

SCHOOL DISTRICT OF WAUPACA

TEACHER HANDBOOK

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SCHOOL DISTRICT OF WAUPACA
TEACHER HANDBOOK
Effective Date February 15, 2012

This Teacher Handbook is a summary of some of the employment policies, procedures, rules and regulations of the Board of Education for the School District of Waupaca. However, this Teacher Handbook should not be considered all inclusive. It has been prepared to acquaint employees with the policies, procedures, rules and regulations and to provide for the orderly and efficient operation of the District. Most of the employee questions will be answered in this Teacher Handbook. However, if there are questions regarding the Teacher Handbook, or matters that are not covered, they should be directed to the Building Principal. Employees are also responsible for adhering to the School District of Waupaca Board Policies, Administrative Policies and all applicable federal and state laws and regulations.

This Teacher Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, rules or regulations contained herein constitute a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, expressed or implied. Nothing in this document is intended to create an employment contract. All of the District's teacher's are employed "at will" and employment is not for any definite period, unless otherwise set forth in writing by contract or statute. The School District of Waupaca Board of Education reserves the right to add, delete, revoke, suspend, terminate or otherwise modify any or all of the below policies and procedures of employment in whole or in part, at any time with or without notice for the good of the School District of Waupaca.

This Teacher Handbook supersedes all previous handbooks, statements, procedures, rules, regulations, labor contracts or any other documents governing the terms and conditions of employment addressed in this Handbook given to employees, whether verbal or written.

1. Personnel Positions Covered by this Handbook – all positions working under the Teacher's Contract found in the Appendix including, but not limited to, the following:
 - Teachers
 - Counselors
 - Library Media Specialists
 - Speech and Language Pathologists
 - School Psychologists
 - Reading Specialists
 - Dean of Students
 - District Technology Coordinator

2. Physical Examination and Tuberculin Skin Test When required for employment, teachers shall furnish evidence of a physical examination and skin Tuberculin test. Upon receipt of the standard results form established by the District the Board of Education shall pay for the physical examination and skin tuberculin test in accordance with Board Policy.

3. Teacher Certification The term "teacher" means any person who is required to hold a teacher's certificate issued by the Department of Public Instruction. A teaching contract cannot be issued to any person not legally authorized to teach. All teaching contracts shall terminate if and when the authority to teach terminates and/or if a teacher license expires. Failure to retain an updated license will result in termination of the individual teacher

contract. Evidence of such authorization to teach must be filed with the District Administrator before the effective date of the teaching contract. If a teacher changes his/her certification with the Department of Public Instruction, he/she must notify the District Administrator in writing immediately.

4. Assignment Teachers will be assigned or transferred by the District Administrator or his/her designee.
5. Days/Hours of Work The Board will establish a calendar reflecting 189 contracted days (2015-2016 school year only) to include 3 holidays, Inservice, work, and student contact days. The regular school day shall consist of 7.5 work hours and 30 minutes duty free lunch. Teachers may leave their respective buildings 15 minutes early on the four (4) early dismissal days.
6. Job Sharing Job Share applicants must annually complete and return an application to their principal by March 15th to be considered. Application will consist of the following:
 - Statement of jointly agreed upon educational philosophy and discipline.
 - The percentage of time to be shared.
 - Daily schedule of division of teaching tasks.
 - List of job responsibilities including, but not limited to:
 - Extra duty assignments
 - Planning responsibilities
 - Faculty/parent/district meeting responsibilities
 - Reporting of student progress
 - Preparation time allocation
 - Job Share requests will be approved on an annual basis and may only be dissolved by administration during the school year.
7. Evaluations Teachers will be evaluated pursuant to Board Policy and/or DPI requirements.
8. Pay Periods Salaries shall begin with the first September payroll and be made on the 10th and 25th of each month through June by direct deposit into one designated bank account. Teachers wanting to receive payment over 12 months may give written authorization to the District to be paid over 12 months. Authorization will be incorporated into the Teacher's Contract (See Appendix A).
9. Employee Leave
 - 9.1. Sick Leave – Paid sick leave shall be earned at the rate of two (2) days per month of service (11 days must be worked within a given month to equal a month of service) to a maximum of ten (10) days per year. Ten (10) days will be advanced at the beginning of each year and be available to teachers to use. Sick leave is available for situations in which the teacher is unable to conduct his/her duties due to his/her physical or mental illness. Unused sick leave may be accumulated to a maximum of one hundred (100) days. At no time will a teacher's account total more than one hundred (100) days. A teacher who is absent for days in excess of his/her accumulated total shall have such additional days deducted from his/her salary and must apply for an Unpaid Personal Leave of Absence (See 9.5).
 - 9.2. Emergency Leave – Each teacher shall be allowed up to three (3) days of emergency leave per year which can only be taken with the approval of his/her principal.

Approval will be subject to the District's interpretation of an emergency. Emergency Leave days used shall be subtracted from sick leave.

- 9.3. Funeral Leave – Each teacher may be allowed up to three (3) days per occurrence to attend the funeral of a person having direct importance on the teacher. Funeral leave days used shall be subtracted from sick leave.
- 9.4. Personal Leave – A teacher may be granted one (1) day per year, non-accumulative and deducted from sick leave, to deal with matters of personal concern without direct cost to the teacher. A teacher may be granted one (1) additional Personal Leave day per year, non-accumulative and not deducted from sick leave, to deal with matters of personal concern if the teacher pays the District \$80.00. The second Personal Leave day shall be granted in increments no less than one-half day. Application for Personal Leave must be made to the building principal at least three (3) working days in advance of the requested time off and may not be used to extend holidays or vacations. Principals may deny a request based upon availability of substitute teachers and/or other scheduling considerations.
- 9.5. Unpaid Personal Leave of Absence – The teacher requesting an Unpaid Personal Leave of Absence (not to exceed 12 months) shall submit a written request to the District Administrator setting forth the reasons for the request at least thirty (30) days in advance of the requested leave date if known, or as soon as possible after the date is known. The District Administrator may grant said request at his/her discretion. The beginning and ending dates shall be determined by the District Administrator. During any unpaid leave of absence of ten (10) consecutive working days or more, health, dental, life, and disability insurance will be continued only if the teacher pays the required premiums and to the extent participation is permitted by the insurance carrier. During any unpaid leave of absence of less than ten (10) consecutive working days the District will continue to pay required premiums to maintain insurance coverage.

Note: Policy Code 537.2 states the following in part:

A total yearly limit of absences from assigned duties for the purposes of attending conferences, conventions, meetings, workshops, and/or unpaid leave requests unrelated to health, shall not exceed five (5) working days. Under no circumstances shall any teacher be granted in excess of five (5) working days for the purposes listed above. This limit applies only to requests generated by a staff member. Immediate supervisors may request a staff member to attend a particular conference, workshop, meeting, etc. This will not count towards the 5 working days as determined above.

10. Rules

- 10.1. Teachers unable to report for duty due to illness or other reasons shall give his/her principal or his/her designee due notice before 6:30am of the day the teacher shall be absent.
- 10.2. Any teacher who must be absent temporarily from school shall request approval from his/her principal.
- 10.3. Teachers shall prepare lesson plans determining the courses of study for each subject he/she teaches stating what is expected to be accomplished during each day's work for the succeeding week. These lesson plans shall be submitted to the principal as per his/her direction.
- 10.4. Teachers are required to be present at all assembly/lyceum programs to which they are assigned to help maintain order. Under no circumstances shall teachers absent themselves without permission from the principal.

- 10.5. Teachers are responsible for the order and discipline of students on school property during their regular work day and when on duty for school functions.
- 10.6. Each teacher is expected to attend scheduled staff meetings in their entirety unless he/she is excused by an administrator. Staff meetings will be scheduled by the building principal when necessary.

11. Teacher Resignation

- 11.1. Any teacher resigning from his/her contract effective the following contract year shall be released and shall not have to pay costs incurred by the District if the resignation takes place after April 14 and before May 1 of the current contract year.
- 11.2. Any teacher resigning from his/her contract effective the following contract year shall be released and shall forfeit up to \$400.00 (four hundred dollars) for costs incurred by the District if the resignation takes place prior to July 31 of the current contract year.
- 11.3. Any teacher resigning from his/her contract effective the current contract year shall forfeit up to \$500 (five hundred dollars) for costs incurred by the District if the resignation takes place after July 31. The Board has the right not to release that teacher until a suitable replacement can be found.
- 11.4. All forfeitures shall accompany the teacher's letter of resignation.
- 11.5. The District's contribution to Health Insurance premiums shall terminate thirty (30) days after the effective date of the resignation or discharge.
- 11.6. Part-time teachers shall forfeit seventy-five percent (75%) of the dollar amounts listed in 11.2 or 11.3 above.

12. Individual Teacher Contracts. The Board will employ teachers by issuing individual teacher contracts to each teacher following the April School Board meeting each year. The non-renewal of individual teacher contracts shall be governed by Section 118.22, Wis. Stats.

13. Staff Reduction – Layoff This section applies when the Board determines a reduction in the number of teachers is necessary. In determining the positions and/or employee(s) to be laid off, the Board will act in the best interest of the District. In determining layoffs, the District will attempt to provide at least thirty (30) calendar day notice prior to layoff when possible. Decisions regarding recall will also be made by the Board in the best interest of the District.

14. Grievance Procedures

14.1. Definitions

14.1.1. A grievance shall mean a dispute regarding the application of School Board policies pertaining to an employee's discipline or termination of employment, or a dispute concerning workplace safety. No grievance shall be processed under this policy unless it is in writing and contains all of the following:

- 14.1.1.1. The name and position of the grievant;
- 14.1.1.2. A clear and concise statement of the grievance;
- 14.1.1.3. The issue involved;
- 14.1.1.4. The relief sought;
- 14.1.1.5. The date the incident or alleged violation took place;
- 14.1.1.6. The specific provision of the Employee Handbook/Board Policy or workplace safety rule alleged to have been violated; and
- 14.1.1.7. The signature of the grievant and the date.

- 14.1.2. The term "days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee is scheduled to work. The time limits within which an action is to be taken under this Grievance Procedure shall be computed by excluding the first day and including the last day.
- 14.1.3. A "grievant" is an employee as defined by state statutes governing this Grievance Procedure. At the grievant's cost and request, he/she may be represented by a person of his/her choice.
- 14.1.4. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or Board Policy related to: safety of the physical work environment; safe operation of workplace equipment and tools; provision of protective equipment; training and warning requirements; workplace violence; and accident risk.
- 14.1.5. "Discipline" means oral reprimands (where a written record of the reprimand is placed in the employee's file), written reprimands, suspension and demotion. Discipline does not include performance reviews, work plans or corrective actions that do not include a reprimand or other adverse employment action.
- 14.1.6. "Termination" means discharge from employment. Non-renewals and layoffs (reduction in force) are not considered terminations and are not subject to this procedure.
- 14.2. Procedures
- 14.2.1. Step 1. Within ten (10) days after the facts upon which the grievance is based or should have reasonably become known, the employee shall present the written grievance to his/her immediate supervisor. Support staff who report directly to the teacher shall consider the building principal their immediate supervisor for this purpose. The immediate supervisor shall provide a written answer within ten (10) days of receipt of the grievance, with a copy to the District Office.
- 14.2.1.1. An employee who has been notified of termination may process the grievance commencing at Step 3.
- 14.2.2. Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievance may be submitted to the District Administrator within five (5) days after the grievant receives the Step 1 response. After receipt of the written grievance, the District Administrator, or his/her designated representative, will meet with the grievant within ten (10) days in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the District Administrator shall respond to the grievance in writing. The District Administrator shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this Grievance Procedure and otherwise properly processed as required by this Grievance Procedure. If the District Administrator is aware of other similar pending grievances, he/she may consolidate those matters and process them as one grievance.
- 14.2.3. Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievance may be appealed within ten (10) days after the grievant receives the Step 2 response. The grievant shall submit a written statement specifically describing the reason(s) for the appeal. If the decision at Step 2 is based, in whole or in part, on the basis of timeliness, scope of this Grievance Procedure or other failure of the grievant to properly follow this Grievance Procedure, the matter shall be referred to the Board who shall determine whether the matter should be processed further. If the Step 2 decision addresses only the merits of the grievance, the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the District Administrator. Any costs incurred by the IHO will be paid by the

School District. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The burden of proof shall be “a preponderance of the evidence”. In termination and discipline cases, the District shall have the burden. In workplace safety cases, the employee shall have the burden. The oral or written statements of students which would otherwise be hearsay, will be considered by the IHO without the direct testimony of students, if other, non-hearsay information is presented. The IHO may request oral or written arguments and replies. The IHO shall provide the parties with a written decision. The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add to, subtract from or modify the terms of the Employee Handbook/Board Policy or rule that forms the basis for the grievance.

14.2.4. Step 4. Either party may appeal an adverse determination at Step 3 to the School Board by filing written notice to the District Office within ten (10) days of receipt of the decision of the IHO. The School Board shall, within thirty (30) days after submission of the appeal, schedule the review of the IHO's decision. The review will be conducted by the Board during a closed session meeting unless an open session is requested by the employee. The Board may make its decision based on the written decision of the IHO or the Board may examine any records, evidence and testimony produced at the hearing before the IHO. A majority vote of those members of the Board present shall decide the appeal within twenty (20) days following the last session scheduled for review. The Board will issue a final written decision which shall be binding on all parties.

14.3. Timelines. Failure to process a grievance by the grievant within the time limits, or agreed upon extensions, shall constitute waiver of the grievance and the grievance will be considered dismissed and resolved on the basis of the District's last answer. Failure of a District representative to meet the time limits applicable to responding to the grievance shall constitute a denial of the grievance and applicable time limits for advancing the grievance shall apply. To encourage that grievances are addressed in a prompt manner the time limits set by this Grievance Procedure are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of all parties.

14.4. Exclusive Remedy. This procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this Grievance Procedure shall prevent any employee from addressing concerns regarding matters not subject to the Grievance Procedure with the administration and employees are encouraged to do so. Matters not subject to the Grievance Procedure that are raised by employees shall be considered by District representatives who have final authority, subject to any applicable Board policy or directive, to resolve the matter.

15. Salary The Board will comply with state statutes as to teacher compensation. Teachers will receive individual notice as to their salary prior to the beginning of each school year if such salary has been determined by that time. (See Appendix F for Salary Schedule)

16. Compensation

16.1. Up to \$150 actual cost per credit will be paid to teachers who are required by the Board or the DPI to take such credits. Credits will require advance approvals from the

- Director of Instruction with the expectation credits are consistent with the needs of the teacher and District.
- 16.2. Credits taken for lane advancement independent of a Graduate Degree program will require advance approval from the Director of Instruction with the expectation credits are consistent with the needs of the teacher and District.
 - 16.3. A teacher entering into a Graduate Degree program with the intention of lane advancement must have prior approval from the Director of Instruction. Once a program is approved, prior approval of individual credits within the program will not be necessary. Note: Teachers currently in a Graduate Degree program will be grandfathered in and will not require program or credit approval.
 - 16.4. Teachers required to maintain licensure in accordance with State Statute PI34.18 or PI34.19 will be paid up to \$900 per license period for registration, materials, fees, and/or mentor stipends incurred to complete said requirements. The teacher is required to submit their PDP to the Director of Instruction for approval prior to incurring reimbursable expenses and then provide receipts documenting relative expenses.
 - 16.5. Extra-curricular activities and other assigned duties are set forth in Appendix D.
 - 16.6. Mileage – Teachers required by the District to drive their own vehicle shall be compensated at the IRS rate. All travel under this section is to have administrative approval.
 - 16.7. Extended Contract – Salaries for extended contracts (including summer school) shall be paid at the individual teacher’s per diem rate of pay for the preceding year.
 - 16.8. Curriculum Writing and Special Project work shall be compensated at \$25.00 per hour for work done outside the work day with prior approval by the District Administrator or his/her designee.
17. Benefits - The Board reserves the right to select the carriers and plans for any insurance benefits provided by the District. Insurance plans and benefits are subject to change at any time.
- 17.1. Health Insurance Premiums (See Appendix C for Benefit Information) – The Board will pay 79% of the premium. The Board will pay an additional 6% of the premium for employees who choose to participate in the District’s Health and Wellness program.
 - 17.1.1. Retirees shall be able to continue in a group insurance plan at their own expense to age 65.
 - 17.2. Cash Option Plan – An employee who qualifies for family coverage under the District’s primary medical insurance plan may elect to opt out of the medical insurance plan and receive a cash payment of \$250.00 per month. At the time of this election, the employee must be covered under another medical plan. Re-enrollment in the District’s Health Insurance Plan will be determined by the Plan and is not a decision made by the District. Note: As of 7/1/2015 the Cash Option Plan will no longer be available for new enrollees. Current participants will be allowed to continue in the Plan.
 - 17.3. Dental/Orthodontia Insurance (See Appendix D for Benefit Information) – The Board will pay 100% of the single and family premium for dental insurance. Retirees shall be able to continue in the district’s group Dental Plan, at their own expense, to age 65.
 - 17.4. Disability Insurance (See Appendix E for Benefit Information) – The Board will pay 100% of the premium for Long Term Disability insurance.
 - 17.5. Life Insurance

- 17.5.1. Must be a permanent employee of the district meeting the work hour WRS eligibility requirements.
- 17.5.2. Life Insurance coverage is strictly on a voluntary basis. The employee is 100% responsible for the premium.
- 17.5.3. The district will pay up to a 20% surcharge/administrative charge for a Basic Plan only for an employee who chooses to have Life Insurance coverage
- 17.6. Flexible Spending Account – Employees may contribute to their own flexible spending account through a voluntary deduction from their paycheck in accordance with the District’s plan.
- 17.7. Retirement (WRS) – The Board will comply with the requirements of the Wisconsin Retirement System (WRS) as established by State Statutes and the Department of Employee Trust Funds.
- 17.8. Retirement (District) - A teacher retiring after reaching age 55 and having completed ten (10) consecutive years of teaching in the School District of Waupaca immediately preceding the retirement year shall be eligible for the following retirement benefits provided his/her retirement notice is submitted in writing to the District Administrator prior to March 1st of the school year which is to be his/her last school year: A retirement sum of four hundred dollars (\$400) per month for 48 consecutive months following retirement. Payment shall begin with the first payroll of the following school year. If a former employee dies while receiving this benefit and is survived by a spouse, the surviving spouse shall receive the remaining portion of the former employee’s benefit.
 - 17.8.1. Forty dollars (\$40) for each day to a maximum of ninety (90) unused sick days provided the teacher has accumulated over forty-five (45) unused sick days. Retiree shall receive a contribution to a TSA account in the teacher’s name held at a District approved vendor of their choice. The amount of the contribution shall be \$500 per month and shall be contributed until the total amount credited is paid out.
 - 17.8.2. Part-time teachers shall be eligible for this benefit on a pro-rated basis based on their last three (3) years average teaching time.
 - 17.8.3. The District reserves the right to select a different health insurance plan for retirees.
- 17.9. Pro-Rated Benefits for Part-Time Employees – Part-time employees shall receive fringe benefits pro-rated to the time worked in proportion to full-time employees.