,977	50,726	51,686	52,646	53,607	54,568	55,231	55,894	56,557	57,220	57,883	58,546
	Media Production Technician	46,745	48,751	49,977	50,726	51,686	52,646	53,607	54,568	55,231	55,894	56,557	57,220	57,883	58,546
2	Computer Technician/Trainer (and Regional Tech Spt)	53,323	55,613	57,010	57,866	58,961	60,056	61,152	62,248	63,005	63,762	64,519	65,276	66,033	66,788
	Facilities Specialist	53,323	55,613	57,010	57,866	58,961	60,056	61,152	62,248	63,005	63,762	64,519	65,276	66,033	66,788
	Financial Analyst (Budget)	53,323	55,613	57,010	57,866	58,961	60,056	61,152	62,248	63,005	63,762	64,519	65,276	66,033	66,788
	Executive Assistant - General	53,323	55,613	57,010	57,866	58,961	60,056	61,152	62,248	63,005	63,762	64,519	65,276	66,033	66,788
	Help Desk Technician	53,323	55,613	57,010	57,866	58,961	60,056	61,152	62,248	63,005	63,762	64,519	65,276	66,033	66,788
	Interactive Communications Specialist	53,323	55,613	57,010	57,866	58,961	60,056	61,152	62,248	63,005	63,762	64,519	65,276	66,033	66,788
	Web Specialist	53,323	55,613	57,010	57,866	58,961	60,056	61,152	62,248	63,005	63,762	64,519	65,276	66,033	66,788
3	Executive Assistant - Superintendent	57,131	59,583	61,084	61,998	63,172	64,345	65,520	66,694	67,504	68,314	69,124	69,934	70,744	71,559
4	Food Service Production Manager	58,170	60,666	62,193	63,125	64,320	65,514	66,710	67,906	68,731	69,556	70,381	71,206	72,031	72,858
	Programmer Analyst II	58,170	60,666	62,193	63,125	64,320	65,514	66,710	67,906	68,731	69,556	70,381	71,206	72,031	72,858
	Research Analyst	58,170	60,666	62,193	63,125	64,320	65,514	66,710	67,906	68,731	69,556	70,381	71,206	72,031	72,858
5	Community School Relations Coordinator	62,670	65,361	67,005	68,009	69,296	70,583	71,872	73,162	74,051	74,940	75,829	76,718	77,607	78,495
	Financial Analyst I	62,670	65,361	67,005	68,009	69,296	70,583	71,872	73,162	74,051	74,940	75,829	76,718	77,607	78,495
	Systems Support Specialist	62,670	65,361	67,005	68,009	69,296	70,583	71,872	73,162	74,051	74,940	75,829	76,718	77,607	78,495
	Transportation Supervisor	62,670	65,361	67,005	68,009	69,296	70,583	71,872	73,162	74,051	74,940	75,829	76,718	77,607	78,495
6	Custodial Supervisor	69,591	72,576	74,403	75,520	76,949	78,378	79,808	81,238	82,226	83,214	84,202	85,190	86,178	87,164
	Database Supervisor	69,591	72,576	74,403	75,520	76,949	78,378	79,808	81,238	82,226	83,214	84,202	85,190	86,178	87,164
	Supervisor Systems & Programming	69,591	72,576	74,403	75,520	76,949	78,378	79,808	81,238	82,226	83,214	84,202	85,190	86,178	87,164
7	Director of Food Services	74,099	77,277	79,220	80,410	81,932	83,454	84,977	86,501	87,552	88,603	89,654	90,705	91,756	92,808
	Human Resources Specialist	74,099	77,277	79,220	80,410	81,932	83,454	84,977	86,501	87,552	88,603	89,654	90,705	91,756	92,808
	Maintenance Supervisor	74,099	77,277	79,220	80,410	81,932	83,454	84,977	86,501	87,552	88,603	89,654	90,705	91,756	92,808
8	Distribution & Utilities Manager	75,552	78,795	80,776	81,988	83,540	85,091	86,644	88,196	89,268	90,340	91,412	92,484	93,556	94,630
9	Financial Analyst II	77,058	80,365	82,388	83,623	85,205	86,788	88,372	89,957	91,050	92,143	93,236	94,329	95,422	96,517
	Purchasing Agent	77,058	80,365	82,388	83,623	85,205	86,788	88,372	89,957	91,050	92,143	93,236	94,329	95,422	96,517
10	Assistant Principal - Elementary	77,058	80,365	82,388	83,623	85,205	86,788	88,372	89,957	91,050	92,143	93,236	94,329	95,422	96,517
11	Data Comm. Network Manager	82,474	86,015	88,180	89,501	91,195	92,888	94,584	96,279	97,450	98,621	99,792	100,963	102,134	103,302
	Ex Director Community Partner/Media Relations	82,474	86,015	88,180	89,501	91,195	92,888	94,584	96,279	97,450	98,621	99,792	100,963	102,134	103,302
	Operations/Apppl Support Coordinator	82,474	86,015	88,180	89,501	91,195	92,888	94,584	96,279	97,450	98,621	99,792	100,963	102,134	103,302
12	Assistant Principal - Middle School	84,403	88,026	90,237	91,592	93,325	95,058	96,792	98,526	99,724	100,922	102,120	103,318	104,516	105,712
13	Accounting & Payroll Manager	86,165	89,863	92,123	93,504	95,274	97,045	98,816	100,588	101,811	103,034	104,257	105,480	106,703	107,924
	Coordinator Human Resources	86,165	89,863	92,123	93,504	95,274	97,045	98,816	100,588	101,811	103,034	104,257	105,480	106,703	107,924
	Coordinator Student Engagement	86,165	89,863	92,123	93,504	95,274	97,045	98,816	100,588	101,811	103,034	104,257	105,480	106,703	107,924
	Research Coordinator	86,165	89,863	92,123	93,504	95,274	97,045	98,816	100,588	101,811	103,034	104,257	105,480	106,703	107,924
	Budget & Grant Manager	86,165	89,863	92,123	93,504	95,274	97,045	98,816	100,588	101,811	103,034	104,257	105,480	106,703	107,924
	Project Engineer	86,165	89,863	92,123	93,504	95,274	97,045	98,816	100,588	101,811	103,034	104,257	105,480	106,703	107,924
14	Elementary Principal	86,165	89,863	92,123	93,504	95,274	97,045	98,816	100,588	101,811	103,034	104,257	105,480	106,703	107,924
	eSchool Principal	86,165	89,863	92,123	93,504	95,274	97,045	98,816	100,588	101,811	103,034	104,257	105,480	106,703	107,924
	Head Start Principal	86,165	89,863	92,123	93,504	95,274	97,045	98,816	100,588	101,811	103,034	104,257	105,480	106,703	107,924
	Hillcrest Principal	86,165	89,863	92,123	93,504	95,274	97,045	98,816	100,588	101,811	103,034	104,257	105,480	106,703	107,924
15	ATH/ACT/HLTH/PEREC/SRCTR/COOR	87,921	91,695	94,000	95,411	97,217	99,022	100,830	102,638	103,886	105,134	106,382	107,630	108,878	110,123
	Assistant Principal High School	87,921	91,695	94,000	95,411	97,217	99,022	100,830	102,638	103,886	105,134	106,382	107,630	108,878	110,123
16	Coordinator Fine Arts	87,921	91,695	94,000	95,411	97,217	99,022	100,830	102,638	103,886	105,134	106,382	107,630	108,878	110,123
	Coordinator Lang Acquisition TL3	87,921	91,695	94,000	95,411	97,217	99,022	100,830	102,638	103,886	105,134	106,382	107,630	108,878	110,123
	Coordinator Lib. Media/Inst. Tech	87,921	91,695	94,000	95,411	97,217	99,022	100,830	102,638	103,886	105,134	106,382	107,630	108,878	110,123
	Coordinator Math/Science	87,921	91,695	94,000	95,411	97,217	99,022	100,830	102,638	103,886	105,134	106,382	107,630	108,878	110,123
	Coordinator Professional Development	87,921	91,695	94,000	95,411	97,217	99,022	100,830	102,638	103,886	105,134	106,382	107,630	108,878	110,123
	Coordinator Special Education	87,921	91,695	94,000	95,411	97,217	99,022	100,830	102,638	103,886	105,134	106,382	107,630	108,878	110,123
	Coordinator Title I Program	87,921	91,695	94,000	95,411	97,217	99,022	100,830	102,638	103,886	105,134	106,382	107,630	108,878	110,123
	Curr Coordinator Literacy	87,921	91,695	94,000	95,411	97,217	99,022	100,830	102,638	103,886	105,134	106,382	107,630	108,878	110,123
	Curr Coordinator Social Studies	87,921	91,695	94,000	95,411	99,411	99,022	100,830	102,638	103,886	105,134	106,382	107,630	108,878	110,123
	Coordinator School to Career	87,921	91,695	94,000	95,411	99,411	99,022	100,830	102,638	103,886	105,134	106,382	107,630	108,878	110,123
	Curr Coordinator Talent Development	87,921	91,695	94,000	95,411	97,217	99,022	100,830	102,638	103,886	105,134	106,382	107,630	108,878	110,123
17	Middle School Principal	93,012	97,004	99,444	100,936	102,846	104,757	106,668	108,582	109,902	111,222	112,542	113,862	115,182	116,501
18	Administrator Pre-School Educ.	93,717	97,740	100,195	101,698	103,624	105,549	107,476	109,403	110,733	112,063	113,393	114,723	116,053	117,381
20	Director of Lakeview Tech Academy	103,198	107,625	110,331	111,988	114,107	116,226	118,349	120,471	121,935	123,399	124,863	126,327	127,791	129,254
	Harborside Principal	103,198	107,625	110,331	111,988	114,107	116,226	118,349	120,471	121,935	123,399	124,863	126,327	127,791	129,254
	Indian Trail Academy Principal	103,198	107,625	110,331	111,988	114,107	116,226	118,349	120,471	121,935	123,399	124,863	126,327	127,791	129,254
	Reuther Principal	103,198	107,625	110,331	111,988	114,107	116,226	118,349	120,471	121,935	123,399	124,863	126,327	127,791	129,254
21	Director of Facilities	103,198	107,625	110,331	111,988	114,107	116,226	118,349	120,471	121,935	123,399	124,863	126,327	127,791	129,254
	Director of Human Resources	103,198	107,625	110,331	111,988	114,107	116,226	118,349	120,471	121,935	123,399	124,863	126,327	127,791	129,254
	Director of SPEC Ed/STD Support	103,198	107,625	110,331	111,988	114,107	116,226	118,349	120,471	121,935	123,399	124			

**EMPLOYMENT CONTRACT
TWO-YEAR EMPLOYMENT CONTRACT FOR ADMINISTRATIVE PERSONNEL
UNDER SECTION 118.24, STATS.**

**KENOSHA UNIFIED SCHOOL DISTRICT
Kenosha, Wisconsin**

IT IS HEREBY AGREED, by and between the School Board of the Kenosha Unified School District (hereinafter "Board") and **FLOYD WILLIAMS JR** (hereinafter "Administrator"), that the Board does hereby employ the named Administrator as **ASST SUPER EL SCHL LEADERSHIP** and that the Administrator does hereby accept employment upon the terms and conditions hereinafter set forth.

1. **TERM.** The term of this contract shall be from **7/1/2015** to **6/30/2017**, unless terminated sooner pursuant to the provisions contained herein. This offer when accepted by the Administrator shall not constitute a binding contract until approved by the Board. The number of work-days shall be as assigned by the Superintendent in accordance with the District's Compensation Policy: General Administrative, Instructional Administrative, Supervisory and Technical Personnel.

2. **DUTIES, RESPONSIBILITIES AND OBLIGATIONS.** The Administrator agrees to perform at a professional level of competence the services, duties and obligations required by the laws of the State of Wisconsin and the rules, regulations and policies of the Board which are now existing or which may be hereinafter enacted. The Board agrees to furnish the Administrator with a written copy of all such rules, regulations and policies now in effect or becoming effective during the term of this contract. In case of direct conflict between any rule, regulation or policy of the Board and any specific provision of this contract, the contract shall control.

The Administrator agrees to devote full time to the duties, responsibilities and obligations required herein, and shall not engage in any pursuit which interferes with the proper discharge of duties, obligations and responsibilities.

The Administrator also certifies that, on the date of signing, the Administrator is not under contract with any other school district and that employment information furnished is complete and factual.

3. **SALARY.** In consideration for the services to be rendered under this contract, the Administrator shall receive a salary of **\$138966**, which salary may be increased or decreased by the Board in accordance with the provisions of the District's Compensation Policy: General Administrative, Instructional Administrative, Supervisory and Technical Personnel.

The Administrator's annual salary for the (second) year of this contract shall be the amount(s) determined by the Board in accordance with the District's Compensation Policy: General Administrative, Instructional Administrative, Supervisory and Technical Personnel. The Administrator's annual salary shall be paid in **26** equal installments and is based on **260** contract work-days.

4. **LICENSE.** This contract is conditioned upon the Administrator possessing a valid State of Wisconsin Administrator's license or certificate as required by the laws of the State of Wisconsin, for the administration position identified above.

5. **TRANSFER.** The Superintendent shall have the right to transfer the Administrator during the term of this contract from one assignment to another whenever, in the judgment of the Superintendent, such transfer is in the best interest of the District. In the event of a transfer, the Administrator should receive the compensation appropriate for such position pursuant to the District's Compensation Policy: General Administrative, Instructional Administrative, Supervisory and Technical Personnel.

6. **BENEFITS.** The Administrator shall be entitled to the benefits set forth in the District's Compensation Policy: General Administrative, Instructional Administrative, Supervisory and Technical Personnel.

7. **CONTRACT RENEWAL, NON-RENEWAL, MODIFICATION OR TERMINATION.** The renewal, non-renewal and termination of this contract shall be in accordance with the provisions of Section 118.24, Stats., and the rules, regulations and policies of the Board.

This contract may be modified or terminated anytime during the term hereof by the mutual written agreement of the parties hereto, except that a breach of this contract may result in dismissal rather than acceptance of resignation. A

resignation must be made in writing to the Superintendent of Schools at least thirty (30) days prior to the proposed effective date of such resignation and is subject to acceptance or rejection by the School Board on the basis of the reasons preferred therefore.

8. **EVALUATION.** The Administrator shall be evaluated in accordance with the procedures stated in the District's Employment Practices Policy: General Administrative, Instructional Administrative, Supervisory and Technical Personnel.

9. **SUSPENSION, DISCHARGE AND TERMINATION.** The Board may unilaterally suspend or discharge the Administrator for just cause for a breach of this contract. The Administrator shall be entitled to procedural due process prior to any termination, which occurs during the term of this contract.

10. **BOARD POLICIES.** The Board's rules, regulations and policies, as they now exist or may exist in the future, are incorporated herein and shall apply unless otherwise specifically and expressly provided for herein.

11. **SAVINGS CLAUSE.** If any article or part of this contract is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any parts should be restrained by any tribunal, the remainder of this contract shall not be affected thereby.

Dr. Sue Savagli Jarvis

Issued by

Superintendent of Schools

Accepted by

Floyd E. L. [Signature]

Individual

Social Security Number

7/6/15

Date

6/13/73

Date of Birth

APPROVAL BY SCHOOL BOARD

Jamarr D. Coleman

President

Paul [Signature]

Clerk

**KENOSHA UNIFIED SCHOOL DISTRICT NO. 1
KENOSHA, WISCONSIN**

**CLASSIFICATION, COMPENSATION AND PERSONNEL POLICY
FOR
GENERAL ADMINISTRATIVE, INSTRUCTIONAL ADMINISTRATIVE,
SUPERVISORY AND TECHNICAL PERSONNEL
2015-2017**

I. Application and Effective Date of Operation

The policy herein set forth and detailed shall be effective upon the date of adoption and shall govern the classification, compensation and working conditions of all administrative, supervisory, and technical ("AST") personnel except the Superintendent of Schools.

II. Adoption of This Policy

In the adoption of this policy, the Board of Education expresses the plan that it shall follow in compensating and classifying its administrative, supervisory, and technical personnel. It is understood that the Board of Education reserves the right from time to time to make adjustments in this policy to meet the fiscal, administrative and programmatic requirements and needs of the District in an efficient and effective manner. The policy contained herein shall, at a minimum of two years, be reviewed by the Superintendent of Schools, with any recommended changes and/or modifications being reported to the Board of Education.

III. Basis for Determination of Salary Policy and Other Working Conditions

Recognition is made of the fact that only professionally qualified individuals who meet the qualifications identified in the position's job description will be appointed to positions herein specified based on the approved job description for the position. Prior to posting and filling any of these positions, the Board of Education approved job description shall be reviewed and updated. All other job descriptions shall be reviewed and updated at least every two years.

IV. Salary Policy

A. Annual Salary Adjustment

1. Effective July 1, 2009, salary percentage increases for administrative, supervisory, and technical personnel (other than the Superintendent) shall be considered and determined by the Board of Education based upon a written recommendation of the Superintendent of Schools and in compliance with guidelines imposed by the State legislature.

2. The Superintendent of Schools shall make written recommendations to the Board of Education on or before June 30th each new school year.
3. Effective July 1, 2009 eligible employees shall be advanced for step movements on the salary schedule in effect.

B. Salary Schedule Structure

1. Salaries are established for each level of employment with annual longevity, salary schedule and education/professional lane increases determined by the Board of Education following review of the written recommendations of the Superintendent of Schools.
 - a. Individuals who do not provide satisfactory service are not eligible for any salary increases or merit awards.
 - b. The base pay plus raises and increments is provided for individuals who satisfactorily perform their duties according to the job description, evaluation, and assignments made by their supervisors.
 - c. The Superintendent with the approval of the Board of Education may implement a merit pay plan.
 - d. Education and Professional Development Lane pay shall be provided for individuals as defined by Article VI.

C. Changes in Salary and Classification

1. Salary
 - a. The Superintendent will annually meet with the Board of Education for discussion of salary and benefit proposals in accordance with the timelines described in Article IV, A, 2. Prior to such meeting, the Superintendent will meet with the Kenosha School Administrators' Association or its designee.
 - b. Salary levels are to be reviewed annually and compared with normative information and recommended changes will be annually incorporated into the budget assumptions as presented to the Board of Education.
2. Classification
 - a. Individual requests for changes in position classification should be submitted in writing to the Superintendent.

- b. The Superintendent may institute reclassification of positions as needed to reflect changes in responsibility with the approval of the Board of Education.

D. Salary Status as a Result of Transfer Appointment or Position Reclassification

Persons in the District transferred from one administrative, supervisory, or technical position to another position, will be placed at a salary level based upon qualifications and experience at the discretion of the Superintendent of Schools with the approval of the Board of Education. Such transfer could result in an increase or decrease in salary. Any such increase in salary shall commence on the first pay period following the position change; any such decrease in salary shall commence on the first pay period of the school semester following the position change.

E. Conformity with Applicable Laws

All salary compensation changes, whether pertaining to base salary, equity adjustment, merit or any other salary compensation item, and all fringe benefit changes, shall comply with any applicable laws regarding same.

V. Fringe Benefits

A. Vacation

1. Supervisory and technical personnel will be entitled to two weeks of vacation during the first full year of employment. A third week of vacation will be authorized after the first full year of employment. A fourth week of vacation will be authorized after the third full year of employment as an AST. Effective for those hired on or after July 1, 2006, a fourth week of vacation will be authorized after the fifth full year of employment as an AST. New employees will not be allowed to take vacation during the first six months of employment.
2. General/central office administrative personnel and building administrators will be entitled to three weeks of vacation during the first full year of employment. A fourth week of vacation will be authorized after the first full year of employment. A fifth week of vacation will be authorized after the third full year of employment as an AST for all affected employees under this classification. Effective for those hired on or after July 1, 2006, a fifth week of vacation will be authorized after the fifth full year of employment as an AST. New employees will not be allowed to take vacation during the first six months of employment.
3. Vacation is earned on a July 1 fiscal year basis, and taken on a January 1 calendar year basis. Vacation will be accrued at a 1/12 per month basis.

4. Vacations for all personnel shall be completed prior to December 31 of the year following the contract year and shall be arranged subject to prior approval by the Superintendent of Schools or designee. Administrative, supervisory, and technical personnel may use vacation days throughout the year pending approval of the Superintendent of Schools or designee.

B. Holidays

The following days and such other days as may be designated by the Superintendent will be paid holidays for Administrative, Technical and Supervisory personnel:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Martin Luther King Day	Friday after Thanksgiving
Good Friday	Christmas Eve
Spring Break Week	Christmas Day
Memorial Day	Winter Break Days (variable)
Independence Day	

If any of the named holidays fall on a Saturday or Sunday, either the preceding or the following normal workday as designated by the Superintendent shall be observed as the holiday.

C. Group Health, Dental and Vision Insurance

The District provides group health, dental and vision coverage for its employees, as summarized in separate benefit summaries and schedules. The District will provide employees with copies of plan-related documents and information from time to time.

D. Retirement Plan

For all eligible staff, the District will pay one-half of the actual rate as determined by the Employee Trust Fund Board and the employee will be responsible for the other half.

E. Tax Sheltered Annuity

The District shall provide the opportunity to participate in a tax sheltered annuity program by way of a voluntary payroll deduction. The employee may choose from currently qualified tax-sheltered annuity vendors approved by the District.

F. Group Life Insurance

The District shall provide Administrative, Supervisory and Technical personnel the opportunity to participate in a Group Life Insurance Plan at one times the

employee's salary, which shall be fully paid by the District. At the option of any employee, additional coverage may be purchased up to four (4) times the employee's salary. The employee shall pay the cost of any additional coverage. After retirement, employees may elect to continue all of the coverage they have in force at retirement, the cost of which shall be fully paid by the employee.

G. Professional Improvement

Administrative, supervisory, and technical personnel shall be eligible to request tuition reimbursement for college, university or technical school coursework under the following conditions provided the Employee has completed one full year of continuous full-time employment within the Administrative, Supervisory and Technical classification:

1. Courses must be job related and individuals must request written approval in advance of taking the course(s) from the Superintendent or designee prior to enrollment. The approval for reimbursement shall be contingent upon the availability of funds.
2. A transcript or certification attesting to completion of such coursework must be filed with the Human Resources Department along with evidence of tuition payment by the individual within 60 days after the completion of the coursework.
3. Reimbursement will be made for actual tuition costs only not to exceed the UW-System (Milwaukee) cost per credit up to a maximum sum of Twenty- four (24) credits in the last five (5) years. Employees earning an "A", "B" or "Pass" in any authorized course will be reimbursed at 100% of the documented cost. There will be no reimbursement for less than "B" level work. Employees who leave employment with the District for reasons other than retirement within one year of completion of the authorized course shall be obligated to repay the District two-thirds (2/3) of the tuition cost paid by the District within 30 days of termination; and employees who leave employment for reasons other than retirement within two years shall repay one-third (1/3) of the tuition cost within 30 days of termination.

H. Sick Leave

1. General Provisions

- a. Sick leave with full pay shall be earned and credited at the rate of one (1) day per month for each month the employee is employed by the District. Unused sick leave shall be accumulated to a maximum of one hundred twenty (120) days. AST employees, who had accumulated sick leave while employed by the District as a non-AST employee, may carry over their accumulated non-AST sick days. Non-AST sick days shall be used before any sick days

accrued as an AST, but in no case shall the total of AST and non-AST sick days exceed 120 days.

- b. Sick leave may be used upon the illness or, subject to the provisions of Section 2 below, injury to the employee or the illness or injury of a member of the employee's immediate family, but the District may require a statement from a licensed medical provider giving the nature and seriousness of the illness. Member of the immediate "family" is defined as husband or wife, child, stepchild, brother, sister, parent or stepparent, parent-in-law and foster children wherever they may reside, or other relative living in the same dwelling unit.
- c. In the event a period of personal illness extends beyond the number of days of unused sick leave then accumulated, the Administrative, Supervisory and Technical personnel must apply for and may be granted a leave of absence, without pay, for the balance of the period of such personal illness, but not to exceed twelve (12) months. Extensions of such leaves of absences may be requested of the Board of Education. The determination of the Administrative, Supervisory and Technical personnel's ability to return to the job he or she was hired to do shall be made by his or her physician and certified to the Superintendent in writing. Upon return from such leave the Administrative, Supervisory and Technical personnel shall be immediately reinstated in his or her former position, if then available, and if not to a substantially equivalent position in which he or she is competent to perform.
- d. After a minimum of ten (10) full years of continuous employment as Administrative, Technical or Supervisory personnel, employees covered under this policy whose employment terminates shall be entitled to receive a payment equal to 50% of the value of any accumulated unused sick leave earned as an AST employee at the time of such termination at the rate of pay at the time of termination. The District shall make such payment within ninety (90) days after termination of employment. The District shall make such payment in the form of a post-employment contribution to a tax-sheltered annuity.

2. Personal Injury Benefits

- a. Whenever the employee is absent from school as a result of personal injury caused by an assault by a student, occurring in the course of the employee's employment, the employee shall be paid his/her full salary for the period of such absence, and no part of such absence will be charged to his/her annual sick leave. Under

these conditions any benefits accruing to the employee would be remitted to the District.

- b. Whenever the employee is absent from school as a result of personal injury occurring on the school premises and not due to the employee's negligence, the employee shall be paid his/her full salary less weekly indemnity under the Workers' Compensation Act for the period of his/her disability up to thirty (30) contract days and no part of such absence shall be charged to his/her accumulated sick leave.
- c. Insofar as the Workers' Compensation law applies, the employee shall be reimbursed for the cost of medical, surgical and/or hospital services incurred as the result of any injury sustained in the course of employment.
- d. The District shall have the right to have the employee examined by a physician designated by the District for the purpose of establishing the length of time during which the employee is temporarily disabled or absent from performing his/her duties, and the opinion of said physician as to the said period shall control.

3. Initial Sick Leave Credit

The District acknowledges that no formal sick leave policy existed prior to the adoption of this policy effective July 1, 1997. Therefore, in recognition of the tenure of the District's employees prior to July 1, 1997, the full time employees of the District as of July 1, 1997, covered by this policy, are granted accrued sick leave benefits as of July 1, 1997, (whether or not such full time employment was as an AST employee) as follows: One (1) day per month for each month of consecutive full time employment with the district as of July 1, 1997, to a maximum of one hundred twenty (120) days.

I. Long Term Disability

The Board of Education shall provide a long-term disability plan for all covered employees. The long term disability plan shall provide, after a waiting period of ninety (90) consecutive calendar days, 66-2/3% of the employee's regular salary to a maximum per month benefit and with terms and provisions as set forth in such long term disability plan adopted by the District. Each covered employee shall be required to be a participant in the plan and the premium is paid for by the District.

J. Short Term Disability

The District will provide an employee-paid short-term disability plan. Short Term Disability is a voluntary benefit. Details with respect to the benefits, claims

procedures and limitations can be found in the summary plan description. The plan document controls payment of any benefits.

K. Other Leave

1. Upon exhaustion of any leave available under both the federal and state Family Medical Leave Acts, any employee may request child-rearing leave without pay for any school year in which a child is born or adopted and for one additional school year if so desired. Child rearing leave may be requested in conjunction with pregnancy leave. Request for child rearing leave for an additional school year must be submitted prior to May 1. Such requests must be for the complete school year. Employees while on such leave shall, at their option and expense, be permitted to continue life, dental and health insurance coverages. Upon return from such leave the Administrative, Supervisory and Technical personnel shall be immediately reinstated in his or her former position, if then available, and if not to a substantially equivalent position in which he or she is competent to perform.
2. Employees covered by this policy who have completed a minimum of three (3) years of continuous full-time service within the Administrative, Supervisory and Technical classification shall be eligible to request a personal leave for up to one (1) year. Said leave, if approved, shall be without compensation. Upon return from such leave the Administrative, Supervisory and Technical personnel shall be immediately reinstated in his or her former position, if then available, and if not to a substantially equivalent position which he or she is competent to perform.
3. The District shall grant, upon request, a military leave of absence for mandatory annual duty for training not to exceed ten (10) working days provided such duty is performed with the assigned unit. Periods of military leave for mandatory service as a result of civil disturbance or disaster will be allowed, upon request, in addition to leave for annual duty for training, provided such duty is performed with assigned unit. Such employee shall receive the difference between the military pay exclusive of any reimbursement for expenses other than base salary and his/her regular salary rate upon submission of a copy of the order to active duty and a copy of the pay voucher.
4. In case of death in the immediate family (father, mother, brother, sister, son, daughter, husband, wife, registered domestic partner, or a person who stands in a mutually acknowledge relation of parent or child), Administrative, Supervisory and Technical personnel shall be allowed up to six (6) days with full pay for time necessary to attend the funeral and take care of arrangements for handling the estate. For other relatives (grandparents, uncles, aunts, first cousins, nieces, nephews, step mother/father and grandchildren) the individual shall be allowed three (3) days with full pay to attend the funeral. This policy applies equally to relatives whether by blood or marriage. Additional days may be granted

with the approval of the Superintendent.

5. Employees who are summoned for jury duty shall be granted the necessary time off with pay, provided the employee remits to the District all remuneration (except mileage) received for jury duty, and files with the District the appropriate official record of jury service dates.
6. The District will grant the necessary time off with pay for employees who are subpoenaed to appear in court proceedings: (1) in connection with the employee's employment; or (2) in any other legal proceeding, if the employee is not a party to the action. Such approved absence will be with pay provided the employee remits to the District any fees received and files the subpoena with the District. Time off with pay for purpose of attending court proceedings shall include the adoption and/or accepting appointment as guardian of a child by the employee.
7. Employees, who take a leave of absence for any period longer than six (6) months, shall not accrue District seniority during that time.

L. Payroll Deductions

Effective July 1, 2013, All required deductions, such as for WRS contributions, federal, state, and local taxes, and all authorized voluntary deductions, such as TSA, Kenosha School Administrators' Association and insurance, will be held automatically from employee paychecks. Employees are responsible to set up voluntary deductions via Employee Online.

VI. Additional Compensation – Education and Professional Development Lanes

Effective July 1, 2006, the Board of Education shall provide compensation in the amount of \$1,500 annually for each educational or professional development lane achieved. The categories of achievement are as follows:

1. Master's degree plus 30 college credits or equivalent continuing education units (CEU's) (Implied in Ph.D. or Ed. D.).
2. Professional licensure (excluding additional teaching or administrative licenses) through the State of Wisconsin or a professional association in an area pertinent to the employee's current position with the District (including, but not limited to, Certified Public Accountant (CPA), American Institute of Architects (AIA), Professional Engineer (PE), Registered Dietician (RD), Certified Network Engineer (CNE), Microsoft Certified Software Engineer (MCSE), etc.) Credit for licensure or certification that is obtained through an association must be approved in writing by the Superintendent or designee.

3. Master Administrator designation through the Wisconsin Department of Public Instruction.

Employees can only receive compensation for one educational/professional development achievement in each of the three (3) categories identified.

VII. Other Conditions of Employment

A. Duration of Individual Employment Contract

1. Individual employment contracts issued to employees covered by this policy will be issued in accordance with any applicable State Statutes and Board of Education policy.
2. Employment contracts for individuals covered by, Wis. Stat. § 118.24 may be for a term up to but not to exceed two years.
3. Individuals covered by Wis. Stat. § 118.24., who are placed on a professional improvement plan, shall be entitled to a contract with a term not to exceed one year. Individuals covered by Wis. Stat. § 118.24 who are in the last year of a two year contract, and who are placed on a professional improvement plan, shall be given preliminary notice and notice of nonrenewal of their two year contract pursuant to Wis. Stat. § 118.24, so as to renew their contract for a term not to exceed one year.
4. Employment contracts for individuals not covered by Wis. Stat. § 118.24 may be for a term not to exceed one year.
5. Individuals not covered by Wis. Stat. § 118.24, who are placed on a professional improvement plan, shall be given notice of same at the time their contract is considered for renewal and shall be provided the opportunity to meet with the Board of Education in closed session to discuss the matter.

B. Placement on the Salary Schedule

1. Any employee hired by the District prior to January 1 of any given year shall be eligible for salary advancement for the ensuing school year.
2. Prior experience credit as determined by the Superintendent may be granted personnel being employed in accordance with provisions contained herein.
3. Salary placement shall be made effective as of July 1 of each year.

C. Contract Days Defined

1. The number of contract days per position shall be as defined in Appendix A of this document.
2. Each year the Superintendent shall designate which days as non-contract days for those employees in positions deemed to be for less than 260 contract days.

D. Overtime for Non-Exempt Positions

Positions classified at Levels 1 through 4 on the Salary Schedule (Appendix A) are classified as non-exempt technical employees and overtime will be paid at the rate of pay set at an hourly rate computed on the annual salary. Overtime will be paid for work in excess of eight (8) hours per day or forty (40) hours per week.

E. Outside Employment

No District employee shall engage in any outside activities or employment which interferes with the ability to carry out regularly assigned duties, as determined by the Superintendent or designee.

VIII. Early Retirement

A. Eligibility

1. Individuals who have been employed in the District on a regular full-time basis for at least fifteen (15) years, who also meet the additional age and other requirements set forth below and who are currently employed by the District may apply for early retirement benefits under this Article VIII.
2. Individuals who have been employed by the District for at least fifteen (15) years and who are currently employed by the District, and have served the last ten (10) years of continuous full-time employment within the Administrative, Supervisory and Technical classification, and have reached the age of 55 are entitled to the insurance coverages specified in Article VIII-D-1.
3. An employee shall be immediately disqualified from participation in this plan and all District obligations hereunder shall cease when and if a participant receives unemployment compensation or Worker's Compensation directly or indirectly from the District. Individuals who retire shall not be eligible for re-employment with the District either as an employee or a consultant without the approval of the Board of Education.
4. Employees who do not meet the eligibility criteria in paragraph 2 above, but who do meet the criteria in paragraph 1 above and who have attained

age of 55 shall be eligible for single health insurance coverage specified in Article VIII-D-1.

B. Application Procedure

1. Applicants shall apply for early retirement benefits to the Superintendent at least six (6) months in advance of the effective date of retirement.
2. Applications shall be approved or denied by the Superintendent and the Board of Education. Applications may be denied if they are deemed by the Superintendent and the Board of Education to be not in the best interests of the School District.
3. The effective date of retirement for instructional administrators shall be July 1. The employee shall tender notice of the effective date of early retirement immediately upon being notified that the application has been accepted.
4. Once notice of intent to retire is given by an employee, and is accepted by the District, the notice of intent to retire shall be irrevocable.

C. Payments

1. The District shall have the discretion to determine whether it will make any supplemental payment to WRS for any retiree, as determined by WRS, in accordance with Wis. Stat. §40.05(2)(i).
2. The District shall provide a Letter of Agreement to the retiring employee which specifies the amount to be paid to the WRS on behalf of the retiring employee.

D. Retiree Health/Dental/Life

1. Except as otherwise provided in VIII-A-3 and VIII-A 4, employees who retire pursuant to this Article shall be eligible to remain in the group health, dental and life insurance programs that the District may maintain from time to time for similarly-situated active employees until age sixty-five (65) or until the individual qualifies for Medicare, whichever occurs first.
2. Except as otherwise provided in VIII-A-3 and VIII-A-4, the District shall make premium contributions on behalf of early retirees until age sixty-five (65) or until the individual qualifies for Medicare, whichever occurs first based on the following contribution schedule.

3. The District will establish the employee/retiree contributions from time to time and communicate such rates to affected individuals through a separate benefit schedule or other written communication.

E. Other Retirement Benefits

1. Employees, who attain the minimum age to retire with 15 years of continuous full-time employment in the District, shall be entitled to receive a payment equal to \$2,000 per year of continuous full-time employment within the Administrative, Supervisory, and Technical classification. Payment may occur within 90 days of the termination or may be paid in 3 equal yearly installments (including any accrued interest based on the average investment rate for the previous year's fixed annuity account of the Districts investment vehicle) on the same corresponding date. The District may choose to make such a payment through a tax-deferred plan. This and all retirement transactions must be in compliance with applicable Wisconsin Retirement System rules and regulations and/or state law.
2. This provision shall sunset at the close of the 2005/06 classification policy period (June 30, 2006). (No additional benefits shall accrue). Those members covered by this classification policy at the time of sunset will be eligible to receive \$2000 for each year of service they have attained as of 2005/06 provided they meet the minimum age to retire (age 55).

IX. Duration and Provisions for Amending This Policy

This policy and all its provisions shall be construed as being in full force and effect starting July 1, 2013 and may be revised or amended only by action of the Board of Education. The Board of Education may amend this Policy and any underlying plan or program at any time and any such changes may apply immediately to a covered individual, even after an employee retires.

If any portion of this Policy is held invalid by operation of law or by any tribunal or agency of competent jurisdiction, or if compliance or enforcement of any part should be restrained by such tribunal or agency, or in the event of substantial changes in the social security or retirement systems which would affect this Policy, the entire Policy shall become null and void and shall be reassessed at that time by the Board of Education.

X. Residency

Administrative, Supervisory and Technical personnel are strongly encouraged to reside within the school district boundaries.

XI. Employment Contract Renewal, Non-Renewal, Modification or Termination

A. Employment Contract Renewal, Non-Renewal, Modification or Termination for Administrative Personnel under Wis. Stat. § 118.24.

1. The renewal, non-renewal and termination of the employee's employment contract shall be in accordance with the provisions of Wis. Stat. §118.24, and the rules, regulations and policies of the Board of Education. The employee contract may be modified or terminated any time during the term hereof by the mutual written agreement of the parties hereto, except that a breach of said contract may result in dismissal rather than acceptance of resignation. A resignation must be made in writing to the Superintendent of Schools at least thirty (30) days prior to the proposed effective date of such resignation and is subject to acceptance or rejection by the Board of Education on the basis of the reasons proffered therefor.

The Superintendent of Schools may unilaterally suspend the individual with or without pay. The Board of Education may discharge or terminate the individual for just cause for a breach of the employee's contract. The Administrator shall be entitled to procedural due process prior to any suspension, discharge or termination that occurs during the term of the employee's contract.

2. Any employee covered under this agreement who has been placed on a Professional Improvement Plan shall not have their contract renewed for more than one year in accordance with the provisions of this Article and Article VII, A. While on a professional improvement plan, the employee's salary will be frozen for the duration of the plan. Upon completion of the plan and recommendation for further employment, the employee will be placed on the salary schedule at the level he/she would have achieved had he/she not had his/her salary frozen and shall receive backpay. However, should said individual remain on review for the period of the contract renewal and fail to meet District expectations in their evaluation at the end of the contract term, said individual will be terminated.

B. Employment Contract Renewal, Non-Renewal, Modification or Termination for Administrative, Supervisory, and Technical Personnel Not Covered By Wis. Stat. § 118.24.

1. The Board of Education, or designee, will notify the individual at least thirty (30) calendar days prior to the expiration of the employee's contract of its intent to renew or non-renew said contract. If the individual receives a notice that the Board of Education is considering the non-renewal of the employee's contract, the individual may, within five (5) calendar days after receiving such notice, request, in writing, a private conference with the Board of Education to discuss the reasons for the non-renewal. The Board of Education will advise the individual in writing of its decision to

renew or non-renew the individual's contract within five (5) calendar days after such conference.

The employment contract may be modified or terminated any time during the term hereof by the mutual written agreement of the parties hereto, except that a breach of said contract may result in dismissal rather than acceptance of resignation. A resignation must be made in writing to the Superintendent of Schools at least thirty (30) days prior to the acceptance or rejection by the Board of Education on the basis of the reasons proffered therefor.

The Superintendent of Schools may unilaterally suspend the individual with or without pay. The Board of Education may discharge or terminate the individual without cause for reasons that are not arbitrary or capricious during the term of the employee's contract, provided that the individual shall be given written notice thirty (30) days prior to the effective date of any discharge or termination during the term of the employee's contract. The individual shall be entitled to procedural due process prior to any suspension, discharge or termination that occurs during the term of the employee's contract.

2. Any employee who has been on a professional improvement plan for one year and who fails to meet District expectations in their evaluation at the end of that year shall be terminated.

XII. Evaluation

All individuals covered herein shall be annually evaluated in accordance with the policies and procedures adopted by the Board of Education and receive a written summative copy of said evaluation.

XIII. Transfer

The District shall have the right to transfer any employee herein during the term of their contract from one assignment to another whenever, in the judgment of the Board of Education, such transfer is in the best interest of the District. In the event of a transfer, the employee should receive the compensation appropriate for such position pursuant to the current Administrative, Supervisory and Technical Personnel Salary Schedule and Article IV, D of this policy with consideration of years of service within the Administrative, Supervisory and Technical classification.

XIV. Modification to Policy

All modifications to the Compensation and Personnel Policy for General Administrative, Instructional Administrative, Supervisory and Technical personnel will be sent to all Administrative, Supervisory and Technical staff members at such time that the modifications are submitted to the Board of Education, and the Superintendent will meet

with Administrative, Supervisory and Technical personnel to explain such changes prior to adoption.

Kenosha Unified School District
Administrative, Supervisory, Technical Salary Schedule
July 1, 2015

Level	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	Cataloger Technical Assistant	47,633	49,677	50,927	51,890	52,968	53,648	54,828	55,605	56,280	56,956	57,632	58,307	58,983	59,658
	Media Production Technician	47,633	49,677	50,927	51,890	52,968	53,648	54,828	55,605	56,280	56,956	57,632	58,307	58,983	59,658
2	Comp Tech/Tmg (Regional Tech Sp)	54,336	56,670	58,093	58,965	60,061	61,197	62,314	63,431	64,202	64,973	65,745	66,516	67,288	68,057
	Facilities Specialist	54,336	56,670	58,093	58,965	60,061	61,197	62,314	63,431	64,202	64,973	65,745	66,516	67,288	68,057
	Financial Analyst (Budget)	54,336	56,670	58,093	58,965	60,061	61,197	62,314	63,431	64,202	64,973	65,745	66,516	67,288	68,057
	Executive Assistant - General	54,336	56,670	58,093	58,965	60,061	61,197	62,314	63,431	64,202	64,973	65,745	66,516	67,288	68,057
	Help Desk Technician	54,336	56,670	58,093	58,965	60,061	61,197	62,314	63,431	64,202	64,973	65,745	66,516	67,288	68,057
	Interactive Communications Specialist	54,336	56,670	58,093	58,965	60,061	61,197	62,314	63,431	64,202	64,973	65,745	66,516	67,288	68,057
3	Web Specialist	54,336	56,670	58,093	58,965	60,061	61,197	62,314	63,431	64,202	64,973	65,745	66,516	67,288	68,057
	Executive Assistant - Superintendent	58,216	60,715	62,245	63,176	64,372	65,588	66,795	67,981	68,787	69,612	70,437	71,263	72,088	72,919
4	Food Service Production Manager	59,276	61,819	63,375	64,324	65,542	66,759	67,977	69,196	70,037	70,878	71,719	72,559	73,400	74,242
	Programmer Analyst II	59,276	61,819	63,375	64,324	65,542	66,759	67,977	69,196	70,037	70,878	71,719	72,559	73,400	74,242
	Research Analyst	59,276	61,819	63,375	64,324	65,542	66,759	67,977	69,196	70,037	70,878	71,719	72,559	73,400	74,242
	SPED Prg Analyst/IEP MGR	59,276	61,819	63,375	64,324	65,542	66,759	67,977	69,196	70,037	70,878	71,719	72,559	73,400	74,242
5	Community School Relations Coord	63,861	66,603	68,278	69,301	70,613	71,924	73,238	74,552	75,458	76,364	77,270	78,176	79,082	79,988
	Financial Analyst I	63,861	66,603	68,278	69,301	70,613	71,924	73,238	74,552	75,458	76,364	77,270	78,176	79,082	79,988
	Systems Support Specialist	63,861	66,603	68,278	69,301	70,613	71,924	73,238	74,552	75,458	76,364	77,270	78,176	79,082	79,988
6	Transportation Supervisor	63,861	66,603	68,278	69,301	70,613	71,924	73,238	74,552	75,458	76,364	77,270	78,176	79,082	79,988
	Custodial Supervisor	70,913	73,955	75,817	76,955	78,411	79,867	81,324	82,782	83,788	84,795	85,802	86,809	87,815	88,820
	Database Supervisor	70,913	73,955	75,817	76,955	78,411	79,867	81,324	82,782	83,788	84,795	85,802	86,809	87,815	88,820
7	Supervisor Systems & Programming	70,913	73,955	75,817	76,955	78,411	79,867	81,324	82,782	83,788	84,795	85,802	86,809	87,815	88,820
	Director of Food Services	75,507	78,745	80,726	81,938	83,489	85,040	86,592	88,145	89,215	90,286	91,357	92,428	93,499	94,571
	Human Resources Specialist	75,507	78,745	80,726	81,938	83,489	85,040	86,592	88,145	89,215	90,286	91,357	92,428	93,499	94,571
8	Maintenance Supervisor	75,507	78,745	80,726	81,938	83,489	85,040	86,592	88,145	89,215	90,286	91,357	92,428	93,499	94,571
	Distribution & Utilities Manager	75,507	78,745	80,726	81,938	83,489	85,040	86,592	88,145	89,215	90,286	91,357	92,428	93,499	94,571
9	Financial Analyst II	78,622	81,892	83,953	85,212	86,824	88,437	90,051	91,665	92,780	93,894	95,007	96,121	97,235	98,351
	Purchasing Agent	78,622	81,892	83,953	85,212	86,824	88,437	90,051	91,665	92,780	93,894	95,007	96,121	97,235	98,351
10	Assistant Principal - Elementary	78,622	81,892	83,953	85,212	86,824	88,437	90,051	91,665	92,780	93,894	95,007	96,121	97,235	98,351
11	Data Comm. Network Manager	84,041	87,849	89,855	91,202	92,927	94,653	96,381	98,108	99,302	100,496	101,688	102,881	104,075	105,265
	Ex Direc Com Partner/Media Relations	84,041	87,849	89,855	91,202	92,927	94,653	96,381	98,108	99,302	100,496	101,688	102,881	104,075	105,265
12	Assistant Principal - Middle School	86,007	89,698	91,952	93,332	95,098	96,864	98,631	100,398	101,619	102,840	104,060	105,281	106,502	107,721
13	Accounting & Payroll Manager	87,802	91,570	93,873	95,281	97,085	98,889	100,694	102,499	103,745	104,992	106,238	107,484	108,730	109,975
	Coordinator Human Resources	87,802	91,570	93,873	95,281	97,085	98,889	100,694	102,499	103,745	104,992	106,238	107,484	108,730	109,975
	Coordinator Student Engagement	87,802	91,570	93,873	95,281	97,085	98,889	100,694	102,499	103,745	104,992	106,238	107,484	108,730	109,975
	Research Coordinator	87,802	91,570	93,873	95,281	97,085	98,889	100,694	102,499	103,745	104,992	106,238	107,484	108,730	109,975
	Budget & Grant Manager	87,802	91,570	93,873	95,281	97,085	98,889	100,694	102,499	103,745	104,992	106,238	107,484	108,730	109,975
	Project Engineer	87,802	91,570	93,873	95,281	97,085	98,889	100,694	102,499	103,745	104,992	106,238	107,484	108,730	109,975
14	Elementary Principal	87,802	91,570	93,873	95,281	97,085	98,889	100,694	102,499	103,745	104,992	106,238	107,484	108,730	109,975
	eSchool Principal	87,802	91,570	93,873	95,281	97,085	98,889	100,694	102,499	103,745	104,992	106,238	107,484	108,730	109,975
	Head Start Principal	87,802	91,570	93,873	95,281	97,085	98,889	100,694	102,499	103,745	104,992	106,238	107,484	108,730	109,975
	Hillcrest Principal	87,802	91,570	93,873	95,281	97,085	98,889	100,694	102,499	103,745	104,992	106,238	107,484	108,730	109,975
15	ATH/ACT/HLTH/PE/REC/SRCTRCOORD	89,591	93,437	95,786	97,224	99,084	100,903	102,748	104,588	105,860	107,132	108,403	109,675	110,947	112,215
	Assistant Principal High School	89,591	93,437	95,786	97,224	99,084	100,903	102,748	104,588	105,860	107,132	108,403	109,675	110,947	112,215
	Coordinator Fine Arts	89,591	93,437	95,786	97,224	99,084	100,903	102,748	104,588	105,860	107,132	108,403	109,675	110,947	112,215
	Coordinator Lang Acquisition TLS	89,591	93,437	95,786	97,224	99,084	100,903	102,748	104,588	105,860	107,132	108,403	109,675	110,947	112,215
	Coordinator Lib. Media/Inst. Tech	89,591	93,437	95,786	97,224	99,084	100,903	102,748	104,588	105,860	107,132	108,403	109,675	110,947	112,215
	Coordinator Math/Science	89,591	93,437	95,786	97,224	99,084	100,903	102,748	104,588	105,860	107,132	108,403	109,675	110,947	112,215
	Coordinator Professional Development	89,591	93,437	95,786	97,224	99,084	100,903	102,748	104,588	105,860	107,132	108,403	109,675	110,947	112,215
	Coordinator Special Education	89,591	93,437	95,786	97,224	99,084	100,903	102,748	104,588	105,860	107,132	108,403	109,675	110,947	112,215
	Coordinator Title I Program	89,591	93,437	95,786	97,224	99,084	100,903	102,748	104,588	105,860	107,132	108,403	109,675	110,947	112,215
	Curr Coordinator Literacy	89,591	93,437	95,786	97,224	99,084	100,903	102,748	104,588	105,860	107,132	108,403	109,675	110,947	112,215
16	Curr Coordinator Social Studies	89,591	93,437	95,786	97,224	99,084	100,903	102,748	104,588	105,860	107,132	108,403	109,675	110,947	112,215
	Curr Coordinator Talent Development	89,591	93,437	95,786	97,224	99,084	100,903	102,748	104,588	105,860	107,132	108,403	109,675	110,947	112,215
17	Middle School Principal	94,779	98,847	101,333	102,854	104,800	106,747	108,698	110,645	111,980	113,335	114,680	116,025	117,370	118,715
18	Administrator Pre-School Educ.	95,498	99,597	102,099	103,630	105,593	107,554	109,518	111,482	112,637	114,192	115,547	116,903	118,259	119,611
20	Director of Lakeview Tech Academy	105,159	109,670	112,427	114,116	116,275	118,434	120,598	122,760	124,262	125,744	127,235	128,727	130,219	131,710
	Harborside Principal	105,159	109,670	112,427	114,116	116,275	118,434	120,598	122,760	124,262	125,744	127,235	128,727	130,219	131,710
	Indian Trail Academy Principal	105,159	109,670	112,427	114,116	116,275	118,434	120,598	122,760	124,262	125,744	127,235	128,727	130,219	131,710
	Reuther Principal	105,159	109,670	112,427	114,116	116,275	118,434	120,598	122,760	124,262	125,744	127,235	128,727	130,219	131,710
21	Director of Facilities	105,159	109,670	112,427	114,116	116,275	118,434	120,598	122,760	124,262	125,744	127,235	128,727	130,219	131,710
	Director of Human Resources	105,159	109,670	112,427	114,116	116,275	118,434	120,598	122,760	124,262	125,744	127,235	128,727	130,219	131,710
	Director of SPEC Ed/STD Support	105,159	109,670	112,427	114,116	116,275	118,434	120,598	122,760	124,262	125,744	127,235	128,727	130,219	131,710
23	Bradford High Principal	106,010	110,558	113,340	115,039	117,217	119,								

Form 2

Due by April 1st (Individual Self-Assessment)Due by June 30th (Final Evaluation)

**ADMINISTRATIVE AND SUPERVISORY
PERFORMANCE EVALUATION**

Name: Dr. Floyd E. Williams, Jr.Assignment: Assistant Superintendent of Elementary School Leadership Location: ESCEvaluation Period: from July 1, 2013 through June 30, 2014

PROFESSIONAL EXPECTATIONS FOR KENOSHA UNIFIED SCHOOL DISTRICT

The Superintendent of Kenosha Unified School District (KUSD) embraces core standards, reflecting the strategic framework, benchmarks, and design task areas, together with guidelines and principles for collegial review, form the basis of overall professional expectations for the Administration of the Kenosha Unified School District.

KUSD Administrators exhibits the knowledge, skills, talents and disposition to promote student achievement for all students, support increase of student access by closing opportunity gaps, and demonstrate the ability to hold self and those under their supervision accountable for continuous learning and execution of the District's Strategic Plan.

DIRECTIONS: Check all items listed on the following pages on the basis of your observations and contacts as follows:

- **Exceeds Professional Expectations** -- This is a level of performance that few attain. It is highly unusual and reflects the successful combination of quantitative and/or qualitative accomplishments over a sustained period of multiple years. Virtually all elements of the employee's job description and duties were accomplished in an exceptional manner. He or she has demonstrated the willingness and ability to consistently go well beyond the job responsibilities. The use of this category also implies that significant documentation is available and can be made available upon request.
- **Meets Professional Expectations** -- This is a level of performance which is expected in the majority of employees or may be the norm for some longer service employees. Employees at this level are consistently productive in meeting their responsibilities. In general, all ongoing responsibilities have been concluded and performed successfully.
- **Needs Improvement** -- This is a level of performance which is not completely satisfactory. Specific ongoing responsibilities have been unfulfilled, incomplete, or not met in a timely and/or acceptable manner. The employee does not always work diligently or produce sufficiently on a consistent basis. Professional support services are to be recommended; intervention is required if performance does not improve.
- **Unsatisfactory** -- This is a level of performance which, unless substantial and immediate improvement is achieved, will lead to termination. Key and/or basic responsibilities are not met and without good cause. Placement in this category may have been preceded by a "needs improvement" rating. Formal recommendation for intervention is required and salary withhold is to be implemented.
- **Not Applicable** -- In cases where information is not available or the area does not apply.

Form 2

Please rate each element by placing a check (✓) in the appropriate box and commenting if necessary. Every effort should be made to keep Comments and Evaluation Summary specific and objective. The evaluator's comments must clarify the ratings and give specific meaning or emphasis in individual cases.

LEADERSHIP	Exceeds Professional Expectations	Meets Professional Expectations	Needs Improvement	Unsatisfactory	Not Applicable
Provides purpose and direction for individuals and groups.		✓			
Facilitates the development of a shared strategic vision for school or department.		✓			
Formulates goals and change efforts with staff and sets priorities for school or department in the context of District priorities and student and staff needs.		✓			
Reaches logical conclusions and makes high quality, timely decisions based on the best available information, giving priority to significant issues.	✓				
Puts programs and change efforts into action and facilitates the coordination and collaboration of tasks.	✓				
Creates conditions that enhance the staff's desire and willingness to focus energy on achieving educational excellence.		✓			
Facilitates teamwork and collegiality.		✓			
Makes oral presentations that are clear and easy to understand. Expresses ideas clearly in writing.		✓			
Maintains ongoing and effective communication with various constituents.	✓				
Demonstrates sensitivity to individual needs of all staff, students, and parents, including those with varied cultures, backgrounds, and abilities. Deals tactfully with others.	✓				
Demonstrates evidence of growth.		✓			

Comments on Evidence and Outcomes of Leadership ratings:

Dr. Williams is in his first year in the position of Assistant Superintendent of Elementary School Leadership. Dr. Williams has the responsibility of supervising 23 elementary principals, three K-8 charter principals, one director of Headstart, and one director of early education. Throughout the SMART Goal process, Dr. Williams has presented, reviewed, and provided recommendations for the aforementioned individuals to their school SMART Goals. Currently, action plans are being developed by schools to implement for the 2014-2015 school year. Building principals set goals and priorities to improve student achievement based on the SMART Goal process.

Dr. Williams has demonstrated the ability to make high quality, timely, equitable and fair decisions to challenges, problems and issues, and maintains ongoing and effective communication with all constituents by:

- Engaging struggling principals in the development and implementation of Professional Improvement Plans for the purpose of improving leadership performance.
- Providing advisement, support, and directives to principals working through school crises.
- Interpreting district contracts for principals.
- Conducting monthly meetings and other meetings as necessary with principals to communicate district policies, procedures, initiatives and other timely information.
- Addressing, resolving, and assisting in the resolution of difficult issues when policies and procedures were ambiguous or non-existent.
- Responding to parent complaints and concerns beyond the principals' purviews or abilities to resolve.
- Attending executive sessions of the Board of Education, held prior to Board meetings for the purpose of providing pertinent and timely information for the Board, apprising the Board of anticipated critical issues that might come forth during formal meetings, and participating in discussions of Board business.
- Attending all Board of Education meetings, including committee meetings, to provide reports, research on issues, and anticipatory responses/information.
- Addressing the Board of Education on matters, e.g., school program expansions, programmatic changes, teacher/student ratios: administrative concerns; and student enrollment.
- Investigating and responding to constituent concerns and complaints forwarded by members of the Board of Education.
- Providing responses to inquiries made by members of the Board of Education.
- Providing leadership and guidance to principals and teachers regarding conflict resolution issues at several elementary schools.

FORM 2

TEACHING AND LEARNING	Exceeds Professional Expectations	Meets Professional Expectations	Needs Improvement	Unsatisfactory	Not Applicable
Creates a culture for learning.		✓			
Envisions and enables, with others, instructional and auxiliary programs for the improvement of teaching and learning.	✓				
Understands the developmental needs of students. Applies appropriate strategies to meet their specific needs.		✓			
Initiates data analysis; plans and implements with staff a framework for instruction.		✓			
Encourages staff input and involvement in continual review and monitoring of curriculum.		✓			
Utilizes a variety of techniques and strategies to assess student performance, individual staff and personal performance, progress toward achievement of school's goals, and effectiveness of overall District programs.		✓			
Articulates effective instructional management and planning strategies.	✓				

Comments on Evidence and Outcomes of Teaching and Learning ratings:

Dr. Williams creates a culture for learning by ensuring that building principals adhere to district policies and procedures. During the 2013-2014 school year, Dr. Williams in conjunction with the Department of Teaching and Learning, met with each building principal to review subject area instructional minutes. The purpose of these meetings was to ensure that each elementary school was meeting the DPI recommended time of teacher-student instructional minutes.

In addition, Dr. Williams met with each building principal bi-weekly to review the following data: WKCE, MAP, PALS, ACCESS, Attendance (student & staff), suspensions, and State Report Card. During these bi-weekly visits, data is analyzed; plans of action are discussed, developed and implemented with the purpose of improving student achievement and student outcomes.

Lastly, Dr. Williams promotes a culture for learning by advocating for the continuation of Early Release Friday's for the 2014-2015 school year. Building principals and Dr. Williams developed a PowerPoint presentation to present to the Kenosha Unified School District Board of Education during a special school board meeting requesting to continue with this practice. Dr. Williams and building principals felt wholeheartedly that this initiative was critical to promote a culture for learning by allowing staff members the time on Friday's to analyze student data, collaborate with one another, and continue with the model of implementing a Professional Learning Community (PLC). The School Board did approve this proposal.

FORM 2

ORGANIZATIONAL MANAGEMENT	Exceeds Professional Expectations	Meets Professional Expectations	Needs Improvement	Unsatisfactory	Not Applicable
Gathers data, facts, and impressions from a variety of sources; analyzes relevant information in order to facilitate decision-making and monitoring. Manages data flow.		✓			
Assists others to form reasoned opinions about problems and issues; uses good judgment.	✓				
Seeks knowledge about policies, rules, laws, precedents, or practices. Applies such knowledge and facilitates changes when necessary.		✓			
Plans, prepares, and manages budgets in accordance with District budgeting procedures.		✓			
Recruits, manages, and organizes staff in such a way as to assure the greatest potential for the accomplishment of the District's mission.		✓			
Provides a safe, caring, and orderly climate for learning.	✓				
Manages the operation and maintenance of the physical plant.					✓

Comments on Evidence & Outcomes of Organizational Management ratings:

During the 2013-14 school year, Dr. Williams met with the 26 building principals bi-weekly to analyze, monitor and discuss the following data: WKCE, MAP, PALS, ACCESS, attendance (student & staff), suspensions, and State Report Card. During these bi-weekly meetings, plans of action are discussed, developed and implemented with the purpose of improving student achievement and student outcomes. Dr. Williams met with principals frequently regarding interpretation of policies, procedures and opinions about problems when they arise. During the 2013-2014 school year, Dr. Williams sought advisement from various different departments regarding policies, rules, laws, or practices. Dr. Williams has provided recommendations and served as a committee member to the following School Board policies: 5111-Bully/Harassment/Hate, 5431-Student Dress Code, and 6432- Student Class Size.

Dr. Williams plans, prepares and manages budgets in accordance with District budgeting procedures. Dr. Williams will have a surplus in the 2013-2014 school year due to this being his first year and some initiatives not being continued this year.

In addition, Dr. Williams participated in the interview process at three elementary schools during the 2013-2014 school year. Furthermore, Dr. Williams provided input to the two newly appointed assistant principals at KTEC. Also Dr. Williams interviewed candidates for the Chief Financial Officer, Assistant Superintendent of Secondary Schools, and Educator Effectiveness Coordinator.

Lastly, Dr. Williams evaluated 26 building principals and one director of early education during the 2013-2014 school year.

FORM 2

PUBLIC ENGAGEMENT	Exceeds Professional Expectations	Meets Professional Expectations	Needs Improvement	Unsatisfactory	Not Applicable
Develops common perceptions about school or District issues among various publics.		✓			
Interacts with external and internal publics in a professional manner.	✓				
Initiates and reports news through appropriate channels.		✓			
Enlists public participation and support.		✓			
Understands and supports the District's values policy as it is applied to initiatives.		✓			
Demonstrates effective strategies for dealing with the dynamics of District decision making.	✓				

Comments on Evidence and Outcomes of Public Engagement ratings:

During the 2013-2014 school year, Dr. Williams met with parents, teachers and community members regarding complaints and concerns. The purpose was to clarify perceptions and issues that had occurred and find solutions to misunderstandings and conflict. Dr. Williams has participated in the following public engagements during the 2013-2014 school year: Black History Bee, First Annual Elementary Spelling Bee, Battle of the Books, Red Ribbon Week, Lake View Graduation and Harborside Academy Graduation to name just a few. In addition, Dr. Williams has been a guest speaker in various classrooms throughout KUSD.

Dr. Williams also served on the KUSD Safety/Security Advisory Committee, Kenosha County Department of Health Services Committee, and a newly appointed Board member of the Boys and Girls Club of Kenosha. Dr. Williams' interactions during these public engagements are welcoming and respectful and his dress attire is always professional in appearance.

Lastly, Dr. Williams effectively manages district decision making and adjusts strategies and procedures when needed. For example, when the Board of Education changed Policy 6432-Class Size, Dr. Williams met with all elementary building principals and ensured that Policy 6432 was implemented according to board policy with fidelity.

HIGH PERFORMANCE MANAGEMENT	Exceeds Professional Expectations	Meets Professional Expectations	Needs Improvement	Unsatisfactory	Not Applicable
Plans and schedules work so that resources are used appropriately.		✓			
Schedules the flow of activities related to the operation of the school or department.		✓			
Works with staff to identify professional needs.		✓			
Plans, organizes, and facilitates programs that improve staff effectiveness and are consistent with goals and needs.		✓			
Initiates self-development.	✓				
Demonstrates effective observation and conferencing skills.		✓			
Utilizes both formative and summative evaluation procedures.		✓			
Utilizes due process procedures and legal assistance in dealing with disciplinary and dismissal cases.		✓			
Encourages and sets high expectations for students, staff, parents, and self, and offers encouragement and support in the attainment of those expectations.	✓				

Comments on Evidence and Outcomes of High Performance Management ratings:

Dr. Williams plans and schedules work so that resources are used appropriately. Dr. Williams schedules appointments on outlook, sets bi-weekly meetings with principals and sets time in his schedule to accomplish other tasks when needed. He held monthly principal meetings with building principals to discuss initiatives, strategies, and performance. Dr. Williams provided feedback to building principals during site visits and provided 26 building principals and one director of early education summative evaluation procedures. This year, Dr. Williams conducted Learning Visits at the elementary schools. Principals found this information to be valuable and informative. When legal issues or disciplinary issues arose, Dr. Williams sought advice from our Human Resource Department or our attorneys.

FORM 2

EVALUATION SUMMARY

Areas of Strength:

Dr. Floyd Williams continues to be a very valuable and collaborative member of the Superintendent's Leadership Team. His level of expertise and knowledge base regarding school leadership at the elementary school and pre-school levels have had a positive impact on our district's culture and on student achievement. Dr. Williams continues to be a strong advocate for all students. He sees the big picture regarding school and district initiatives and is not afraid to challenge issues related to equity and adequacy in our schools.

Areas for Further Consideration:

Dr. Williams will continue to be a district leader regarding the importance of early childhood education and cultural competency initiatives. He will continue to work with representatives from Carthage, UW-Parkside, Gateway, United Way and community organizations to augment mentoring and tutoring programs for pre-school and elementary level learners.

Overall Rating:

	Exceeds Professional Expectations
X	Meets Professional Expectations
	Needs Improvement
	Unsatisfactory

I recommend that this Administrator/Supervisor:	
X	Continue in this position.
	Be terminated from this position.

Date: 7/15/14

Evaluator's Signature: Joseph J. Mangi Position: Superintendent

Administrator's Signature: Floyd Williams Position: Assistant Superintendent of Elementary School Leadership

I have read and (do/do not) agree with the above evaluation. I understand that I may submit a written reply and attach it to the file copy.

MEMORANDUM

To: Dr. Floyd Williams, Jr.

From: Dr. Sue Savaglio-Jarvis, Superintendent of KUSD 

Date: May 8, 2015

RE: Performance Improvement Plan

Thank you for meeting with me on May 1, 2015. I appreciated your time and candor in response to my concerns about your performance and conduct. During our meeting, I shared with you that I would be issuing a Professional Improvement Plan in order to further clarify my expectations and to assist you in addressing the concerns about your performance, job responsibilities and conduct. Immediately following the meeting, you asked me to consider a less formal method of remediation, such as a Memorandum of Expectations. As promised, I thought about your request this week and while I truly understand your concerns, I believe it is in the best interests of the District to proceed with a professional improvement plan so that the expectations are clear and you are able to fulfill those expectations of the job. As such, I will share a draft Professional Improvement Plan in June or early July with the expectation that it will be in place before school begins in September 2015. Thank you again for your cooperation.

Please let me know if you have any questions or concerns.

Form 2

Due by May 5th (Individual Self-Assessment)
 Due by June 30th (Final Evaluation)

**ADMINISTRATIVE AND SUPERVISORY
 PERFORMANCE EVALUATION**

Name: Dr. Floyd E. Williams, Jr.

Assignment: Assistant Superintendent of Elementary School Leadership Location: ESC

Evaluation Period: *from* July 1, 2014 *through* June 30, 2015

PROFESSIONAL EXPECTATIONS FOR KENOSHA UNIFIED SCHOOL DISTRICT

The Superintendent of Kenosha Unified School District (KUSD) embraces core standards, reflecting the strategic framework, benchmarks, and design task areas, together with guidelines and principles for collegial review, form the basis of overall professional expectations for the Administration of the Kenosha Unified School District.

KUSD Administrators exhibits the knowledge, skills, talents and disposition to promote student achievement for all students, support increase of student access by closing opportunity gaps, and demonstrate the ability to hold self and those under their supervision accountable for continuous learning and execution of the District's Strategic Plan.

DIRECTIONS: Check all items listed on the following pages on the basis of your observations and contacts as follows:

- **Exceeds Professional Expectations** -- This is a level of performance that **few attain**. It is highly unusual and reflects the successful combination of quantitative and/or qualitative accomplishments over a sustained period of multiple years. Virtually all elements of the employee's job description and duties were accomplished in an **exceptional** manner. He or she has demonstrated the willingness and ability to consistently go well beyond the job responsibilities. The use of this category also implies that significant documentation is available and can be made available upon request.
- **Meets Professional Expectations** -- This is a level of performance which is **expected in the majority** of employees or may be the norm for some longer service employees. Employees at this level are consistently productive in meeting their responsibilities. In general, all ongoing responsibilities have been concluded and performed successfully.
- **Needs Improvement** -- This is a level of performance which is not completely satisfactory. Specific ongoing responsibilities have been unfulfilled, incomplete, or not met in a timely and/or acceptable manner. The employee does not always work diligently or produce sufficiently on a consistent basis. Professional support services are to be recommended; intervention is required if performance does not improve.
- **Unsatisfactory** -- This is a level of performance which, unless substantial and immediate improvement is achieved, will lead to termination. Key and/or basic responsibilities are not met and without good cause. Placement in this category may have been preceded by a "needs improvement" rating. Formal recommendation for intervention is required and salary withhold is to be implemented.
- **Not Applicable** -- In cases where information is not available or the area does not apply.

Please rate each element by placing a check (✓) in the appropriate box and commenting if necessary. Every effort should be made to keep Comments and Evaluation Summary specific and objective. The evaluator's comments must clarify the ratings and give specific meaning or emphasis in individual cases.

LEADERSHIP	Exceeds Professional Expectations	Meets Professional Expectations	Needs Improvement	Unsatisfactory	Not Applicable
<p>Provides purpose and direction for individuals and groups. Dr. Williams needs to make this a focus for next year by hosting principal breakfast meetings; at least two each month to support providing direction for his leaders, building relationships, getting to know their needs; especially as a group.</p>			X		
<p>Facilitates the development of a shared strategic vision for school or department.</p>		x			
<p>Formulates goals and change efforts with staff and sets priorities for school or department in the context of District priorities and student and staff needs. In many meetings that I have witnessed with Dr. Williams, he often concurs with another colleague. Leaders must develop their own thinking and share his/her own thinking, formulating his/her own thoughts and opinions vs. saying, "I agree with XXX." This statement is often repeated and such that it is the same person Dr. Williams is referring to...</p>			X		
<p>Reaches logical conclusions and makes high quality, timely decisions based on the best available information, giving priority to significant issues.</p>		✓			

<p>Puts programs and change efforts into action and facilitates the coordination and collaboration of tasks. Dr. Williams came to see me, due to an early morning email I had sent to him on June 5th regarding summer school enrollment. Dr. Williams stopped by to see me on or about 12:45pm (June 5) regarding the early morning summer school email as it related to the low number of elementary students signed up for middle school summer school. I had shared that at this level it is imperative that his role is to take things he hears and to connect the dots where in his role he can support the endeavors of the district. I shared it is our job due to this all relates to student learning and achievement. The data supported that at least three of the middle schools had extremely low numbers of students attending and these were from our schools were students need to be engaged in as much learning as possible. It is his job to drive these endeavors to ensure students are always learning. At the end of our conversation, Dr. Williams shared he did not attempt to assist with the coordination and collaboration for summer school enrollment. But, he shared he would do so in the future. Dr. Williams then shared he would follow up with an email to the elementary principals; and Dr. Williams sent a second reminder on June 8. *Again, however this is after the fact. I am looking for initiative, taking the lead to connect the dots and apply the next step without being directed, told or pressed to ask questions such that it leads to action. More initiative is needed on Dr. Williams part.</p>			X		
<p>Creates conditions that enhance the staff's desire and willingness to focus energy on achieving educational excellence.</p>		✓			
<p>Facilitates teamwork and collegiality. Facilitating breakfast meetings and re-designing his principal meetings will achieve this goal. I would like to see Dr. Williams think about this and plan for change next school year.</p>			X		
<p>Makes oral presentations that are clear and easy to understand. Expresses ideas clearly in writing. In reflecting this school year, I have only observed or received evidence of written reports which are clear. I have no evidence of an oral presentation done by Dr. Williams; meaning, he has not put together a PowerPoint or oral presentation that he was solely responsible for---meaning---for leading change or bringing a new concept before a specific group.</p>		✓			
<p>Maintains ongoing and effective communication with various constituents.</p>		✓			
<p>Demonstrates sensitivity to individual needs of all staff, students, and parents, including those with varied cultures, backgrounds, and abilities. Deals tactfully with others.</p>		✓			
<p>Demonstrates evidence of growth. This will be monitored through the PIP process.</p>			X		

Comments on Evidence and Outcomes of Leadership ratings:

Dr. Williams wrote the comments in black.

Superintendent wrote the comments in green.

Dr. Williams is in his second year in the position of Assistant Superintendent of Elementary School Leadership. Dr. Williams has the responsibility of supervising 23 elementary principals, three K-8 charter principals, one assistant director of Headstart, one director of early education and one coordinator of diversity and student engagement.

During the 2014-2015 school year, Dr. Williams has accomplished the following tasks under his leadership:

- Engaging struggling principals in the development and implementation of Professional Improvement Plans for the purpose of improving leadership performance. Dr. Williams needed assistance from the Superintendent to refine and rework each performance improvement plan; namely for ██████████ and ██████████ this past school year. Dr. Savaglio-Jarvis also took over an ongoing staff concerns from Forest Park and coordinated a plan for addressing the challenges during the Spring of 2015.
- On June 10, Dr. Williams came to see me regarding an email I had sent about him taken the responsibility of working with the consultant, ██████████s and the staff at Forest Park for the 2015-2016 school year. I had shared that once ██████████ submits his proposal, we will review it together and it will be handed off to Dr. Williams for all follow up, processing and directing where this all goes in the future. Dr. Williams was also made aware of the shared statement regarding the principal. I encouraged Dr. Williams to stay close to this as in the future certain decisions and/or recommendations may need to occur. Dr. Williams was receptive.
- Conducting monthly meetings and other meetings as necessary with principals to communicate district policies, procedures, initiatives and other timely information. Dr. Williams conducts the routine meetings to distribute information as noted in the above bullet, however for the 2015-2016 school year, Dr. Williams needs to take this a step further and allow for more collaborative meetings and team building activities amongst those he leads. Through my observations at each principal meeting, there is a noted concern such as lacking collegiality amongst the leadership and leaders. In Dr. Williams PIP it is noted that he is to engage in at least two morning breakfast meetings to develop and deepen collaboration and relationships; so that his meetings are more spirited and demonstrates a sense of teamwork and pride.

- Responding to parent complaints and concerns beyond the principal's purviews or ability to resolve. **During the course of this school year, the Superintendent had to assist with several cases of concerns from several buildings and their leaders.**
- Providing leadership and guidance to principals and teachers regarding conflict resolution issues at several elementary schools.
- Developed and presented Opening Procedures for the 2014-2015 school year for principals to review.
- Diversity Task Force Design Team member and presenter. **I do know that Dr. Williams attends the team design meetings, and attends the diversity committee meetings. And, during a few of those meetings, he is in and out due to other scheduled meetings; which is understandable and part of his job.**

The following and areas noted above and below are responsibilities of the job.

- Collaborated with Human Resources on the Reduction in Force Rubric and procedures.
- Participated with providing 4K online registration and marketing information to the public.
- Delivered presentations on improving the climate and culture to Brompton and Dimensions of Learning staff members.
- Monitored school enrollment and waiver recommendations according to Board Policy 6432 – Student Class Size.
- Presented at several of the Strategic Planning District and Community Focus Groups.
- Participated on the Bullying Committee.
- Met with charter school principals to review charter contract language and analyze the restructuring of funding to charter schools.

FORM 2

TEACHING AND LEARNING	Exceeds Professional Expectations	Meets Professional Expectations	Needs Improvement	Unsatisfactory	Not Applicable
<p>Creates a culture for learning. I would like to see a serious effort made towards this standard. This area needs to be developed as Dr. Williams reflects on his own style and his way of doing this...the question are "How do you create this?" "Where is the evidence for creating a culture of learning?" "How can it be developed through your principals/meetings and what other such ways?"</p>			X		
<p>Envisions and enables, with others, instructional and auxiliary programs for the improvement of teaching and learning. As of this evaluation, I am not aware of one instructional and/or auxiliary program that he has discussed, shared, or worked with building principals that is focused on the improvement of teaching and learning.</p> <p>When I asked to review [redacted] PIP, the binder provided to me had all of her emails, school data, climate and culture school survey and her current PIP. What I was looking for was evidence that Dr. Williams, from the time her PIP was in place (2014) until June (2015) what evidence did Dr. Williams have in order to support his role for the improvement of [redacted] which impacts improvement the school culture, which in turn drives student learning and achievement. I was specifically reviewing, number 3 in her PIP; there was no evidence that over the course of the year Dr. Williams was following up on the required items. Since, my request, on June 2nd it was shared with me that Dr. Williams, after my request, then reached out to [redacted]. He made a specific request of her... [redacted] then responded via email about the quick turnaround timeframe. Dr. Williams then wrote back to her on June 2nd at 10:05pm. [redacted] noted the quick turnaround of his needs and request; this puts undue stress on his staff whereas from day one last year this was Dr. Williams's responsibility to be monitoring her PIP all along. Now it appears to be falling on [redacted] plate with little time and it appears she does not have the formal documentation of some requested items from the PIP, based on her email to him. As of June 11, 2015, I have not received evidence of Dr. Williams role in monitoring her PIP as her supervisor.</p>			X		
<p>Understands the developmental needs of students. Applies appropriate strategies to meet their specific needs.</p>		✓			

<p>Initiates data analysis; plans and implements with staff a framework for instruction. After a full year, I had to request data to be brought and presented to LC in June. Matter of fact, Dr. Williams per my request will be presenting to LC on June 17 regarding MAP assessment and how his schools did or did not do. Dr. Williams needs to initiate data and provide on-going all year long feedback, reports and data sharing from our cycle of continued assessments being done. I have not seen nor heard of a PALS final summary assessment or even mid-year report. This is huge in his role. I believe as assessments are done, Dr. Williams should be providing and sharing results with the leadership team. It is critical at the elementary level, especially preK-3 so that we can track progress or lack of progress for our young learners. *On a side note, if one was to review the LC agendas, my name will be followed by the LC member's name this donates that I have made this request vs. the LC member by him or herself. I routinely have to ask for requested items for updates and such. This should all be part of Dr. Williams job...data, assess and provide feedback during LC meetings; bring forth student learning things, and continually monitoring the learning happening in the buildings preK-5 via the various overall data reports by grade levels vs. school. Leaders need to see big picture, review from the top and then dive into details.</p>			X		
<p>Encourages staff input and involvement in continual review and monitoring of curriculum. Per our discussion on June 5 regarding summer school, this ties in as well...where is the support for the instructional component of student learning and teacher/staff expectations.</p>			X		
<p>Utilizes a variety of techniques and strategies to assess student performance, individual staff and personal performance, progress toward achievement of school's goals, and effectiveness of overall District programs.</p>			X		
<p>Articulates effective instructional management and planning strategies. I do see where this can happen in principals meetings and Dr. Williams taking a lead in re-designing meetings to allow leaders to engage instructional management and planning strategies.</p>			X		

Dr. Williams wrote the comments in black.
Superintendent wrote the comments in green.

Comments on Evidence and Outcomes of Teaching and Learning ratings:

During the 2014-2015 school year, Dr. Williams reviewed DPI's suggestion of Instructional Minutes at a principal meeting had principals submit their building schedule as well as teacher schedules to review subject area instructional minutes. The purpose of this review was to ensure that each elementary school was meeting the DPI recommended time of teacher instructional minutes.

In addition, Dr. Williams collected and catalogued interventions used at each elementary school. Dr. Williams collects, monitors, and observes Professional Learning Communities (PLC's) on Early Release Friday's as well as tracks each school's agenda on these Early Release Friday's. This was a directive by the board of education after meetings from the last school year as to how are we monitoring PLC's. This is just a collection of data.

Furthermore, Dr. Williams monitors the implementation of school based improvement initiatives such as International Baccalaureate, Personalized Learning, Expeditionary Learning, and Focus on Results. Dr. Williams meets with the designers of these initiatives.

Dr. Williams met with each building principal bi-weekly to review the following data: WKCE, MAP, PALS, attendance (student and staff), suspensions, State Report Card and School Learning Objectives (SLO's). During these bi-weekly visits, data is analyzed; plans of action discussed, developed and implemented with the purpose of improving student achievement and student outcomes.

However, my concern is when I requested (on or about June 1 or 2) for evidence of this via a principals PIP, Dr. Williams turned in a binder with just collected emails, the schools culture summary and other such data. There was no evidence of "how" he had reviewed the items noted above. Meaning no notes from any of his visits with this one particular principal who actually happens to be on a PIP. Therefore, unless Dr. Williams has any notes of his own from meeting with them on these areas, my assumption is these visits are informal discussions and/or information shared at meetings being led by our Coordinator for EE and other district administrators. Dr. Williams did note that more information was coming on Jefferson but it appears late as her evaluation would be due no later than June 30. And, as of June 2, 2015 Dr. Williams personally called [redacted] and requested her "evidence." [redacted] responded back on June 2, 2015 and 8:12pm her concerns with his timeliness of the request as well as she was doing things in a more informal matter. This is my concern, Dr. Williams knew for one full year [redacted] was on this PIP and as of June 4 there appears to be no solid evidence on his part of holding [redacted] to the required activities. Overall, I am just wondering "how" these conversations went if no documentation is being submitted or monitored in general as the overseer for every building leader?

Administrative Performance Evaluation, June 2015

FORM 2

ORGANIZATIONAL MANAGEMENT

Exceeds Professional Expectations

Meets Professional Expectations

Needs Improvement

Unsatisfactory

Not Applicable

Gathers data, facts, and impressions from a variety of sources; analyzes relevant information in order to facilitate decision-making and monitoring. Manages data flow.			X		
Assists others to form reasoned opinions about problems and issues; uses good judgment. Working on this as he is learning about leading and diving deeper, thinking deeper, thinking about the bigger picture from students to community.			X		
Seeks knowledge about policies, rules, laws, precedents, or practices. Applies such knowledge and facilitates changes when necessary. We have had several new policies and rules and Dr. Williams does assist with the changes and facilitating these amongst those he supervise		✓			
Plans, prepares, and manages budgets in accordance with District budgeting procedures. Dr. Williams manages his budget in accordance with the district as well as assists with the CESA 1 Personalized Grant monies.		✓			
Recruits, manages, and organizes staff in such a way as to assure the greatest potential for the accomplishment of the District's mission.		✓			
Provides a safe, caring, and orderly climate for learning. Dr. Williams demonstrates care and concern for an orderly learning environment.		✓			
Manages the operation and maintenance of the physical plant.					✓

Comments on Evidence & Outcomes of Organizational Management ratings:
 Comments in black are Dr. Williams.
 Comments in green are Superintendent's.
 During the 2014-2015 school year, Dr. Williams met with the 26 building principal's bi-weekly to analyze, monitor, and discuss the following data: WKCE, MAP, PALS, attendance (student and staff), suspensions, State Report Card, and School Learning Objectives (SLO's). During these bi-weekly meetings, plans of action are discussed, developed and implemented with the purpose of improving student achievement and student outcomes. Dr. Williams met with principals frequently regarding interpretation of policies, procedures and opinions about problems when they arise. During the 2014-2015 school year, Dr. Williams sought advisement from various different departments regarding polices, rules, laws, or practices.

Dr. Williams has served as a committee member to the following topics: 5111-Bully/Harassment/Hate, Reduction in Force district procedures, 4K online registration and marketing, and Diversity Task Force Design Team member.

Dr. Williams plans, prepares, and manages budgets in accordance with district budgeting procedures.

In addition, Dr. Williams interviewed candidates for the coordinator of diversity and student engagement position, and substitute teachers for the district.

Dr. Williams evaluated 26 building principals, one director of early education and one coordinator of diversity and student engagement during the 2014-2015 school year.

FORM 2

PUBLIC ENGAGEMENT	Exceeds Professional Expectations	Meets Professional Expectations	Needs Improvement	Unsatisfactory	Not Applicable
Develops common perceptions about school or District issues among various publics.		✓			
Interacts with external and internal publics in a professional manner.		✓			
Initiates and reports news through appropriate channels. Dr. Williams understands that reports and other materials come to the Superintendent's office or LC as a proper channel.		✓			
Enlists public participation and support. For Dr. Williams when I think of this one, as a leader I want to encourage Dr. Williams to get more participation from his principals at each principal meeting. This will help establish a more supportive role in the direction of student learning. During this school year, I am not aware of his enlisting any general public support...typically anything he brings to a standing committee or board report is a normal annual grant renewal. When I think of this category as a leader, it is about change and what changes are going that one has to enlist public support etc. However, Dr. Williams can start with his elementary group and begin to think of ways to engage them more in their time together.			X		
Understands and supports the District's values policy as it is applied to initiatives. Through several "leadership learning" recent (June 2015) gatherings, Dr. Williams is articulating his understanding of his role and the value he can bring to the district.		✓			
Demonstrates effective strategies for dealing with the dynamics of District decision making. Dr. Williams routinely will concur with another member of LC. It is shared, "I concur with XX." "I would agree with XX" While there is nothing wrong with the statement but this does not allow for the high level leadership thinking skill that is needed for this high level position. It is a statement routinely shared after the discussion has occurred where Dr. Williams input is limited. Dr. Williams should engage his own thinking, add his own style into the conversation; thus, adding to the richness of the topic. I am not sure he is even aware of this...but it is evident to other members of the team. I would like to encourage Dr. Williams to remain off of his iPad and other electronic devices during LC meetings to ensure effective listening in order to be able to follow up and provide his own thinking to the conversation(s). *Dr. Williams demonstrated this on June 10 at our LC meeting. He refrained from using his electronic devices and stayed engaged in the meeting.			X		

Comments on Evidence and Outcomes of Public Engagement ratings:

Dr. Williams wrote the comments in black.
Superintendent wrote the comments in green.

During the 2014-2015 school year, Dr. Williams met with parents, teachers, and community members regarding complaints and concerns. The purpose was to clarify perceptions and issues that had occurred and find solutions to misunderstandings and conflict. Dr. Williams has participated in the following public engagements during the 2014-2015 school year: KTEC Ribbon Cutting Ceremony, AODA Awards Ceremony, NAACP Freedom Dinner, Annual Boys & Girls Club Directors Meeting, Strategic Planning Community Focus Group, KUSD 25 Year Service Club, Red Ribbon Week, Black History Bee, Second Annual Elementary Spelling Bee just to name a few. **Yes, this shows participation and visibility to the public.**

Dr. Williams also served on the KUSD Safety/Security Advisory Committee, Community Council Meetings, Kenosha Department of Health Services Committee, and Boys and Girls Club of Kenosha. Dr. Williams' interactions during these public engagements are welcoming and respectful and his dress attire is always professional in appearance.

Lastly, Dr. Williams effectively manages district decision making and adjusts strategies and procedures when needed. For example, when the Board of Education changed Policy 6432-Class Size, Dr. Williams met with all elementary building principals and ensured that Policy 6432 was implemented according to board policy with fidelity.

Class sized was changed during the 2013-2104 school year. This year we were to ensure proper following of this policy. Dr. Williams uses the data from Educational Accountability to watch and review the numbers in the classes. And, in the fall 2014, due to increases and decreased in enrollment the Superintendent devised a plan of action for those principals gaining and those losing a teacher. This is the area as articulated in Dr. Williams PIP, working through the details. As a leader, it is imperative that every detail is planned out in order to avoid confusion and disorganization. This is a primary role for an assistant superintendent to develop the processes for which change(s) to occur.

HIGH PERFORMANCE MANAGEMENT	Exceeds Professional Expectations	Meets Professional Expectations	Needs Improvement	Unsatisfactory	Not Applicable
Plans and schedules work so that resources are used appropriately.		✓			
Schedules the flow of activities related to the operation of the school or department.		✓			
Works with staff to identify professional needs. Dr. William's has had several principals over the course of his two years in the district that needed some professional development and to my acknowledgement, none was given—other than when [redacted] had shared to provide two elementary leaders a mentor. And, then during the course of the 2014-2015 school year, Dr. Williams did not follow up with those assigned mentees to see how things were going in order to redirect, rechanneled or revisit professional learning for his staff.			X		
Plans, organizes, and facilitates programs that improve staff effectiveness and are consistent with goals and needs.			X		
Initiates self-development.		✓			
Demonstrates effective observation and conferencing skills.		✓			
Utilizes both formative and summative evaluation procedures.			X		
Utilizes due process procedures and legal assistance in dealing with disciplinary and dismissal cases.		✓			
Encourages and sets high expectations for students, staff, parents, and self, and offers encouragement and support in the attainment of those expectations. Work in progress as we begin to focus on the PIP.			X		

Comments on Evidence and Outcomes of High Performance Management ratings:

Comment in black Dr. Williams.
Superintendent's comments in green.

Dr. Williams plans and schedules work so that resources are used appropriately. Dr. Williams schedules appointments on outlook, sets bi-weekly meetings with principals and sets time in his schedule to accomplish other tasks when needed.

EVALUATION SUMMARY

Areas of Strength:

In reflecting on the DISC model for identifying leadership behavioral strengths, the one that comes to mind for Dr. Floyd Williams is noted as “steadiness.” This leadership behavioral style is built around predictability, peace keeper, is a good listener and wants everyone’s support. Is described as calm, patient, deliberate, stable and consistent. This is clearly a reflection of Dr. Williams’s strengths as a leader. Leaders who style reflects steadiness tend to be more passive. And, in certain leadership positions this can be a good thing as it demonstrates more reserved and at times, reflective.

This behavior style maybe limited by being indecisive, overly accommodating and tendency to avoid change or know how to enact change. This style fears loss of stability and offending others. The goals of this style tend to be personal accomplishments, group acceptance, power through formal roles and positions of authority and maintenance of status quo and controlled environment.

With that said, in this high level leadership capacity as an Assistant Superintendent, the challenge becomes when many, many things are happening, and layers upon layers are being added, this style is challenging when one has to run strong head into something with a quick turnaround timeline, or when forced to make a decision in a timely manner and/or when it comes to dealing with a complicated challenge where many decisions and actions are made to keep something moving forward. At this level of leadership, there were several noted projects that would linger such as in the case of Forest Park and the concerns from the staff, truly lingered over the last 3-4 years and two of those years were under the supervision of Dr. Williams. As well as several other cases I can recall from EBSOLA CA and DL this school year that run over from last school year.

After talking with Dr. Williams on June 10 (2pm), it is evident that he is trying to gain knowledge and understanding regarding the development of leadership and what the true essence of the word means. It is more than just a definition; it is how one behaves and operates that demonstrates leadership. I shared with Dr. Williams that I look at these high level evaluations through the eyes of leadership. And, that all areas noted on this evaluation under the standards and such is the job responsibilities; it is true leadership that matters and how one behaves that drives how one operates.

Areas for Further Consideration:

Dr. Williams will be placed on a Performance Improvement Plan. There were several areas of noted concerns that came to my attention this school year. The plan is attached to this evaluation as well.

Overall, in order for Dr. Williams to adjust to this high level leadership capacity, he will need to quickly adapt to change. He must be able to multi-task projects and take them from point A to Z. And, he must be willing to confront the challenging situations; whereas trying to avoid the conflict or be the peacekeeper may not always work. He is to initiate changes in being more proactive and less reactive. Seek to solve problems and get to a resolution. Look at things in detail. Review all reports and anything else from multiple lenses to cover the big picture...

He must refrain from using his electronic devices in every leadership council meeting in order to listen attentively to all LC members. I have personally shared this with him (June 2015) and advised him to have [redacted] on call in case of a "true" emergency that needs his attention during LC. He must focus on the topics and make a connection where in his role of supporting principals he can and should also provide the internal supportive structure, to help other members of the team, in order to impact the organization as a whole; not limited to just his normal routines, but to this high level role and the impact on KUSD as one whole organization. Many things that come out of LC routinely need follow up and need information to get pushed out to principals and/or just to be in his "thinking" for awareness and future input to act on them for the greater good of the students and community.

He articulated the goal below in his self-reflection as:

- ◆ to further research and implement best practices and strategies to improve student achievement at the elementary schools that he supervises, that are not closing the achievement gap according to the goals in the SLO's.
- ◆ This goal will be an expected behavior such that Dr. Williams works in collaboration with his building leadership principals and provides this plan of action in order to implement in the fall of 2016. Dr. Williams should be the leader and lead facilitator in developing this goal and providing all of his evidence of his work on a monthly basis (end of each month) to the Superintendent starting in the fall/September of 2015.
- ◆ All goals and required activities are outlined as well in the PIP.

Last year, in Dr. William's 2013-2014 evaluation under areas for consideration it was written:

"He will continue to work with representatives from Carthage, UW Parkside, Gateway, United Way and community organizations to augment mentoring and tutoring programs for pre-school and elementary learners."

As of June 2015, I am unaware of any collaborative partnerships that have been done this year to augment mentoring and tutoring programs in our preschool and elementary learners. To the best of my knowledge, there has been no updated information shared with me as the Superintendent regarding Dr. Williams taking this area under consideration and making it happen for KUSD.

Overall Rating:

	Exceeds Professional Expectations
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	Meets Professional Expectations
X	Needs Improvement Dr. Williams is being placed on a Performance Improvement Plan.
	Unsatisfactory

I recommend that this Administrator/Supervisor:	
<input checked="" type="checkbox"/>	Continue in this position while being measured and monitored as articulated not only in this evaluation but in the improvement plan as well.
<input type="checkbox"/>	Be terminated from this position.

Date: June 23, 2015

Evaluator's Signature:

Position: Superintendent, Dr. Sue Savaglio-Jarvis

Administrator's Signature:

Position:

Assistant Superintendent of Elementary School Leadership

I have read and (do/do not) agree with the above evaluation. I understand that I may submit a written reply and attach it to the file copy.

JUL 20 15 4411 24

PROFESSIONAL IMPROVEMENT PLAN

To: Floyd Williams, Assistant Superintendent of Elementary School Leadership

From: Dr. Sue Savaglio-Jarvis, Superintendent

Date: June 23, 2015

Introduction

On or about April 16, 2015, I met with a parent/staff member (CM), upon her request, as a follow-up to a complaint she presented to you regarding a variety of allegations, including an affair between two District employees and a physical altercation that took place in front of students. In order to determine the status of your investigation, [REDACTED] Chief Human Resource Officer, and I went to your office to speak with you. In your absence, we spoke with your assistant, [REDACTED]. During our conversation with [REDACTED] I discovered that you redacted information from the report to me concerning CM's allegations.

As a result of this discovery, I investigated further and heard that you previously redacted information from other reports to me; that, in the past two years, you asked/directed [REDACTED] to perform personal tasks for you and your family; that you made inappropriate comments to [REDACTED] and that you failed to resolve several complaints submitted to you in your official capacity.

On April 21, and May 1, 2015, we met so you could respond to these allegations and provide additional information. During our meeting on May 1, 2015, we also discussed my concerns about your performance, which include, but are not limited to: failure to follow through on tasks, failure to effectively resolve complaints, improper communications with the Board President, and failure to be accountable for communications to staff.

During the course of the investigation, I discovered that you engaged in personal, non-work-related activities, during work hours and using District property and that you directed District personnel to perform your personal, non-work-related activities.

In June 2015, we discussed an additional concern I had regarding your frequent use of electronic devices during Leadership Council meetings, which demonstrate (or at least create the impression) that you are not paying attention to the topics being discussed and presented by your colleagues during the meeting. I advised you to have your assistant "on call" during Leadership Council meetings in order to deal with true emergencies, so you can focus on the content of the Leadership meeting.

I have concluded that a Professional Improvement Plan (PIP) is necessary to assist you in improving and remediating the concerns about your performance.

Deficiencies

The District identified the following concerns regarding your performance:

- Failure to assume the shared leadership role for School Leadership; to anticipate problems and to be creative and resourceful in creating solutions to those problems; to implement and adhere to District policies and procedures, rules and regulations and directives; to provide clear and consistent direction to staff on a continuing basis; to demonstrate sound judgment; and to demonstrate courage and conviction. As an example, with regard to the allegations concerning extramarital affairs between District employees, you did not refer the complainants to the applicable Board Policies; nor did you apply such Board Policies to the complaints. Moreover, when the matters were resolved, you did not follow-up with the complainants in order to assure them that the District had addressed their concerns. As another example, when you learned of the planned walk out at EBSOLA-CA, you did not create a plan to deal with it; instead, others had to step in and direct your response.
- Failure to assist and support administrators with school management issues. For example, when [REDACTED] reported to you that he was dealing with allegations of a professional staff member abusing a special education student, you provided him with minimal support and failed to check in with him about his needs and comfort level before leaving for the evening; forcing other administrators to step in and perform your responsibilities. This incident also reflects the need to develop deeper professional relationships with those you supervise.
- Failure to supervise and evaluate principals and other administrators in order to assist in the improvement of performance. As an example, you did not effectively follow-up with [REDACTED] or [REDACTED] when [REDACTED] assigned mentor advised you that he was no longer willing to meet with her because of her failure to be responsive to him.
- Failure to provide information to individual parents and community members regarding their concerns, complaints and special requests about elementary situations. As an example, with regard to the allegations concerning extramarital affairs between District employees, you did not refer the complainants to the applicable Board Policies; nor did you apply such Board Policies to the complaints. Moreover, when the matters were resolved, you did not follow-up with the complainants in order to assure them that the District had addressed their concerns.
- Failure to treat staff with respect and dignity. As referenced above and in the verbal reprimand, during the course of the investigation, I discovered that you engaged in personal, non-work-related activities, during work hours; that you used District property for such activities; and that you directed District-personnel

to perform personal, non-work-related activities for you. In addition, I discovered several situations where you made inappropriate comments or jokes to a subordinate, which caused her discomfort and distress. Furthermore, your use of your electronic device during Leadership Council meetings demonstrated (or at least created the impression) to your colleagues and your supervisor that you were not paying attention to the topics being discussed and presented during the meeting.

Plan

In order to demonstrate sufficient improvement in the areas of deficiency referenced above, you must accomplish the following tasks:

1. You will refrain from asking/directing ██████████ and any other District employee to perform tasks of any personal nature for you and/or your family.
2. You will refrain from making inappropriate, including, but not limited to, sexually-charged statements to ██████████ and any other District employee.
3. You will review all Board Policies and Employee Handbook provisions, which govern the processing of complaints against staff members and the supervision and evaluation of administrative staff.
 - a. In particular, you will monitor closely those building leaders you supervise who are on improvement plans to ensure improvement on all areas noted.
 - b. You will provide a four-month summary update (every four months, on the first of each month) to the Superintendent's office on those employees.
 - c. You will note in particular timeline dates if an employee you supervise is not meeting the expectations and pursue further recommendation regarding employment in the district for that employee.
4. For every complaint and/or allegation against a staff member received by your office, you will:
 - a. Prepare a log identifying the date the complaint and/or allegation was received;
 - b. Notify the Superintendent via email that you received a complaint and/or allegation;
 - c. Identify the Board Policy and/or Employee Handbook provision applicable to the complaint and/or allegation;
 - d. Prepare an investigation plan, including any deadlines or timelines;
 - e. Complete the investigation in a timely manner;
 - f. Follow-up with the complainant(s), witness(es) and accused staff member to indicate that the complaint and/or allegation has been addressed; and
 - g. Be transparent, but respect expectations of privacy and confidentiality of those involved.

5. For every request for support from an individual under your supervision, you will:
 - a. Prepare a log identifying the date the request was received;
 - b. Notify the Superintendent via email that you received a request for support;
 - c. Prepare a plan for providing the support requested, including any applicable deadlines or timelines;
 - d. Check in with the individual in order to confirm that the requested support is helpful; and
 - e. Follow-up with the individual who requested support to confirm that the issue has been addressed/resolved.
 - f. Submit evidence of the above-referenced logs, plans, check-ins, and follow-ups to the Superintendent every four (4) months, by the first (1st) of the month, e.g., October 1, 2015, January 1, 2016, etc.
6. You will maintain a log of the individuals under your supervision; which individuals, if any, require a mentor; and your interactions with the individuals and their mentors. You will follow up in a timely manner in response to any concerns about the mentor relationships. You will submit monthly reports from your observations, inquiring about how the employee is doing, and what if any additional needs can you provide, and meeting with the mentors assigned to each employee on a monthly basis. The report is due on the first of each month. If the first falls on a weekend, the report is due that Monday after the first of the month.
7. You will have twice a month breakfast meetings with your team of Elementary School Leadership Principals. The expectations are that you get to know them, build relationships with them and hear out their challenges and concerns to provide more effective communications in addressing their concerns or be able to celebrate their school successes. You will submit in a log format the date, time and location of your breakfast meetings. You will provide a summary of each breakfast meeting regarding agenda topics, or areas of need that you are working on for your leaders. This log with summary will be due each month on the last day of the month.
8. You will refrain from using your electronic devices during Leadership Council meetings in order to assist you in listening attentively to all Leadership Council members. You will direct your assistant to be "on call" during each Leadership Council meeting in order to address true emergencies that arise while you are in attendance at the Leadership Council meeting.
9. You will continue to research and implement best practices and strategies to improve student achievement at the elementary schools that are not closing the achievement gap according to the goals of the SLOs. You will work in collaboration with building leadership principals and prepare a plan of action to be implemented in the Fall of 2016. You will serve as the leader and lead facilitator for this goal and provide written evidence demonstrating your progress

toward this goal on a monthly basis to the Superintendent with the first communication submitted on or before September 1, 2015. (End of Sept)

You will ask for assistance immediately from the Superintendent if you have concerns about your ability to meet any of the expectations described above.

Timing

At present, you are completing a two year contract period under a Two Year Employment Contract for Administrative Personnel under Wis. Stat. § 118.24 with the Board of Education, which expires on June 30, 2015. In accordance with Wis. Stat. § 118.24, the Classification, Compensation and Personnel Policy for General Administrative, Instructional Administrative, Supervisory and Technical Personnel, (2013-2015), and Board action, another Two Year Employment Contract for Administrative Personnel under Wis. Stat. § 118.24 will commence starting on July 1, 2015, and continuing through June 30, 2017.

This Professional Improvement Plan will be in place through January 31, 2016. At that time, the Superintendent will evaluate your progress under the PIP in order to determine whether to:

1. Continue the PIP in its current form;
2. Modify the PIP in order to account for progress and/or additional deficiencies;
3. Remove the PIP as an indication that you have demonstrated sufficient improvement; or
4. Recommend your termination to the Board of Education due to your failure to adhere to terms of this PIP and/or elevate your performance to an acceptable level.

If a modified PIP is deemed to be necessary, this memorandum shall be updated in writing and a copy shall be provided to you and placed in your personnel file.

While this PIP is in place, you may still be subject to disciplinary action, up to and including discharge, if your conduct/behavior warrants disciplinary action in accordance with the terms of your Employment Contract and the Classification, Compensation and Personnel Policy for General Administrative, Instructional Administrative, Supervisory and Technical Personnel, (2013-2015).

Resources

You are hereby encouraged to seek out resources designed to assist you in improvement. Such resources may include (but is not limited to): attending a seminar, webinar or a workshop; working with a mentor; reading relevant materials; and seeking verbal and written feedback from stakeholders (your Supervisor, colleagues, and subordinates).

If you have questions or concerns about the benefit of a particular resource, it is your responsibility to follow-up with the Superintendent.

Impact on Salary

Article XI, Section A.2. of the Classification, Compensation and Personnel Policy for General Administrative, Instructional Administrative, Supervisory and Technical Personnel, (2013-2015) provides as follows:

While on a professional improvement plan, the employee's salary will be frozen for the duration of the plan. Upon completion of the plan and recommendation for further employment, the employee will be placed on the salary schedule at the level he/she would have achieved had he/she not had his/her salary frozen and shall receive back pay. However, should said individual remain on review for the period of the contract renewal and fail to meet District expectations in their evaluation at the end of the contract term, said individual will be terminated.

Therefore, for the duration of the PIP, your salary shall be frozen.

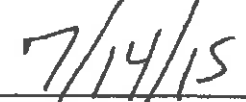
Acknowledgement

Your signature below indicates that you received this Professional Improvement Plan and understand that you are expected to adhere to it.


I acknowledge that I have received and understand this Professional Improvement Plan. I acknowledge that I was provided an opportunity to provide input and ask questions about the Professional Improvement Plan.



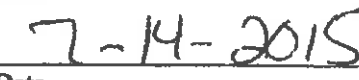
Employee's Signature



Date



Supervisor Signature



Date

Original – Office of Human Resources Personnel File Copy – Employee and Supervisor/Principal

cc: Personnel File

RESPONSE TO PROFESSIONAL IMPROVEMENT PLAN

To: Dr. Sue Savaglio-Jarvis, Superintendent

From: Dr. Floyd E. Williams, Jr., Assistant Superintendent of Elementary School Leadership

Date: July 16, 2015

Rebuttal

I am submitting a rebuttal to the Professional Improvement Plan (PIP) that I am placed on for the 2015-2016 school year. The introduction of this PIP and throughout is based primary on one-sided information and points of view as well as allegations that do not warn merit to be included in a PIP. In the introduction you stated on April 16, 2015, a meeting was held with you and CM a parent/staff regarding a variety of allegations, including an affair between two District employees and a physical altercation that took place in front of students. Again, this was a situation that CM parent/staff member met with you about on April 16, 2015 that allegedly occurred during the 2014-2015 school year that was addressed and dealt with by previous superintendent, [REDACTED]. Furthermore a physical altercation between two staff members never took place in front of students.

May 1, 2015 I explained the reason for redacting information verbally and have provided it in written form below:

On Tuesday, April 21, 2015 at 8:15 a.m. I had a meeting scheduled with [REDACTED] and [REDACTED]. The subject of the meeting in the outlook invite was titled EBSOLA. When the meeting began, I was questioned by [REDACTED] regarding the redaction of notes and reports submitted to her. I asked her what notes and information. The documents in question were the meeting notes and reports with CM, a parent/staff member and CM, a teacher. The information in question was regarding an alleged affair between two District employees. Another question of redaction was raised regarding another alleged affair that occurred between two District employees last year where a physical altercation occurred in front of students.

Originally, I thought the purpose of the meeting was to discuss the recent concerns regarding the leadership and plans of improvement for two District employees. But the meeting was regarding notes from meetings with CM parent/staff member, Executive Summary, EBSOLA DL, CM, a parent/staff member and original notes from CM, a teacher, meeting and revised meeting notes from CM, a teacher meeting that was provided by [REDACTED] secretary in my office that I was unaware was provided or aware of that was going to be the topic of discussion for today's meeting.

I stated during our meeting on May 1, 2015 that first of all I would like to state that during our first meeting on April 21, 2015 I was not given adequate time to review the documents in question. I

received this information on Wednesday, April 29, at 4:25 pm by [REDACTED]. Now that I have reviewed the documents in question, I would like to clarify my responses from April 21, 2015.

Regarding the CM parent/staff member notes, the notes that were provided to you by [REDACTED] does not have any information redacted. After reviewing the Executive Summary document I do see that the information was omitted regarding innuendos, gossip and rumor pertaining to two District employees having an alleged affair as well as two District employees involved in a physical altercation in front of students, but I did not authorize to omit it from the Executive Summary. If you review the document, you will see that it was paraphrased but I did not advise or give instructions to reword the language in that way. In the future I will review any documents sent to you and ensure that information is not omitted, reworded, or paraphrased again. Furthermore, the physical altercation in front of students was addressed with [REDACTED] past superintendent and HR. The building principal wrote up all parties and they received letters on May 6, 2014. CM parent/staff member stated it happened in the cafeteria and to check the cameras. Cameras did not get placed in the cafeteria until December 2014. Upon your request on April 21, 2015, I investigated the allegations, gossip, rumors and innuendoes at the particular school. On April 22, 2015, I met with District employee regarding the allegation of an affair.

During our meeting on April 21, 2015, I was also questioned regarding redacting information from CM-the teacher meeting notes. After reviewing the documents, yes I did tell [REDACTED] remove a sentence from page 1, due to redundancy.

Page 2 in the notes was also removed due to the fact that, sometimes these notes are shared with the District employee and I did not want the District employee to know that one of their staff members came to the ESC and met with [REDACTED]. So in essence I was safeguarding the Superintendent, and that is all I was trying to do.

Page 4 was requested to be redacted by me due to it being a rumor, innuendo, and gossip. Again I had it removed because when I address the concerns of a staff or parents, I do not want to share that in notes. Sometimes these notes are shared with the District employee.

Furthermore, I did inform [REDACTED] of the rumor regarding the District employee allegedly having an affair with a school community member that was shared by another teacher. [REDACTED] also advised me on how to proceed with the situation. I met with the District employee on Thursday, March 19, 2015 in my office to address this allegation. Upon the conclusion of the meeting with the District employee, I walked over to your office and informed you that he denied the allegation of an affair.

In our meeting on April 21, 2015, I was questioned regarding withholding information. Now, I have shared with you my explanation of the redaction and that I have not withheld information from you, [REDACTED] regarding alleged affairs between District employees. Furthermore, as I stated in our meeting, April 21, 2015 and May 1, 2015, that I have nothing to gain by withholding information regarding District employees having an affair, if this is true, than the District employees should be held accountable for their actions.

As I stated on April 21 and May 1, 2015, I have never made inappropriate comments to [REDACTED] and for that matter any other staff member as well as improperly communicated with the Board President. In addition, I would disagree with your reference about concerns with my performance. In particular you mentioned the following areas; failure to follow through on tasks, failure to effectively resolve complaints, and failure to be accountable for communications to staff. During my two years in KUSD as well as this past year there have been numerous tasks that I have been assigned that I have followed through on as well as numerous complaints that have been effectively resolved. For example when there were problems with the principal and the staff at Brompton and Dimensions of Learning, I met with the principals regarding the concerns at each school, individual staff members at each school, as well as conducted a meeting with the staffs of the individual schools with next steps. Both schools situations resulted in the climate and culture improving with the principals and the staffs at these two schools. This is just two examples of effectively resolving complaints and communicating with staff.

In the PIP you also mentioned frequent use of electronic devices during Leadership meetings and the discussion in June. I have also observed several leadership staff using electronic devices during meetings as well. I would just hope that all Leadership Council members are being held to the same standard and in addition received the same form of written communication as I have received in a formal PIP.

As I stated on May 1, 2015 and will reiterate in my rebuttal document, currently I am working in a hostile work environment, where I am being retaliated against, bullied, harassed, and intimidated, as well as discriminated against. Furthermore, I am dealing with a culture of distrust. The issue of not trusting me was referenced by you regarding me in the month of February 2015 and on April 16, 2015 when my secretary was informed by you to provide documents prepared by my office without my knowledge.

For the aforementioned reasons, I again repeat that this PIP is unjust and is without merit. I would hope that during the 2015-2016 school year that the hostile environment that I mentioned on May 1, 2015 and again in this document will cease and desist. I am more than willing [REDACTED] to work in a capacity of transparency and trust as well as a collegial environment, where I feel valued as well as appreciated for the work that I have done for KUSD and the students of Kenosha.

Sincerely,



Dr. Floyd E. Williams, Jr.

Assistant Superintendent of Elementary School Leadership

RESPONSE TO PROFESSIONAL IMPROVEMENT PLAN

To: Dr. Sue Savaglio-Jarvis, Superintendent

From: Dr. Floyd E. Williams, Jr., Assistant Superintendent of Elementary School Leadership

Date: July 14, 2015

Rebuttal

I am submitting a rebuttal to the Professional Improvement Plan (PIP) that I am placed on for the 2015-2016 school year. The introduction of this PIP and throughout is based primary on one-sided information and points of view as well as allegations that do not warn merit to be included in a PIP. In the introduction you stated on April 16, 2015, a meeting was held with you and CM a parent/staff regarding a variety of allegations, including an affair between two district employees and a physical altercation that took place in front of students. Again, this was a situation that CM parent/staff member met with you about on April 16, 2015 that allegedly occurred during the 2014-2015 school year that was addressed and dealt with by previous superintendent, [REDACTED]. Furthermore a physical altercation between two staff members never took place in front of students.

May 1, 2015 I explained the reason for redacting information verbally and have provided it in written form below:

On Tuesday, April 21, 2015 at 8:15 am I had a meeting scheduled with [REDACTED] and [REDACTED]. The subject of the meeting in the outlook invite was titled EBSOLA. When the meeting began, [REDACTED] led by questioning me and interrogating me about, "Why is certain information missing or redacted from notes and reports provided to me." I asked her what notes and information. She stated the meeting notes and reports with CM, a parent/staff member and CM, a teacher. [REDACTED] went on to state the information about an alleged affair between two District employees was also redacted. [REDACTED] continued about another alleged affair that occurred between two District employees last year where a physical altercation occurred in front of students was redacted as well.

Originally, I thought the purpose of the meeting was to discuss the recent concerns regarding the leadership and plans of improvement for two District employees. But the meeting was regarding notes from meetings with CM parent/staff member, Executive Summary, EBSOLA DL, CM, a parent/staff member and original notes from CM, a teacher, meeting and revised meeting notes from CM, a teacher meeting that was provided by [REDACTED] secretary in my office that I was unaware was provided or aware of that was going to be the topic of discussion for today's meeting.

I stated during our meeting on May 1, 2015 that first of all I would like to state that during or first meeting on April 21, 2015 I was not given adequate time to review the documents in question. I received this information on Wednesday, April 29, at 4:25 pm by [REDACTED]. Now that I have reviewed the documents in question, I would like to clarify my responses from April 21, 2015.

Regarding the CM parent/staff member notes, the notes that were provided to you by [REDACTED] does not have any information redacted. After reviewing the Executive Summary document I do see that the information was omitted regarding innuendos, gossip and rumor pertaining to two District employees having an alleged affair as well as two District employees involved in a physical altercation in front of students, but I did not authorize to omit it from the Executive Summary. If you review the document, you will see that it was paraphrased but I did not advise or give instructions to reword the language in that way. In the future I will review any documents sent to you and ensure that information is not omitted, reworded, or paraphrased again. Furthermore, the physical altercation in front of students was addressed with [REDACTED], past superintendent and HR. The building principal wrote up all parties and they received letters on May 6, 2014. CM parent/staff member stated it happened in the cafeteria and to check the cameras. Cameras did not get placed in the cafeteria until December 2014. Upon your request on April 21, 2015, I investigated the allegations, gossip, rumors and innuendoes at the particular school. On April 22, 2015, I met with District employee regarding the allegation of an affair.

During our meeting on April 21, 2015, I was also questioned regarding redacting information from CM-the teacher meeting notes. After reviewing the documents, yes I did tell [REDACTED] to remove a sentence from page 1, due to redundancy.

Page 2 in the notes was also removed due to the fact that, sometimes these notes are shared with the District employee and I did not want the District employee to know that one of their staff members came to the ESC and met with [REDACTED]. So in essence I was safeguarding the Superintendent, and that is all I was trying to do.

Page 4 was requested to be redacted by me due to it being a rumor, innuendo, and gossip. Again I had it removed because when I address the concerns of a staff or parents, I do not want to share that in notes. Sometimes these notes are shared with the District Employee.

Furthermore, [REDACTED] addressed this rumor with me about the District employee allegedly having an affair with a school community member that was shared by another teacher, when I asked you about investigating this rumor your reply was, "No, not at this time, just check around during your regular scheduled visits and see if anything looks odd." After meeting with CM -the teacher on March 16, 2015, I walked in your office and informed you that CM the teacher stated, "the District employee is having an affair with the school community member." [REDACTED] reply was, "This is not good, this is spreading to their school community. You need to meet with the District employee regarding this." I met with the District employee on Thursday, March 19, 2015 in my office to address this allegation (attachment 9). When the meeting was over with the District employee, I walked in your office and

told you the following; "The District employee denied the allegation of an affair with a school community member."

In our meeting on April 21, 2015, you stated I am withholding information. Now, I have shared with you and have provided documentation that I have not withheld information from you [REDACTED]. Furthermore, as I stated in our meeting, April 21, 2015 and May 1, 2015, that I have nothing to gain by withholding information regarding District employees having an affair, if this is true, than the District employees should be held accountable for their actions.

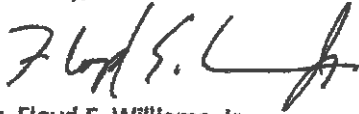
As I stated on April 21 and May 1, 2015, I have never made inappropriate comments to [REDACTED] and for that matter any other staff member as well as improperly communicated with the Board President. Furthermore, I would disagree with your reference about concerns with my performance. In particular you mentioned the following areas; failure to follow through on tasks, failure to effectively resolve complaints, and failure to be accountable for communications to staff. During my two years in KUSD as well as this past year there have been numerous tasks that I have been assigned that I have followed through on as well as numerous complaints that have been effectively resolved. For example when there were problems with the principal and the staff at Brompton and Dimensions of Learning, I met with the principals regarding the concerns at each school, individual staff members at each school, as well as conducted a meeting with the staffs of the individual schools with next steps. Both schools situations resulted in the climate and culture improving with the principals and the staffs at these two schools. This is just two examples of effectively resolving complaints and communicating with staff.

In the PIP you also mentioned frequent use of electronic devices during Leadership meetings and the discussion in June. I have also observed several leadership staff using electronic devices during meetings as well. I would just hope that all Leadership Council members are being held to the same standard and in addition received the same form of written communication as I have received in a formal PIP. You also mentioned inappropriate comments, I have sat in and observed several staff members in Leadership Council giggle and laugh and make inappropriate comments such as, a "Moody's call being called a bootie call." I wonder how many staff members have received a formal PIP on their comments as well as a meeting regarding their inappropriate comments.

As I stated on May 1, 2015 and will reiterate in my rebuttal document, currently I am working in a hostile work environment, where I am being retaliated against, bullied, harassed, and intimidated, as well as discriminated against. Furthermore, I am dealing with a culture of distrust. You made that clear with me in February, when you told me, "You couldn't trust me" and now on April 16, when my secretary provided you with my documents without me knowing it. In addition, I have additional documentation that can be provided to proof my claims of a hostile work environment, where I am being retaliated against, bullied, harassed, intimidated, as well as discriminated against.

For the aforementioned reasons, I again repeat that this PIP is unjust and is without merit. I would hope that during the 2015-2016 school year that the hostile environment that I mentioned on May 1, 2015 and again in this document will cease and desist. I am more than willing [REDACTED] to work in a capacity of transparency as well as a collegial environment, where I feel valued as well as appreciated for the work that I have done for KUSD and the students of Kenosha.

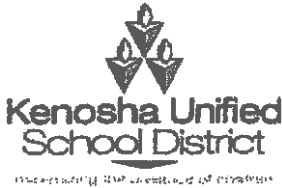
Sincerely,

A handwritten signature in black ink, appearing to read "Floyd E. Williams, Jr.", with a stylized flourish at the end.

Dr. Floyd E. Williams, Jr.

Assistant Superintendent of Elementary School Leadership

JUL 20 '15 AM 11:24



3600 52nd Street, Kenosha, WI 53144
P 262.359.6300 / F 262.359.7672

To: Dr. Floyd Williams
From: Dr. Sue Savaglio-Jarvis
Date: July 15, 2015
RE: Quotes and Employee Harassment contained in your "Response to Professional Improvement Plan"
Plan Submitted and dated July, 14, 2015

Dr. Williams:

I had a chance to read over your rebuttal on July 14, 2015. As we discussed when you provided it to me, by law, you are entitled to submit this written statement responding to the Professional Improvement Plan. Therefore, I am not trying to interfere with that right. However, as a result of your written statement, there are two issues I need to address, which is the purpose of this memo.

First, I read and noted several "quotes" within your document. Please share with me the following:

1. Did you audio/video record our conversations from which you have quoted me?
And/or
2. Do you have notes that demonstrate my exact quotes?

If your response to either of these questions is a yes, I am directing you to provide me copies of the audio/video recordings and notes. As your supervisor, I am directing you to provide me a copy of all recordings and/or notes no later than the end of the day on Friday, July 17, 2015. If you fail to do so, your actions will be considered insubordination, which will result in disciplinary action, up to and including termination. If it is easier, you may provide original recordings and notes, and my office will make the copies.

If your response to both of these questions is no, I am concerned about your decision to use quotes throughout your written statement without the evidence to support the allegation that the content of the quotes are transcripts of the words used by me and others. Such behavior is irresponsible and reckless. If this is what occurred, I am asking you to reconsider the content of your written statement.

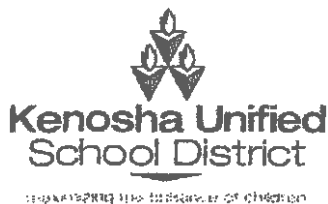
Second, within your written statement you allege that you have been the victim of retaliation, bullying, harassment, intimidation, discrimination and a hostile work environment. You further shared that you want these activities to cease and desist. As you know, as an employee of the District, you have the right to file an Employee Harassment Complaint pursuant to Board Policies 4110 and 4111. If you believe that you have experienced retaliation, bullying, harassment, intimidation, discrimination and a hostile work environment in the context of your employment, it is your right to file a Complaint. The District cannot address your concerns or take steps to prevent it from occurring if you do not file a Complaint. Once the District receives your Complaint, it will be investigated and you will be expected to submit whatever additional documentation you have to support your allegations.

Please let me know if you have further questions.

Sincerely,


Dr. Sue Savaglio-Jarvis
Superintendent

JUL 20 '15 AM 11:24



3600 52nd Street Kenosha, WI 53144
P 262.359.6320 / F 262.359.7672

To: Dr. Floyd Williams

From: Dr. Sue Savaglio-Jarvis

Date: July 16, 2015

RE: Meeting regarding memo sent on July 15, 2015 regarding Dr. William's Rebuttal concerning: Audio/video recording, quoted statements, and hostile work environment

Dr. Williams:

During our meeting today, July 16, 2015, you advised me that you had not audio or video taped any of our meetings. You shared several times that you would not do this and you continued that you would not do this, as this is not your style. You also shared that you did not have any written notes with actual direct quotes from me from any of our meetings together. You confirmed with me that the quotes listed in your original rebuttal version dated July 14, 2015 were all from your "mental" notes; meaning recall only. And, as noted today, you did not take notes from this meeting. As such, the directive to provide me with copies of the audio-video recordings and notes used to prepare your July 14, 2015, written statement is withdrawn based on the understanding that no such recordings or notes exist.

Furthermore, as a result of our discussion today, you have modified your July 14, 2015 written statement by removing the alleged quotes based on your mental notes. The new version is dated July 16, 2015. You have asked me to discard the original version (dated July 14, 2015) of the written statement in favor of the new version of the written statement (dated July 16, 2015) such that pursuant to Wis. Stat. §103.13, I will attach the new version and not the original version to your 2015-2016 PIP.

During the meeting, I advised that, if you ever felt it necessary to audio or video record a meeting with me or with any of the others on the Leadership Team, you are not permitted to do so without my written consent. In fact, I intend to follow up with the other members of the Leadership Team to make sure they are aware of my feelings on this subject. Certainly, audio and video recordings can be useful in certain situations, but surreptitious recordings have no place in the District. Again, I know you shared this is not your style; however, I just wanted to include this vital piece of information in this summary memo.

I am pleased to see that you have reduced the severity of the statements about the hostile work environment in the new version of your written statement. As I mentioned, I was confused about these statements during our prior conversation and in the written statement, as I am unaware of any discrimination, intimidation, retaliation, harassment, or bullying that would contribute to a hostile work environment. I am also glad to hear that you believe the working environment has improved over the course of our meetings together. With that said, I want to confirm in writing that I encouraged you several times throughout our discussion and I do so again with this memo to file a complaint under Board Policies 4110 and/or 4111 if you believe you have been the victim of discrimination, intimidation, retaliation, harassment, or bullying that would contribute to a hostile work environment. However, you stated, during our meeting today, that you would not be pursuing a complaint Board Policies 4110 and/or 4111.

Finally, you advised me that you are more than willing to work in a capacity of transparency and trust, as well as a collegial environment where you feel valued as well as appreciated for the work that you have done for KUSD and the students of Kenosha. I appreciate your comments and have every intention of moving forward in a productive manner.

Please let me know if you have further questions.

Sincerely,

Dr. Sue Savaglio-Jarvis

INFORMAL PERFORMANCE EVALUATION MEMORANDUM

To: Floyd Williams, Assistant Superintendent of Elementary School Leadership

From: Dr. Sue Savaglio-Jarvis, Superintendent

Date: August 31, 2015

On August 20, 2015, [REDACTED], an Elementary Principal and longstanding leader in the District, sent an email to you and [REDACTED], presenting his concerns regarding Affidavits. Within the correspondence, [REDACTED] requested that the small affidavit committee reconvene to revisit the issue of the affidavits in part due to an upset parent and continued concerns from colleagues.

[REDACTED] email suggests that perhaps you spoke with him during the previous week regarding this issue without resolution. Moreover, as you are aware, he copied me on his most recent correspondence to you. It is clear that [REDACTED] did not believe that you would address this matter in a timely manner without his actions of following up with you in the email and without him getting me involved as he copied me on the email now as well.

After receiving the copy of [REDACTED] email on August 20, 2015, I contacted you and [REDACTED] by email about his concerns. Specifically, I advised you that I thought there was some group work around this issue last year and asked you to bring this matter to the Leadership Council to review any formal plans for these continued issues utilizing committee as a group to address the issues. Furthermore, I encouraged you to let me know how you want to tackle this issue and whether you planned to split up or work as one collective group. You will note in the email I had starred (*) two areas to draw attention, areas that I needed to be addressed by you.

[REDACTED] responded to my email and copied you on her response. She advised that you and she had brought together a small group last year to review these issues. [REDACTED] explained that "there are really no recommendations as we need to meet more...a lot more" regarding Homeless students, DPI regulations, Infinite Campus, and Affidavit manager; all issues that have been a problem in the District for quite some time. Finally, [REDACTED] opined, "I respectfully offer bringing the group together this month will do nothing towards creating recommendations."

I responded to [REDACTED] explaining that I expected that something needed to be done. In order to point you both in the right direction, I attempted to clarify several of [REDACTED] concerns and the impediments she observed. In subsequent communications that day (all of which you were copied), [REDACTED] offered to "run point" on this issue and requested time to complete this task. She wrote, "If you see this as a school leadership issue and if you want me to run point, I certainly will...I simply ask for as much time as you can give me."

As of today's date (August 31, 2015), I have not received a response from you regarding this issue. As a result, I am unable to consider and/or rely upon your opinion, leadership, expectations or critical thinking. Moreover, you have not offered, nor commented, on [REDACTED] volunteering to lead this project. It is not clear if you are unable or simply unwilling to share a response with me. Regardless, your silence on the subject is concerning.

During the past week or more now, I decided to take this in another direction/lead on this project. I began my own inquiry of the noted concerns. I reached out to several staff members at the district office and I reached out to several school sites to collect data. I then reviewed all of the communications materials, documents, and other records relevant to the issue of Affidavits.

During this phase of my own research, I discovered a communication from ██████████ to you dated July 3, 2014, wherein she asked you if your office would be requiring families to complete the forms related to Affidavits. In her correspondence to you, ██████████ explained the past practice in the District and inquired about how to proceed at registration. It is my understanding that you have never responded to ██████████ inquiry, dated July 3, 2014 regarding Affidavits. I am concerned that this matter was not addressed for more than a year. ██████████ responded that the topic went by the wayside and wasn't addressed back then. She continued, "My hope was that the principals would bring it up and there would be much needed resolution to this topic to assist both school and secretaries and families."

In July, 2015, we met to discuss my concerns about your performance. Shortly thereafter, I placed you on a Professional Improvement Plan. Within the Plan, I identified the following specific concerns about your performance, which arise from your job description and evaluation:

- Failure to assume the shared leadership role for School Leadership; to anticipate problems and to be creative and resourceful in creating solutions to those problems; to implement and adhere to District policies and procedures, rules and regulations and directives; to provide clear and consistent direction to staff on a continuing basis; to demonstrate sound judgment; and to demonstrate courage and conviction.
- Failure to assist and support administrators with school management issues.

As per the terms of your Professional Improvement Plan, we will be evaluating your progress in January 2016. It is important for you to address the issues described within this Memorandum as part of your performance improvement efforts. To that end, it is important that you respond to correspondence from me in a timely fashion. It is also important that you make every reasonable effort to resolve issues presented to you by the Elementary Principals in a timely fashion. Issues such as the Affidavits should be addressed and a plan should be established and/or implemented without delay.

Your subordinates should not be required to remind you (and, then notify me) that you have not followed through.

- ██████████ inquired back in 2014
- It was discussed in LC briefly as shared in LC notes
- ██████████ inquired week before he reached out again, now including me on an email dated August 20, 2015
- And, most recently you did not meet the timeline for reviewing the paper screening tool for the coordinator open position such that ██████████ subordinate sent you reminders, then ██████████ finally sent to me a note such that I had to review the screening tool for accuracy for her at 8:14pm. I am just trying to demonstrate another very recent example.

Learning Leadership:

Appears last year a committee was started and then it did not formalize or finalize...for whatever reasons; but this shows a pattern of letting major school management initiatives fall by the wayside, not completing these major management issues or reaching out to others for advice on how to move the group

forward, such that I had to take this initiative and drive this initiative to help and support our building leaders. Regardless of what other leaders do, it is imperative and an expectation that you follow through on all initiatives for the good of the district and as clearly noted the expected behaviors for improvement in your PIP.

In closing, I am sharing this memo and the information contained in this document with you so you can guide yourself moving forward knowing the expectations that have been shared with you previously; and once again in this memo and verbally today, August 31, 2015.

I am sharing this with you to help you realize you are an integral member of our LC team and I have articulated the needed expectation for you to share your thinking, not the thinking of others, or let others do the thinking for you. It is the expectation for you to address issues before they open to further issues or become my issue...In the end, it would have been most appreciated if you had written to me your thoughts and opinions regarding the affidavits and responded to the very first email and follow up with emails, or other correspondences such as reaching out to talk with me in a timely manner. This is the essence of leadership, recognizing your staff, those you supervise needed help, not only this year but appears back in 2014 your team requested guidance as well.

Finally, I would encourage you to review and revisit the Professional Improvement Plan, especially the suggestion that you seek out resources designed to assist you in improvement, such as: attending a seminar, webinar or a workshop; working with a mentor; reading relevant materials; and seeking verbal and written feedback from stakeholders (your supervisor, colleagues, and subordinates).

To: Dr. Sue Savaglio-Jarvis, Superintendent

From: Dr. Floyd Williams, Assistant Superintendent of Elementary School Leadership *FW*

RE: Rebuttal to INFORMAL PERFORMANCE EVALUATION MEMORANDUM dated,
August 31, 2015

Date: September 9, 2015

I am responding to a meeting that was held on August 31, 2015, titled; INFORMAL PERFORMANCE EVALUATION MEMORANDUM. On August 20, 2015, [REDACTED] an Elementary Principal, sent an email to me and [REDACTED] presenting his concerns regarding Affidavits. Within the email, [REDACTED] did request that the small affidavit committee reconvene to revisit the issue of affidavits in part due to an upset parent and not from continued concerns from his colleagues.

I did speak to [REDACTED] regarding this issue and informed him of the affidavit process and agreed upon his request that we need to reconvene the affidavit committee. I would disagree with your comment stating; [REDACTED] did not believe that you would address this matter in a timely manner without his actions of following up with you in the email and without him getting me involved as he copied me on the email now as well." This comment is bias in nature and indicates an unfair characterization about my abilities to handle the situation.

After receiving the email from [REDACTED] on August 20, 2015, you did contact me and [REDACTED] by email regarding his concerns. Specifically, you did advise me that you thought it was some group work around this issue last year and asked to bring this issue up to Leadership Council and for [REDACTED] and I to review any formal plans for these continued issues utilizing a committee as a group to address the concerns.

In your written; INFORMAL PERFORMANCE EVALUATION MEMORANDUM, date August 31, 2015, [REDACTED] responded to the email, but the response was done in collaboration with myself. I informed you of this during our meeting on August 31, 2015. I would request if you would ask [REDACTED] if she spoke with me and agreed on a response to your email on both of our behalf. I did not respond to you because [REDACTED] indicated she would respond for the both of us regarding affidavits. I informed you on August 31, 2015 of the email communication [REDACTED] and I had regarding your email. I would ask for you to change the content of this document due to the fact that [REDACTED] and I agreed on the response and content of the email regarding affidavits.

Furthermore, I am very willing to share a response, my response was included in [REDACTED] [REDACTED] email communication and I did not maintain silent regarding this matter.

During, the email correspondence and our meeting, [REDACTED] you decided to take the lead on this matter, not because I didn't know how to handle the situation but because you took it upon yourself to takeover this situation.

Moreover, in regards to the terms of my Professional Improvement Plan, I make every reasonable effort to resolving issues in a timely fashion and handling my job responsibilities with integrity, high expectations, and professionalism. My leadership abilities should not be in question; everyone handles situations differently and has a different leadership still that should not be in question as the concerns are being addressed and resolved. It is unfortunate that you feel that you have to second guess my work abilities.

Finally, I have reviewed my Professional Improvement Plan, especially the suggestions that seek out resources which I have done so throughout my career. However, I will continue to work with my mentor and attend workshops or conferences that will strengthen my job ability and elevate my leadership skills.

MEMORANDUM

To: Dr. Floyd Williams, Assistant Superintendent, School Leadership-Elementary

From: Dr. Sue Savaglio-Jarvis, Superintendent of KUSD

Date: September 8, 2015

RE: Follow up memo from a meeting on August 31, 2015

This memo is a follow up to our meeting on Monday, August 31, 2015, at 9:30 a.m., which took place in my office. During our meeting, I verbally read through the memo dated August 31, 2015, regarding affidavits, which clearly articulates my expectations. I also outlined opportunities for you to consider for purposes of learning and professional growth.

During our meeting, you requested that we (you and me) meet twice a month. In response, I said I would have to think about this request and get back to you. At that time, I shared that meeting twice per month would be challenging for me given my responsibilities and commitments as the Superintendent. Like you, my supervisor (the Board and the Community) have significant expectations of me and I need to be conscious of any additional time away from the office. As such, I am able to meet with you on a monthly basis.

However, it is important for you to understand the purpose of our meetings, which is to provide feedback, criticism and assessment as opposed to serving as a mentor. As your supervisor, it would be improper for me to take on the role of your mentor. A mentor should be a peer who can be a trusted advisor and who is not responsible for supervising and evaluating your performance.

As you will recall, during our meeting, I offered you a mentor. I did so based, in part, on this paragraph from the July 2015 PIP:

You are hereby encouraged to seek out resources designed to assist you in improvement. Such resources may include (but is not limited to): attending a seminar, webinar or a workshop; working with a mentor; reading relevant materials; and seeking verbal and written feedback from stakeholders (your Supervisor, colleagues, and subordinates).

You shared that you did not want a mentor. You did not explain this decision in any detail. I am hereby asking that you reconsider this position and take steps in order to work with a mentor. It is my belief that a mentor would provide you with the learning and professional growth necessary for you to address the concerns and deficiencies set forth in the July 2015 PIP.

It is also important for you to know that our monthly meetings will not be used by you to have me perform your work related responsibilities. As indicated above, I am happy to offer you feedback, criticism and assessment because, as I shared, I have a stake in your professional growth and learning. However, as I have also shared, I do not have the desire to do your work.

Thank you for your continued attention to this matter, including the PIP and related conversations and communications. As a reminder, barring a decision/action (by you or the Board) that terminates the relationship earlier, I will plan to meet with you in January 2016, to discuss your progress under the PIP and any necessary changes moving forward. In the interim, please contact me with any questions or concerns.

cc: Personnel File

MEMO

To: Dr. Floyd Williams, Assistant Superintendent, School Leadership-Elementary

From: Dr. Sue Savaglio-Jarvis, Superintendent of KUSD

Date: September 8, 2015

RE: Feedback and Assessment of EBSOLA-CA Success Article/Subordinate's need

As shared in my recent memo, dated September 8, 2015, and as I have been sharing, as your supervisor, it is my job to provide feedback, criticism and assess situations. As you now know from our September 2nd Leadership Council meeting, where you shared the Success Article for EBSOLA-CA written by Compass Learning during our good news agenda item, you further learned that I had approved [REDACTED] request. In order to not embarrass you or draw any attention, I had shared it was a great article and I did approve it. As you are aware by the emails between you and [REDACTED] [REDACTED] asked you for assistance in an email dated August 26, 2015.

[REDACTED] for whom you supervise, emailed not only once, but several times regarding needing her assistance, another time she checked in as she needed a response from you regarding the article to be approved, or not, so that she could respond positively or negatively to [REDACTED] from Compass Learning. Finally, [REDACTED] reached out again, on September 1, 2015 still asking if you had a chance to review the article.

I would just like to remind you, in your PIP, under Plan, please review #5. This is clearly a case where one of your subordinates had requested assistance from you. As I have shared over the course of time, when I am out in the community or when I visit schools, I am bound to hear from building leaders their concerns, needs or issues. And, in this particular case (similar to the McKinley case), [REDACTED] had asked me if I saw the "Success Article" and if I had a chance to approve it.

To be honest Floyd, this took me back because I was embarrassed to share "no" to something [REDACTED] was very proud of her school, staff and students. She paused, and shared, oh. I shared I was very interested in this article and her success. I asked her to explain and provide me more details about this story. As we continued to walk and talk throughout EBSOLA-CA she shared more details. [REDACTED] then shared she provided you a copy about a week ago (my school visit was on September 1).

She continued to share that she was seeking approval for the company to push this article out in some publication; and was very passionate about the success the students were having with Compass Learning. I did ask her while we were talking and walking through her building to send me the article immediately and I will see what I can do for her, the school, staff, students and community. And, I did ask her a second time, before I actually left the building, to send me the article ASAP. [REDACTED] acknowledged she would. And, she did that same day.

The chain of events demonstrates that you did not follow up in a timely manner with a specific request by [REDACTED]. And, had you followed up in a timely manner by a subordinate requesting assistance, this matter would have been resolved within a day of [REDACTED] initial request to you. Now approximately

6 days later, several email reminders from your subordinate when as shared and discussed, this is an expectation of the job and responsibilities of the job. Due to the untimeliness of your actions, this was switch to my plate of responsibilities to resolve for [REDACTED].

By the chain of events, this clearly demonstrates your subordinate, in this case [REDACTED] reminding you for assistance, checking in several times, if you will such that as of Friday, September 4 an email response has yet to be provided [REDACTED] from you.

Email Chain of events: Summarized

On August 24 [REDACTED] emailed [REDACTED] and [REDACTED]
Sending the success article to both [REDACTED] and [REDACTED] for a review

On August 25 [REDACTED] emailed [REDACTED]
[REDACTED] asking [REDACTED] if okay for the district to publish the success story

On August 25 [REDACTED] emailed [REDACTED]
[REDACTED] asking if this was "ok" to approve for publications. And concluded with what a great honor for CA and KUSD
[REDACTED] needing assistance from her supervisor

On August 25 [REDACTED] emailed [REDACTED] back
Shared he was having trouble opening it. And asked, what is it?

On August 26 [REDACTED] emailed [REDACTED] with possible another attachment that could be opened

On August 26 [REDACTED] emailed [REDACTED] sharing, here it is
Meaning she had another version for him to open

No response within the 24/7 time line as expected

On September 1 once again, [REDACTED] sent an email to Dr. Williams
To provide Dr. Williams with an FYI informing him that she spoke with me, but interesting to note, [REDACTED]
[REDACTED] had asked again if Dr. Williams had a chance to review the article. This indicates a need. [REDACTED]
[REDACTED] was reaching out to Dr. Williams for feedback. [REDACTED] is a principal on an improvement plan (PIP). And, quite possibly she was seeking feedback from her supervisor, Dr. Williams.

Approximately 6 days had passed since I walked in EBSOLA-CA on September 1 for my school visit:
and to the best of my knowledge as of today, Sunday September 6, 2015, no email response to [REDACTED]
(after checking in with [REDACTED] on Friday, September 4, 2015), there still has been no response via email
back to [REDACTED] regarding the article. And, again [REDACTED] reaching out even on September
1 to Dr. Williams for a response about viewing the article, no written feedback has been provided for [REDACTED]

*The only updated report that was given to me (sometime after September 3) was that [REDACTED] called Dr. Williams on another matter and during the verbal call, Dr. Williams shared, nice article.

Re-Cap: Summary of my interactions with this case on September 1

September 1 I had visited EBSOLA-CA, school opening day and while walking the campus with [REDACTED]
she asked me if I had a chance to approve an article about EBSOLA-CA; namely a great success story as
it related to their use with Compass Learning and achievement levels increasing. I looked confused at

[redacted] and said, no, I have not seen such an article, but I would love to see the article and I will see what I can do to get this approved for them to publish, please send ASAP. We continued the tour and at the end, I reminded [redacted] to send ASAP. Upon returning to my office [redacted] had sent me the article. From there I read the article and was amazed at the success and I asked [redacted] to check to make sure we can push this out... [redacted] immediately shared yes. So, I followed up with an email to [redacted] congratulating her and the article was approved to be pushed out.

On September 1 after my visit with [redacted] [redacted] sent Dr. Williams an FYI email. In this email, [redacted] was asking if he had a chance to review it yet. And, asked about any word on publishing? She then shared I came by to visit and we discussed the success story [redacted] wanted to give him an FYI.

Today, September 2 during LC, during our good news section, Dr. Williams started to share about this Success article. I did jump in and shared yes [redacted] shared it with me on September 1, and I approved it for publishing immediately. And, I personally sent emails to [redacted] sharing the good news about moving forward.

I did ask [redacted] for the email chain as I was concerned with why I was being asked if I had approved something, making me feel like I dropped the ball and embarrassed that the article never came my way. It was an uncomfortable position to be put in by a building leader.

It is the expectation of your job to provide timely feedback and address your subordinate's needs in a timely manner. This will help develop those deeper relationships such that those you supervise can count on you and trust you to move items forward in a timely manner. Remember, each individual has specific school needs which matter most to them; and it is the expectations of your job responsibilities to meet all of their needs in a timely manner; such that it doesn't turn the corner and come my way for resolution.

Sincerely,
Dr. Sue Savaglio-Jarvis

xc: Personnel File

To: Dr. Sue Savaglio-Jarvis, Superintendent of KUSD

From: Dr. Floyd E. Williams, Assistant Superintendent of Elementary School Leadership
Elementary

Date: September 11, 2015

RE: Response letter from a memo that was sent on September 8, 2015

This letter is a response to your memo that was brought to my office by your executive assistant, [REDACTED] on Tuesday, September 8, 2015 at 4:05 pm. I read your memo and I have been taking opportunities that you suggested for my learning and professional growth.

Yes, during that meeting, I did request if we could do regular check-in meetings since you were concerned about my work ability and not trusting me to handle a situation. At that time, you gave me the impression that, that seemed like a good idea to have these meetings, but you did state it could be a challenge. I understand that you have responsibilities as a Superintendent, as do I as an Assistant Superintendent. I only suggested regular check-in meetings to share important information with you since I know you like to have your pulse on everything. I understand that you cannot meet bi-weekly, but can meet on a monthly basis and that's fine with me. I think by us having this open line of communication will allow me to build your trust and vice-versa as I strive daily for you to implicitly get the job done and hope's that you empower me to do it.

You wrote in your memo that during this monthly meeting time, that it's important that I understand the purpose of our meetings. Based on what was written, you stated that the purpose will be "to provide feedback, criticism and assessment as oppose to being a mentor". I do welcome your feedback, and assessment, but as my supervisor and not "my mentor" as those are your words, not mine, I have never asked you to be "my mentor", nor do I deem that to be appropriate to even ask you to be.

Moreover, I do have a trusted mentor which I have had for over two years that I work with on a regular basis and other leaders that continues to give me feedback, evaluation, constructive criticism and knowledge on how to improve in my area through verbal and written communication, amongst other leadership questions. Nonetheless, I would like if you could offer constructive criticism to improve my learning under your tenure, and not just "criticism", which you stated very clearly in two paragraphs from your memo. I have also been reading materials as well. I am currently reading a book called, "The Leadership Challenge... How to Make Extraordinary Things Happen in Organizations", By: James

Kouzes and Barry Posner. Although, I am busy with enough of my regular work, I still find the time to improve for the sake of being a life-long learner.

However, I am requesting during our monthly check meetings; you can share with me your Leadership Expectations, Protocols, Procedures and Systems, so that I have a clearer understanding. I say this because you have not communicated that with the Learning Council (LC) or myself. I think if everyone has the same level of communication from you and with you when it comes to our jobs it will help to foster a better working relationship and not isolation. To help move our meeting along, I will create a one-on-one template which can include, but not limited to the following: Good News, Current Project/Task, Upcoming Project/Task, Policy/Board Items, Budget/Funding, Presentation Review, Community/Partnerships, Personnel, Immediate Concerns, Other.

I truly enjoy working for KUSD; I am very capable of completing my tasks and obligations as Assistant Superintendent of Elementary School Leadership. I have been successful under past Superintendent's at KUSD as well MPS and I know that I will continue to be successful in completing my tasks with professionalism and integrity under your leadership.

Thank you for your continued attention to this matter, including the PIP and related conversations, and written communications, such as emails, memos, and letters. I look forward to us have more open lines of communication, not just through emails, letters or memos, but verbally as well which will help to foster a better working relationship. Lastly, I welcome our meeting in January 2016 to discuss my progress under the PIP and any necessary changes moving forward and I will continue to reach out to you as my supervisor with any questions or concerns and I am requesting this letter to be put in my personnel file as well.

Cc: Personnel File



[REDACTED]

From: Sue Savaglio-Jarvis
Sent: Friday, September 11, 2015 1:39 PM
To: Floyd Williams
Cc: [REDACTED]
Subject: RE: EBSOLA-CA/Success Story Feedback for Leadership Learning
Attachments: 9-11-15 Memo to Williams.docx

Hi Floyd,

As shared, I continually want to provide feedback. I would like for you to know in the attached document it contains the situation with [REDACTED] and her Success Article.

However, this is Re-Cap/Summary of My Interactions With this Matter:

On the first day of school, September 1, I had visited EBSOLA-CA and while walking the campus with [REDACTED] she asked me if I had a chance to approve an article about EBSOLA-CA; namely a great success story as it related to their use with Compass Learning and achievement levels increasing. I looked confused at [REDACTED] and said, no, I have not seen such an article, but I would love to see the article and I will see what I can do to get this approved for them to publish, please send ASAP. We continued the tour and at the end, I reminded [REDACTED] to send ASAP. Upon returning to my office [REDACTED] had sent me the article. From there I read the article and was amazed at the success and I asked [REDACTED] to check to make sure we can push this out.. [REDACTED] immediately shared yes. So, I followed up with an email to [REDACTED] congratulating her and the article was approved to be pushed out.

In the attached document more information is contained to help you process the chain of events. As the Superintendent, I found this situation to be embarrassing and taken aback because I had no clue she was seeking approval. It was rather embarrassing to say the least that after her initial request to you on August 26 she still had no response from you as of September 1 when I had toured her building and then followed up with support thereafter and had the article approved for her immediately.

It is my hope that by outlining situations these will provide you time to reflect and process what we talked about in our previous meetings as well as in the parking lot on September 10, 2015 from 9:30-9:53am. Briefly while in the parking lot, I shared about making those connections with individuals and taking cases from point A-Z. You shared that you understood.

As I shared with you in the parking lot on September 10, 2015 I will next provide you with feedback regarding the Bose/Somers case that came before me. I am still working on the timeline and document. But, I promise to get that out to you in the next week or so.

I am looking forward to our monthly gathering on September 21 at 5:30pm. I am asking for you to bring any topics you need to discuss. These meetings are for you so anything you would like to share or learn or process with me please bring along for our check in time.

Have a nice weekend.

Sue

*Sincerely,
Dr. Sue*

Dr. Sue Savaglio-Jarvis

Superintendent of Kenosha Unified School District
ssavagli@kUSD.edu | P: 262.359.6320 | Fax: 262.359.7381

Maximizing the Brilliance of Children

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To: Dr. Floyd Williams, Assistant Superintendent, School Leadership-Elementary

From: Dr. Sue Savaglio-Jarvis, Superintendent of KUSD

Date: September 11, 2015

RE: Feedback and Assessment of EBSOLA-CA Success Article/Subordinate's Need

As shared in my recent memo dated September 8, 2015, and as I have been sharing, as your supervisor, it is my job to provide feedback, criticism and assess situations. As you now know from our September 2nd Leadership Council meeting, where you shared the Success Article for EBSOLA-CA written by Compass Learning during our good news agenda item, I had approved [REDACTED] request. In order to not embarrass you or draw any attention, I had shared it was a great article and I did approve it. As you are aware by the emails between you and [REDACTED] [REDACTED] asked you for assistance in an email dated August 26, 2015.

[REDACTED] whom you supervise, emailed not only once, but several times regarding needing your assistance, another time she checked in as she needed a response from you regarding the article to be approved, or not, so that she could respond positively or negatively to [REDACTED] from Compass Learning. Finally [REDACTED] reached out again, on September 1, 2015, still asking if you had a chance to review the article.

I would just like to remind you, in your PIP, under Plan, please review #5. This is clearly a case where one of your subordinates had requested assistance from you. As I have shared over the course of time, when I am out in the community or when I visit schools, I am bound to hear from building leaders their concerns, needs or issues. And, in this particular case (similar to the McKinley case) [REDACTED] had asked me if I saw the "Success Article" and if I had a chance to approve it.

To be honest Floyd, this took me aback because I was embarrassed to share "no" to something [REDACTED] was very proud of on behalf of her school, staff and students. She paused, and shared, "oh". I shared I was very interested in this article and her success. I asked her to explain and provide me more details about this story. As we continued to walk and talk throughout EBSOLA-CA she shared more details. [REDACTED] then shared she provided you a copy about a week prior (my school visit was on September 1).

She continued to share that she was seeking approval for the company to push this article out in some publication, and was very passionate about the success the students were having with Compass Learning. I did ask her while we were talking and walking through her building to send me the article immediately and I would see what I could do for her, the school, staff, students and community. And, I did ask her a second time, before I actually left the building, to send me the article ASAP. [REDACTED] acknowledged she would. And, she did that same day.

The chain of events demonstrates that you did not follow up in a timely manner with a specific request by [REDACTED] And, had you followed up in a timely manner, this matter would have been resolved within a day of [REDACTED] initial request to you.

By the chain of events, this clearly demonstrates your subordinate, in this case [REDACTED], asking you for assistance, then checking in several times, and as of Friday, September 4, an email response had yet to be provided to [REDACTED] from you.

Summary of Email Chain of Events:

On August 24 [redacted] emailed [redacted] and [redacted]
Sent the Success Article to both [redacted] and [redacted] for a review

On August 25 [redacted] emailed [redacted]
[redacted] asked [redacted] okay with the district for Compass Learning to publish the Success Article.

On August 25 [redacted] emailed Dr. Williams.
[redacted] asked if this was "ok" to approve for publications and concluded with what a great honor for EBSOLA-CA and KUSD.
[redacted] requested/needed assistance from her supervisor

On August 25 Dr. Williams emailed [redacted] back.
He shared he was having trouble opening it and asked, what is it?

On August 26 [redacted] emailed [redacted] with another attachment that could be opened.

On August 26 [redacted] emailed Dr. Williams sharing, here it is.
[redacted] forwarded another version for him to open

No response within the 24/7 time line as expected

On September 1 once again, [redacted] sent an email to Dr. Williams
To provide Dr. Williams with an FYI informing him that she spoke with me, but interesting to note, [redacted] had asked again if Dr. Williams had a chance to review the article. This indicates a need. [redacted] was reaching out to Dr. Williams for feedback. [redacted] is a principal on an improvement plan (PIP). And, quite possibly she was seeking feedback from her supervisor, Dr. Williams.

Approximately 6 days had passed since I walked into EBSOLA-CA on September 1 for my school visit; and to the best of my knowledge (after checking in with [redacted] on Friday, September 4, 2015), there still has been no response via email back to [redacted] regarding the article. And, again, [redacted] reached out even on September 1 to Dr. Williams for a response about viewing the article, and no written feedback has been provided for [redacted].

The only updated report that was given to me (sometime after September 3) was that [redacted] called Dr. Williams on another matter and during the verbal call, Dr. Williams shared, "nice article".

Re-Cap/Summary of My Interactions With this Matter:

On the first day of school, September 1, I had visited EBSOLA-CA and while walking the campus with [redacted] she asked me if I had a chance to approve an article about EBSOLA-CA; namely a great success story as it related to their use with Compass Learning and achievement levels increasing. I looked confused at [redacted] and said, no, I have not seen such an article, but I would love to see the article and I will see what I can do to get this approved for them to publish, please send ASAP. We continued the tour and at the end, I reminded [redacted] to send ASAP. Upon returning to my office [redacted] had sent me the article. From there I read the article and was amazed at the success and I asked [redacted] to check to make sure we can push this out [redacted] immediately shared yes. So, I followed up with an email to [redacted] congratulating her and the article was approved to be pushed out.

On September 1 after my visit with [REDACTED] sent Dr. Williams an FYI email. In this email [REDACTED] was asking if he had a chance to review it yet, and asked about any word on publishing. She then shared with him that I came by to visit and we discussed the success story [REDACTED] wanted to give him an FYI.

On September 2 at the Leadership Council meeting during our good news section, Dr. Williams started to share about this Success article. I did jump in and shared yes, [REDACTED] shared it with me on September 1, and I approved it for publishing immediately. I also personally sent emails to [REDACTED] e sharing the good news about moving forward.

I did ask [REDACTED] for the email chain as I was concerned with why I was being asked if I had approved something, making me feel like I dropped the ball and embarrassed that the article never came my way. It was an uncomfortable position to be put in by a building leader.

It is the expectation of your job to provide timely feedback and address your subordinates' needs in a timely manner. This will help develop those deeper relationships such that those you supervise can count on you and trust you to move items forward in a timely manner. Remember, each individual has specific school needs which matter most to them; and it is the expectations as part of your job responsibilities to meet their needs in a timely manner; such that it doesn't turn the corner and come my way for resolution.

cc: Personnel File

To: Dr. Sue Savaglio-Jarvis, Superintendent

From: Dr. Floyd Williams, Assistant Superintendent of Elementary School Leadership

Date: September 14, 2015

RE: Rebuttal of EBSOLA-CA Success Article/Subordinate's Need

Thank you for sharing your feedback, criticism and assessment in the memo dated September 8, 2015. [REDACTED], whom I supervise did send me an email requesting to get approved for the Compass Learning Success Article on August 25, 2015. I responded and indicated that I was having trouble opening up the email. [REDACTED] did send me another copy to open. I will admit that I had to address this much later, due to the demands of the opening of schools and the first week of school issues. I did have it on my radar to be taking care of on September 3, 2015.

On September 2, 2015, I did share it with the Leadership Council because I was looking to get it approved that day. Being excited that this was going to take place, however, to my disbelief, you eagerly stated at the meeting that you took care of it and got it approved. I had no idea that you knew about it and/or you took it upon yourself to complete my task and we did not have any communication about this matter. I first heard of you taken care of this was at the Leadership Council meeting. As, my supervisor, I would have appreciated knowing you took care of this matter for me, but as I stated you and I did not communicate about this situation. Also, you said you did not want to embarrass me in front of the team about this situation. Never think that, because if we are truly are T.E.A.M. (Together Everyone Achieve More), we are helping each other succeed, so there is no room for embarrassment.

Nonetheless, I usually hear about situation when you send me an email to be put in my personnel file. You hardly ever communicate with me verbally about anything. In your memo, I saw that you stated that you had [REDACTED] Scott, my secretary give you my email chain pertaining to [REDACTED] without my consent. I would have shared the email chain with you, if you would have requested it.

However, I appreciate you taking care of this matter, as I was going to as well. It should be noted that I was more than happy for [REDACTED] and EBSOLA on their accomplishments and it should be shared and acknowledged. Moreover, it's not my intention to ever overlook her emails or any of my other school leaders' emails. Lastly, I sent [REDACTED] an apology and congratulated her again on the success of her school. As a leader, I believe I made a mistake by not moving swiftly to respond to her

email as you may have liked, but I was definitely going to take care of it. Moving forward, I will learn from it and I am accountable for my actions. I will provide timely feedback and address my subordinates' need in a timely manner, and to date I feel that the leader's that I supervise know that they can trust me and count on me to get the job done based on the schools' and the leaders' need.

I would like for a copy of this response to be put in my personnel file as well.

Cc: Personnel File

To: Dr. Floyd Williams, Assistant Superintendent of Elementary School Leadership

From: Dr. Sue Savaglio-Jarvis, Superintendent

Date: September 17, 2015

RE: Response to Dr. William's Rebuttal of September 8, EBSOLA-CA Success Article

Thank you for your memo dated September 14, 2015, regarding the memo I issued to you on September 11, 2015. Please understand that I do not intend to respond to all of the inaccurate and/or imprecise comments contained within your memo. However, there were a few that demand a response.

First, you wrote that you planned to approve [REDACTED]'s Compass Learning Success Article (which she sent to you on August 25, 2015) by September 3, 2015. Unfortunately, you failed to advise anyone, including [REDACTED], of your internal deadline. As a result, when I learned about the request and your failure to respond to her request on September 1, 2015, I acted immediately in order to approve the publication of the Article. I then communicated with you about my actions the following day.

Your failure to act in a timely manner and failure to communicate effectively with your staff are inconsistent with my expectations of you as articulated in the July 2015 PIP. Your actions and inactions are important; while your intentions are, frankly, immaterial.

Second, you wrote that you shared [REDACTED]'s Compass Learning Success Article with the Leadership Council because you intended to secure approval that day. Unfortunately, this statement is simply not credible. You did not provide the article to the Leadership Council members for review before the meeting. Indeed, you did not even have a copy of the article available to distribute at the Leadership Council meeting. Moreover, you did not place the article on the Leadership Council agenda for purposes of securing approval. Furthermore, if your intent was to bring the article to me for my approval later in the day, without knowing whether I would approve the article, it would not have made sense to share information about the article during the "good news" section of the Leadership Council meeting. As such, I am not going to give your statements any credence.

Third, you wrote that you would have appreciated knowing that I took care of approving [REDACTED]'s Compass Learning Success Article before the Leadership Council meeting. You suggested that I failed to communicate with you about this matter. At the time in which I completed the task, because of your failure to act in a timely manner and

failure to communicate effectively, neither I, nor [REDACTED], had any reason to believe that this was a task you were still planning to complete. As soon as I learned that you were still planning to complete this task, when you mentioned it at the Leadership Council meeting, I responded immediately that it had already been approved. I do not have any concerns about my performance in this regard.

Fourth, you expressed concern about my decision to communicate with you in writing, as my primary method of communication with you, as opposed to using verbal communications. Because you have had difficulty comprehending and responding to my verbal requests/directions in the past, I have changed my approach in order to assist you in addressing the concerns described in the July 2015 PIP. I plan to continue with this primary method of communication while the PIP is in place.

Fifth, I appreciate that you are willing to share email correspondence and other documents with me upon my request. When I identify the need to review an email message or other documentation, I will determine the most effective and efficient manner of obtaining it. In some cases, I will request the records from you. In other cases, I will obtain them by other means. As you know, it is not necessary for me to secure your consent to obtain and/or review records maintained on the District's technology.

Finally, thank you for acknowledging your "mistake by not moving swiftly to respond to [REDACTED] email." I too hope that you "will learn from it" and become more accountable for your actions.

cc: Personnel File



To: Dr. Floyd Williams

From: Dr. Sue Savaglio-Jarvis
Superintendent of Schools

Date: October 2, 2015

RE: Clarification Regarding Your September 9, 2015, Rebuttal Memorandum,

In your September 9, 2015, rebuttal memorandum, you wrote as follows:

"I would request if you would ask [REDACTED] if she spoke with me and agreed on a response to your email on both of our behalf. I did not respond to you because [REDACTED] indicated she would respond for the both of us regarding affidavits. I informed you on August 31, 2015 of the email communication [REDACTED] and I had regarding your email. I would ask for you to change the content of this document due to the fact that [REDACTED] and I agreed on the response and content of the email regarding affidavits."

"Furthermore, I am very willing to share a response, my response was included in [REDACTED] email communication and I did not maintain silent regarding this matter."

"I would ask for you to change the content of this document due to the fact that [REDACTED] and I agreed on the response and content of the email regarding affidavits."

On September 11, 2015, I spoke with [REDACTED] with regard to your contentions. She articulated her recollections regarding the chronology of the events and corroborated those recollections with the email correspondence. [REDACTED] explained that there were numerous communications with [REDACTED] regarding the affidavits; that she was displeased with the fact that he had copied me on the email in violation of the chain of command; and that the timelines were untenable. [REDACTED] also commented that [REDACTED] needed stronger leadership skills.

I asked [REDACTED] about your collaboration on the affidavits task, especially the email correspondence, and clarified that my definition of collaboration includes spending time in a formal conversation about the topic, questioning each other, and talking about the value of reconvening as a team or dealing with it individually.

[REDACTED] reported that she prepared the emails while in her living room at home and you were not present, but you were driving in your car and not on the telephone with her during the drafting process. [REDACTED] explained that she did not write the emails with you; she wrote them on her own.

[REDACTED] admitted that she was very frustrated and angry about [REDACTED] emailing me and with regard to the timeline. She recalled speaking with you about her concerns and telling you that she had no time to meet the timeline outlined. [REDACTED] shared that she suggested to you that since it was one of your principals who stepped out of line that you should take it on. In fact, she claims she said to you: "Why don't you take it on?" [REDACTED] does not recall whether you responded to this question. However, she acknowledged that you could have considered it a rhetorical question posed while she was "venting".

In light of the above, I have not uncovered any facts that cause me to reconsider or to revise my original conclusion that a collaborative conversation regarding the affidavit process did not occur. Therefore, I do not plan to revise my August 31, 2015, memorandum.

cc: Personnel File



**Kenosha Unified
School District**

3600 52nd Street, Kenosha, WI 53144
P 262.359.6300 / F 262.359.7672

VIA HAND-DELIVERY

October 9, 2015

Dr. Floyd Williams Jr.


Re: Administrative Leave with Pay Pending Investigation

Dear Dr. Williams:

Please be advised that the Kenosha Unified School District (District) is placing you on a paid administrative leave effective immediately, pending the outcome of the District's investigation. Therefore, unless otherwise directed by me, you are not to report to work or perform any other responsibilities of your position.

Furthermore, as long as you are on this "administrative leave," you are prohibited from being on any of the property of or in any of the buildings in the District and from using the District's technology. This includes attending any of the activities sponsored by the District. You are hereby required to leave your District keys and security card as well as your iPad, laptop, cell phone and other District devices on your desk before departure.

At this point in time, the administrative leave is not disciplinary in nature; rather, the leave of absence is intended to allow the investigation into the allegations against you. As such, you are hereby directed not to engage in any conduct that may be construed as impacting the District's investigation. Doing so will result in disciplinary action.

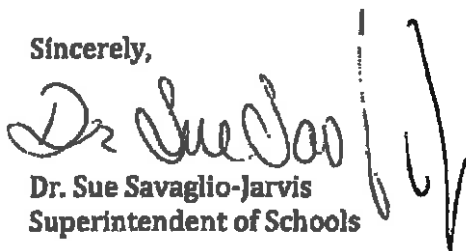
If asked, we will respond to any inquiries about your absence, by stating that you are on a leave of absence and we will not comment further. If you would prefer that we use a different explanation, please contact me to propose another statement. We will consider your proposed statement and, if mutually acceptable, use it instead of the generic "leave of absence" response.

In addition, you must make yourself available during normal working hours for consultation or meetings associated with the District's investigation and/or consultation or meetings related to the fulfillment of the duties of your position. You have a duty as an employee of the District to cooperate in all respects with regard to employment-related inquiries. Obviously, we will attempt to give you reasonable and adequate notice of any such pending contacts, consultations, or meetings. Except as may be requested of you under this paragraph, you are not to initiate contact with any District employees, students, or parents and are to avoid taking any action which disrupts District operations as a whole. Similarly, except as may be expressly authorized by me in writing, you are not authorized to represent yourself as, or to take any action as, an agent of the District.

Finally, if you have reason to secure any personal effects in your workspace, during this administrative leave, please contact me and we will make arrangements for you to do so at a mutually agreeable time. Additionally, if you have reason to be on school property, in school buildings or at school events, you must contact me to make advanced arrangements for your presence. Please note that the District may not be able to grant your request to be present on school property, in a school building, or at a school event depending upon the circumstances.

If you have any questions or concerns about this correspondence, please contact me. Upon completion of the investigation the District will notify you.

Sincerely,

A handwritten signature in black ink, appearing to read "Dr. Sue Savaglio-Jarvis". The signature is written in a cursive style and is positioned to the right of the typed name and title.

Dr. Sue Savaglio-Jarvis
Superintendent of Schools

cc: Personnel File



Kenosha Unified
School District

3600 52ND ST., KENOSHA, WI 53144
P 262-359-6300 • F 262-359-7672

VIA EMAIL AND CERTIFIED MAIL

November 10, 2015

Floyd Williams


Re: Termination Recommendation Hearing Before the Kenosha Unified School District Board of Education

Dear Dr. Williams:

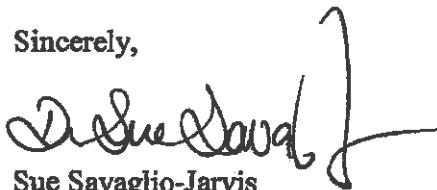
Please be advised that the full Board of Education (Board) for the Kenosha Unified School District (District) will meet on Monday, November 23, 2015, at 5:30 p.m., in the boardroom of the Educational Support Center, 3600-52nd Street, Kenosha, WI, for the purpose of a Hearing to consider the Superintendent's recommendation to terminate your employment and your Contract for Administrative Personnel effective immediately.

Please be advised that the Hearing will be held as an evidentiary hearing with full regard to due process in accordance with Wis. Stats. §§ 19.85(1)(b) and 118.24. Attorney Shana R. Lewis and I will present this recommendation and evidence in support thereof to the Board based on the enclosed Statement of Charges. You have the right to participate in this Hearing, to be represented by counsel, and to present evidence in response to the recommendation. Moreover, you have the right to demand that this Hearing be held in open session. Please notify me in writing on or before noon on November 20, 2015, about whether you wish to have the Hearing occur in open or closed session. In the absence of your request for an open session, the Board is expected to conduct the Hearing in closed session as permitted under Chapter 19 of the Wisconsin Statutes.

Effective with the date of this letter, your paid administrative leave of absence has been converted to an unpaid suspension. If the Board rejects the Superintendent's recommendation for termination, you will be eligible for back pay for the period of time between the date of this letter and the Hearing.

Thank you for your attention to this correspondence.

Sincerely,



Sue Savaglio-Jarvis
Superintendent of Schools

Enclosure

cc: Personnel File
Attorney Shana R. Lewis
Attorney Mark Sweet



STATEMENT OF CHARGES

Sue Savaglio-Jarvis (Dr. Savaglio-Jarvis), the Superintendent of Schools for the Kenosha Unified School District (District), presents the following charges against Floyd Williams (Dr. Williams):

FINDINGS OF FACT

1. Since July 2013, Dr. Williams has been employed in the District as the Assistant Superintendent of Elementary School Leadership with a Contract for Administrative Personnel (Contract) set to expire on June 30, 2017. Dr. Williams' employment is governed by state and federal law, including Wis. Stat. § 118.24, and Board Policies, including the *Classification, Compensation and Personnel Policy for General Administrative, Instructional Administrative, Supervisory and Technical Personnel* (AST Policy).
2. Dr. Savaglio-Jarvis has been employed in the District as the Superintendent of Schools since July 2014. She has served as an administrator in the District since June 2005.
3. In April 2015, as a result of informal complaints presented by a parent and a staff member regarding Dr. Williams' conduct, Dr. Savaglio-Jarvis initiated an investigation into Dr. Williams' conduct in his capacity as the Assistant Superintendent of Elementary School Leadership.
 - a. Dr. Savaglio-Jarvis' investigation included a May 1, 2015, investigatory interview of Dr. Williams. He attended the meeting in Dr. Savaglio-Jarvis' office. At no time during the meeting did Dr. Williams' disclose to Dr. Savaglio-Jarvis that he was recording the meeting.
 - b. As a result of the informal complaints and investigation, on or about June 23, 2015, Dr. Savaglio-Jarvis issued a Professional Improvement Plan (PIP) to Dr. Williams. Within the PIP, Dr. Savaglio-Jarvis advised Dr. Williams that she concluded that he had engaged in misconduct in the performance of his job, including, but not limited to, redacting information about a complaint from a report issued to Dr. Savaglio-Jarvis, directing his assistant, [REDACTED] who is a District employee, to perform personal tasks for Dr. Williams and his family; making inappropriate comments to his assistant. Within the PIP, Dr. Savaglio-Jarvis also advised Dr. Williams that she had concerns about his performance of the duties and responsibilities of his position, and had concluded that he was not meeting the District's expectations in that role. As such, within the PIP, she outlined a plan for Dr. Williams to remediate those concerns.
 - c. On or about July 14, 2015, Dr. Williams submitted a written statement in response to the PIP as a rebuttal to the PIP. His written statement included several quotes of statements made during the May 1, 2015, meeting. On or about July 15, 2015, Dr. Savaglio-Jarvis issued a memo to Dr. Williams

to ask the following specific questions with regard to his written statement:

- 1) Did you audio/video record our conversations from which you have quoted me?
- 2) Do you have notes that demonstrate my exact quotes?

In a meeting on July 16, 2015, Dr. Williams told Dr. Savaglio-Jarvis that he had not audio or video recorded any of their meetings. In response to this inquiry, Dr. Williams stated repeatedly that he did not record any meetings; that he would not record such a meeting; and that it was "not his style." Dr. Williams also confirmed that he did not take any written notes during the May 1, 2015, meeting. Dr. Williams advised Dr. Savaglio-Jarvis that the quotes in the July 14, 2015, written statement were based on his mental notes.¹

- d. From July through October 2015, Dr. Savaglio-Jarvis and Dr. Williams continued to work together to improve Dr. Williams' performance under the terms and conditions of the PIP.
- e. On or about September 10, 2015, the District's Chief Human Resources Officer, [REDACTED], began investigating an informal complaint filed by [REDACTED] after Dr. Williams took photographs of her on August 28, 2015, during an office party to celebrate her birthday, which caused her to feel discomfort, intimidated and harassed. [REDACTED] reported that Dr. Williams did not warn her about the photographs; that he did not respect her request that he stop taking photographs; and that he did not explain the purpose of the photographs. Witnesses to the incident, who were interviewed as part of the investigation, confirmed the events described by [REDACTED] including her discomfort with Dr. Williams' behavior.
- f. During an investigatory interview of Dr. Williams on September 15, 2015, [REDACTED] noticed that he was placing his iPad on the table in a manner that made her believe he was recording the meeting. She asked him whether he was recording the meeting and he denied the allegation. Knowing about the communications between Dr. Savaglio-Jarvis and Dr. Williams in July 2015, regarding the recording of meetings, [REDACTED] contacted [REDACTED], the District's Executive Director of Information Systems, Data Management & Evaluation, to ask him about

¹ These written statements between Dr. Savaglio-Jarvis and Dr. Williams also address Dr. Williams' use of the terms hostile work environment during the May 1, 2015, meeting and in his original written statement. During the communications, Dr. Savaglio-Jarvis explicitly directed Dr. Williams to file a complaint under Board Policies 4110 and/or 4111, if he believed himself to be a victim of discrimination, intimidation, retaliation, harassment or bullying. Dr. Williams repeatedly stated that he would not be pursuing such a complaint.

accessing Dr. Williams' District-issued technology to determine whether he had been recording their meeting. In response, [REDACTED] reviewed the contents of Dr. Williams' iPad and discovered a recording of the May 1, 2015, meeting with Dr. Savaglio-Jarvis. [REDACTED] reported the discovery to Dr. Savaglio-Jarvis and asked [REDACTED] to provide Dr. Savaglio-Jarvis with a copy of the recording.

- g. On or about September 21, 2015, Dr. Savaglio-Jarvis listened to the recording found on Dr. Williams' iPad and concluded that it was a recording of the May 1, 2015, investigatory interview of Dr. Williams that took place in her office. In addition, based on the content, Dr. Savaglio-Jarvis concluded that Dr. Williams created the recording. At that time, Dr. Savaglio-Jarvis recognized the need to interview Dr. Williams regarding the recording; however, other responsibilities in the District delayed her ability to do so for a few weeks.
- h. On or about September 29, 2015, Dr. Williams told Dr. Savaglio-Jarvis that he did not record any meetings with her or with [REDACTED]. Dr. Williams suggested that the District must not have found anything given that he had yet to be questioned about recording a meeting beyond [REDACTED] questions during their September 15, 2015, investigatory interview.
- i. On October 9, 2015, Dr. Savaglio-Jarvis met for an investigatory interview with Dr. Williams. During the investigatory interview:²
 - 1) Dr. Williams repeatedly denied recording the May 1, 2015, meeting.
 - 2) Dr. Williams acknowledged taking the photograph of [REDACTED] on August 28, 2015, but argued that he did so in order to construct a birthday gift for her, which he never completed. Dr. Williams challenged the suggestion that his actions made [REDACTED] uncomfortable, despite acknowledging that he knew (based on the May 1, 2015, meeting) that [REDACTED] had complained about his interactions with her, including alleging that he made her uncomfortable with certain comments.
- j. On October 9, 2015, Dr. Savaglio-Jarvis placed Dr. Williams on an administrative leave with pay, so as to allow her to complete the pending investigations into his conduct and to determine whether any disciplinary action would be imposed. As part of the leave procedure, Dr. Savaglio-Jarvis instructed Dr. Williams to return all District property to the District,

² Dr. Williams was also questioned about his missing personnel file; however, the Superintendent is not presenting any allegations regarding the personnel file as part of this recommendation for termination.

including, but not limited to, his keys and any District-issued technology. On October 9, 2015, Dr. Williams handed his keys, his FOB, and his smartphone to [REDACTED] the Superintendent's Executive Assistant, before departing; however, he indicated that he had his District-issued iPad at his home. Dr. Savaglio-Jarvis later learned through another District employee that Dr. Williams also had a District-owned MacBook pro and District technology at his home. Through his attorney, the Superintendent instructed Dr. Williams to contact the District to make arrangements to return the District-owned property to the District. He failed to contact the District to make arrangements, but instead, on October 14, 2015, two unidentified individuals arrived at the District Offices, announced that they were present to return property to the District on behalf of Dr. Williams, and left the following District technology at the District Offices: iPad, Dell Computer, p-Card, a MacBook Pro, and an external hard drive.

- k. Upon receipt of the District technology, [REDACTED] reviewed the inventory and discovered numerous photographs saved on the MacBook Pro's hard drive. Several of the photographs included images of naked or semi-nude women.³ In at least of one of the photographs, Dr. Williams can be seen in the mirror taking the photograph.

CONCLUSIONS

- A. Dr. Williams surreptitiously recorded the May 1, 2015, meeting with Dr. Savaglio-Jarvis without her knowledge and consent. Then, he lied in response to numerous direct questions posed by her, in writing and verbally, with regard to his conduct. Such conduct constitutes serious misconduct and therefore represents a breach of his contract with the District.
- B. Dr. Williams downloaded distasteful and offensive materials, including without limitation "adult" materials or visual depictions that are obscene on District-owned technology issued to him in his capacity as an employee of the District. Such conduct violates Board Policy and Rule 3535 and constitutes serious misconduct and therefore represents a breach of his contract with the District.
- C. Dr. Williams knew or should have known that his conduct arising out of and related to photographing [REDACTED] would cause her to feel discomfort, harassment and/or intimidation. Such conduct constitutes misconduct and therefore represents a breach of his contract with the District.

³The District has not attached the offensive photographs to the Statement of Charges in order to avoid any legal concerns arising out of the transmission of such photographs. However, upon request, the District will make the photographs available to Dr. Williams and/or his attorney for review in the District Offices or another secure location.

The above-referenced Findings of Fact and Conclusions demonstrate that there is just cause to support the termination of Dr. Williams' employment and the Contract for Administrative Personnel. Therefore, it is the Superintendent's recommendation that the Board of Education take action to terminate Dr. Williams from employment with the District and his Contract for Administrative Personnel effective immediately.

Respectfully submitted on this 10 day of November 2015.



Sue Savaglio-Jarvis, Superintendent of Schools

October 5, 2015

Floyd Williams
[REDACTED]

VIA: Hand Delivery, E-mail & Certified Mail

Re: Meeting with the Superintendent

Dear Dr. Williams:

You are hereby directed to appear for a meeting with the Kenosha Unified School District Superintendent on Wednesday, October 7, 2015, at 5:00 p.m. to discuss matters related to your employment. Because the information discussed during this meeting could lead to disciplinary action, up to and including discharge, you are entitled to bring a representative with you to the meeting. While you are only entitled to bring another District employee with you to such a meeting, we recognize that you may wish to bring an attorney or other non-District employee with you. If you intend to bring a non-District employee with you to the meeting, the District will allow you to do so as a courtesy.

Please contact me with any questions or concerns about this directive.

Sincerely,



Dr. Sue Savaglio-Jarvis
Superintendent of Schools

cc: Personnel File
[REDACTED] Chief Human Resource Officer
Attorney Shana R. Lewis, Strang, Patteson, Renning, Lewis & Lacy, s.c.

RESIGNATION AGREEMENT AND WAIVER/RELEASE OF CLAIMS

This Resignation Agreement and Waiver/Release of Claims ("the Agreement") is entered into by and between the Board of Education ("the Board") of the Kenosha Unified School District ("the District"), and Floyd Williams ("Dr. Williams").

WHEREAS, Dr. Williams is employed by the District in an Administrative Personnel position, pursuant to a Two-Year Employment Contract for Administrative Personnel ("the Contract"), which is governed by Wis. Stat. § 118.24 and the Classification Compensation and Personnel Policy for General Administrative, Instructional, Administrative, Supervisory and Technical Personnel ("the AST Contract"), and which is set to expire on June 30, 2017;

WHEREAS, Dr. Williams has expressed a desire to resign from employment in the District effective immediately;

WHEREAS, the parties wish to reduce to writing their mutual agreements regarding the severance of the employment relationship;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the Board, and Dr. Williams, as parties to the Agreement, do hereby covenant and agree as follows:

1. Dr. Williams hereby submits his irrevocable and voluntary resignation from District employment effective at the end of business on December 31, 2015. The Board hereby accepts said resignation. Therefore, effective at the end of business on December 31, 2015, the parties' rights and obligations under the Contract shall cease.
2. Dr. Williams shall be placed on an approved paid leave of absence from November 10, 2015, through the end of the day on December 31, 2015, for career exploration purposes. The terms of his leave shall be the same as described in the October 9, 2015, correspondence from Dr. Savaglio-Jarvis.
3. Within thirty (30) calendar days from the full execution of this Agreement:
 - a. The District shall provide Dr. Williams with a lump sum payment of Three Thousand Two Hundred Six Dollars and Eighty Eight Cents (\$3,206.88), which represents his accrued, but unused vacation benefits (six (6) days), as of December 31, 2015, paid at one hundred percent (100%). Such payment shall be subject to the required federal and state employment tax withholdings, including FICA/FUTA payments.
 - b. The District shall provide Dr. Williams with a lump sum payment of Six Thousand Four Hundred Thirteen Dollars and Seventy Six Cents (\$6,413.76), which represents his accrued, but unused sick leave benefits (twelve (12) days) as of December 31, 2015, paid at one hundred percent (100%). Such payment shall be subject to the required federal and state employment tax withholdings, including FICA/FUTA payments.

4. Within ten (10) calendar days after the resignation effective date of December 31, 2015, the District shall issue a public statement advising as follows: *Dr. Williams has taken a leave of absence through December 31, 2015, and resigned from his position with the Kenosha Unified School District for purposes of career exploration. The District wishes Dr. Williams well in his future endeavors.* The District will not comment further regarding his resignation except as required by law.
5. Upon request, the District shall issue to Dr. Williams a copy(ies) of a neutral letter of reference identifying the dates of Dr. Williams' employment, his position with the District, and his salary, including any increases paid. The District's response to any employment inquiries regarding Dr. Williams will include only the content of the letter.
6. In the event of an inquiry from the Unemployment Insurance Division regarding the reasons for severance of Dr. Williams' employment, the District shall respond by stating that his resignation was not voluntary within the meaning of Wis. Stat. § 108.04(7)(a), it was not for misconduct connected with employment within the meaning of Wis. Stat. § 108.04(5), and it was not for his "substantial fault" within the meaning of Wis. Stat. § 108.04(5g).
7. The District shall expunge from Dr. Williams' personnel file all disciplinary and evaluation records issued to Dr. Williams on or after July 1, 2015; however, such expungement shall not interfere with the District's obligation to disclose such records and/or the content of such records as required by law.
8. The parties agree that the interests of citizens in the District are served if the parties refrain from making disparaging comments about one another, including in the press. For this reason, Dr. Williams agrees that he will not make any voluntary statements, written or verbal, or cause or encourage others to make such statements that defame or disparage the reputation, practices or conduct of the Board, its members or administrators, and the District agrees that the Board, its members, and the District's administrators will not make any voluntary statements, written or verbal, or cause or encourage others to make such statements that defame or disparage the reputation, practices or conduct of Dr. Williams. However, nothing herein shall prohibit Dr. Williams or the District, including the Board, its members, and the District's administrators from making statements required by law, even if such statements disparage the other party.
9. Dr. Williams represents that he has not filed any complaints, charges, lawsuits or any other claims of whatever character, except as referenced herein, against the District, its Board, Board members, officials, officers, employees, agents, attorneys, and insurers, past or present, individually and in their official capacities, and their successors and assigns of each of them, and any other person, firm or corporation charged or chargeable with responsibility or liability, their successors and assigns with any governmental agency or court of law based on his employment with the District and/or the conclusion of such employment.

10. In consideration of the promises set forth herein, Dr. Williams, for himself and his successors, assigns, heirs, administrators, executors, and personal representatives, hereby agrees to waive, release, forever discharge, indemnify and hold harmless, the District, its Board, Board members, officials, officers, employees, agents, attorneys, and insurers, past or present, individually and in their official capacities, and the successors and assigns of each of them, and any other person, firm or corporation charged or chargeable with responsibility or liability, their successors and assigns, from any and all legal and equitable rights and claims, demands, damages, costs, attorneys' fees, expenses, liability, or cause of action of any kind or nature whatsoever on account of any acts (including, but not limited to, negligent and non-negligent acts), failure to act or other event arising out of or relating to Dr. Williams's employment by the District and/or his separation from the District, whether known or unknown, including, but not limited to, claims for breach of contract; claims for emotional distress or other tort claims; claims of wrongful discharge or constructive discharge; and claims based on contract, the Wisconsin Fair Employment Act, Wis. Stat. § 118.24, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1983, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Civil Rights Act of 1991, Title IX of the Education Amendments of 1972, and any and all other federal, state, or local laws or ordinances dealing with discrimination, including retaliation, but excluding claims arising after the date this Agreement is executed, including, but not limited to, any breach of the Agreement. Dr. Williams may file a charge with the Equal Employment Opportunity Commission (EEOC) concerning claims of discrimination or the Department of Labor (DOL) concerning claims under the FMLA, and he may participate in any manner in an investigation, hearing or proceeding. To the extent consistent with applicable law, Dr. Williams agrees that if any claims are asserted on his behalf, including those filed by a third party such as the EEOC or the DOL, he waives his right to damages of any kind or other relief in connection with such action.

11. In consideration of the promises set forth herein, Dr. Williams hereby tenders a knowing and voluntary waiver of any claims he has, might have, or might allege under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq. as amended by the Older Workers Benefit Protection Act of 1990), and the Wisconsin Fair Employment Act (Wis. Stats. §§ 111.321, 111.322, and 111.33), except that Dr. Williams may file a charge with the EEOC concerning claims of discrimination and he may participate in any manner in an investigation, hearing or proceeding. However, if any claims are asserted on his behalf, including by a third party such as the EEOC, he waives his right to damages of any kind or other relief in connection with such action. To that end, Dr. Williams further acknowledges the following:
 - a. That he has read this Agreement and fully understands it;
 - b. That by executing this Agreement, he is giving up certain rights which he may have to bring a claim or cause of action arising out of his employment; he is not, however, giving up his right to bring a claim or cause of action arising after the date this Agreement is executed including, but not limited to, any breach of the Agreement;

- c. That he accepts the benefits to be received under the terms of this Agreement for the purpose of making a full and final compromise, adjustment and settlement of all matters hereinabove mentioned, regardless of whether such consideration is too much or too little;
 - d. That he understands that he has a right to consult with an attorney before executing this Agreement, has been advised in writing to consult with an attorney prior to execution of this Agreement, and has been afforded the opportunity to do so;
 - e. That he understands that he has the opportunity to take up to twenty-one (21) calendar days to consider this Agreement before signing it. He further understands that this Agreement must be delivered to Dr. Sue Savaglio-Jarvis, Kenosha Unified School District, 3600 52nd Street, Kenosha, Wisconsin 53144-2664, by the twenty-second (22nd) calendar day following his receipt of this Agreement in order to be effective and enforceable;
 - f. That he understands that he has the right to revoke this Agreement with respect to age discrimination claims within seven (7) calendar days after his execution of the Agreement. To be effective, this revocation must be in writing and delivered to Dr. Sue Savaglio-Jarvis, Kenosha Unified School District, 3600 52nd Street, Kenosha, Wisconsin 53144-2664, within this seven (7) calendar day period. He further understands that if he revokes this Agreement with respect to age discrimination claims, he will not be eligible to receive the benefits set forth herein; and
 - g. That he voluntarily executes the waiver for purposes of this Agreement.
12. The parties understand and agree that this Agreement constitutes the complete agreement of the parties concerning this matter and there is no agreement on the part of the parties to do any act or other thing other than expressly stated in this Agreement. Further, no oral representations and/or promises have been made that are not embodied in this Agreement. Finally, the parties agree that no Board policies contain additional benefits for Dr. Williams in exchange for his resignation.
13. The parties understand and agree that this Agreement is entered into in the State of Wisconsin and the laws of the State of Wisconsin will apply to any dispute regarding, or interpretation of, this Agreement.
14. The parties shall maintain the confidentiality of this Agreement, including the terms; however, the parties understand and agree that the District may be required to disclose this Agreement in accordance with Wisconsin's Public Records Law.
15. The parties understand and agree that the provisions of this Agreement are severable. Thus, if any clause of this Agreement should ever be determined to be unenforceable, the parties understand and agree that this will not affect the enforceability of any other clause or the remainder of this Agreement.

16. This Agreement shall be considered to be binding and effective on execution by the parties. The parties understand and agree that the terms of this Agreement are contractual and not a mere recital.

Floyd Williams
Floyd Williams

11/23/15
Date

By: Dr. [Signature]
Kenosha Unified School District

11/24/2015
Date

	DEBIT	CREDIT	NET PAY	FEDERAL	STATE	LOCAL	OTHER
	9,620.64	9,620.64	6,957.84				
	39,397.05	109,942.14	73,061.83				
SALARY PAYOUT	144.00	9,620.64	128,276.41				
STIPEND			9,620.64				
			1,500.00				
				FIT	1,930.84	13,568.86	
				ST WI	592.46	6,518.78	
				FICA	0.00	7,347.00	
				MEDICARE	139.50	1,965.72	
				FICA	0.00	7,347.00	
				MEDICARE	139.50	1,965.72	
				MEDICAL	0.00	18,829.98	
				LTD	0.00	258.96	
				DENTAL	0.00	1,225.44	
				GRP LIFE	0.00	159.75	
				RRRC	0.00	8,824.57	
				Taxable:			
				LF 50K	0.00	45.36	
VACATION	96.00	HRS		SICK LEAVE	88.00	HRS	

REMOVE DOCUMENT ALONG THIS PERFORATION

Kenosha United School District
 3800 52nd Street
 Kenosha, WI 53144

Johnson Bank
 Kenosha, Wisconsin

78-1185
 759

Check No. 00421190

PAYROLL CHECK

DATE	AMOUNT
12/15/15	6,957.84

VOID AFTER 90 DAYS

PAY SIX Thousand NINE Hundred FIFTY SEVEN Dollars and EIGHTY FOUR Cents

Jamara D. Coleman
 President
Michael J. Jelliffe
 Treasurer
[Signature]
 Clerk

TO THE ORDER OF FLOYD E WILLIAMS JR

DOCUMENT CONTAINS BLUE PANTOGRAPH & MICROPRINTING. BACK HAS THERMOCHROMIC INK & A WATERMARK. HOLD AT AN ANGLE TO VIEW. VOID IF NOT PRESENT.

Kenosha United School District
 3800 52nd Street
 Kenosha, WI 53144

SEE OTHER SIDE FOR OPENING INSTRUCTIONS

841
 FLOYD E WILLIAMS JR

SEE OTHER SIDE FOR OPENING INSTRUCTIONS