

SCHOOL DISTRICT OF WAUPACA

TEACHER HANDBOOK

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The following are available on the school web-site – District Departments – Human Resources:

- Appendix B Extra-Curricular Schedule
- Appendix C Health Insurance Benefit Summary
- Appendix D Dental/Orthodontia Insurance Benefit Summary
- Appendix E Long Term Disability Insurance Benefit Summary
- Appendix F Salary Schedule

**SCHOOL DISTRICT OF WAUPACA
TEACHER HANDBOOK
Effective Date January 9, 2017**

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 teachers are employed "at will" and employment is not for any definite period, unless otherwise set forth by 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
School Counselors
School Social Workers
Library Media Specialists
Speech and Language Pathologists
School Psychologists
Reading Specialists
2. Physical Examination and Tuberculin Skin Test When required for employment, teachers shall furnish evidence of a physical examination, drug test 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, drug test 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 to include 3 holidays (Labor Day, Thanksgiving Day & Memorial Day), in-service work, and student contact days. The regular school day shall consist of 7.5 work hours and 30 minutes duty free lunch. Teachers are expected to be present for Professional Learning Time in its entirety unless prior arrangements have been made with the building principal.
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 allocationJob 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
 - Paid Time Off/Sick Leave – Paid time off/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. Paid time off/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, medical appointments for employee or immediate family member, employee legal business or other such emergency situations. Legal/emergency situations will be subject to the District interpretation of an emergency. Unused time off 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). A medical certification is required for all surgeries or medical absences of three or more days. A medical release statement is required prior to returning from surgery or medical leave.

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. Additional time may be approved at the discretion of the District Administrator.

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 any Personal Leave must be made to the building principal via Frontline 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.

All absences both paid and unpaid must be submitted in Frontline as far in advance as possible.

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.

Voluntary Donation of Sick Leave

1. The employee will contact the Superintendent or his/her designee in writing prior to using all sick days to receive anonymous donations of sick time from other employees. Such requests can only be made for the prolonged serious illness or injury of the employee up to a maximum of thirty (30) sick leave days.
2. Medical documentation will be required and must include a written statement by the doctor as to the employee's ability to handle job responsibilities and their expected date of return to work.
3. Each request will be addressed on a case-by-case basis. The employee's prior attendance record will be taken into account before a decision is made.
4. The Superintendent's decision is final and the employee has no right of appeal.
5. Employees requesting sick leave, may not receive more than 30 days of sick leave (prorated per FTE status). Employee donors may give up to 2 sick leave days per request.
6. All time donated will be allotted to the employee receiving the donated time.
7. No additional sick leave days will be accepted after the close of business on the 5th working day or when the maximum number of donated sick leave days are reached.
8. The District will allow one request per receiving employee for the duration of their employment with the District.
9. The names of all employees donating or receiving sick leave will be kept confidential.
10. This provision will be reviewed annually.

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.

10.7. Teachers represent important role models and as such their actions, both on duty and off duty should conform to generally accepted standards of good behavior in the profession. Teachers should not engage in actions that bring discredit to themselves or the District.

11. Teacher Resignation

11.1. All forfeitures shall accompany the teacher's letter of resignation.

11.2. The District's contribution to Health Insurance premiums shall terminate thirty (30) days after the effective date of the resignation or discharge.

11.3. Part-time teachers shall forfeit seventy-five percent (75%) of the dollar amounts listed in 11.2 or 11.3 above.

11.4. A tiered incentive may be applied for notification of intent to retire/resign when the full time individual submitting for the retirement/resignation incentive is not subject to any liquidated damages and the following conditions are met: 1) eligibility for and retirement under WRS* (not applicable to resignation incentives); 2) provision of timely notice (\$1,000 prior to October 31st or \$500 by January 31st); and, 3) the individual is not currently subject to discipline, unless waived by the District.

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. Nothing in the individual contract is intended to modify the at-will employment status.

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. Hearing Date: Upon notification of his or her selection, the IHO shall schedule a hearing as soon as reasonably possible but no greater than forty-five (45) calendar days from the appointment of the IHO. Within five (5) calendar days of the date of the appointment of the IHO, the IHO shall conduct a pre-hearing conference with

the grievant and the District Administrator to select the date for the hearing. Once a hearing date is scheduled, it may be adjourned only upon written request by the grievant or the District and a finding by the IHO that there is “good cause” for an adjournment. The decision of the IHO regarding a request for adjournment shall be final, binding and not subject to appeal.

Discovery; Grievance Amendment; Witnesses and Documents; Pre-Hearing Statement; IHO as Mediator. Discovery; Grievance Amendment; Witnesses and Documents; Pre-Hearing Statement; IHO as Mediator.

There shall be no formal pre-hearing discovery. The IHO shall set a deadline for the exchange of witnesses and documents prior to the hearing. The IHO shall determine whether amendments to the grievance may be allowed and the deadline for any amendments.

The parties shall provide a copy of the witness list, documents and exhibits to the IHO. No witness, exhibit or document which was not identified or exchanged by a party may be introduced absent a written finding by the IHO that there was good cause for the failure of the party to identify a witness, exhibit or document within the deadline for exchanging witnesses, exhibits or documents. Each party may file a pre-hearing statement of no more than two (2) type written single space pages outlining their position relative to any issues related to the grievance. The IHO may attempt to mediate the dispute prior to the hearing.

Hearing.

a. Recording; Closed Hearing. The hearing before the IHO will be digitally recorded and a copy of the recording shall be provided at no cost to the Grievant, the District and the IHO. The digital recording of the hearing shall be maintained by the District for the period required by law. The hearing shall be closed to the public unless both parties mutually agree that it will be open.

b. Representation; Fees and Costs. The Grievant and the District may be represented by an attorney of their choice. Neither party shall be responsible for the attorneys’ fees, witness fees or costs of the other.

c. Order of Case; Cross-Examination; Opening and Closing Statements. The Grievant shall call witnesses and present testimony and exhibits that are relevant to the grievance. At the close of the Grievant’s case, the District shall call its witnesses and present testimony and exhibits that are relevant to the grievance. The parties may cross-examine witnesses presented by the other party. Cross-examination shall be limited to ten (10) minutes per witness unless this time period is extended by the IHO. The IHO may allow for opening or closing statements at the discretion of the IHO, such statements not to exceed ten (10) minutes in length.

d. Rules of Evidence; Exclusion of Evidence. The IHO is not bound by rules of evidence and may admit all evidence that the IHO determines is relevant and may exclude immaterial, irrelevant or unduly repetitious testimony or evidence. The IHO shall recognize the rules of privilege. The IHO may not base any finding or conclusion solely on hearsay evidence.

e. Right of IHO to Question. During the hearing, the IHO may ask questions as the IHO deems necessary.

f. Close of the Hearing; No Briefs; Position Statements. After the Grievant and the District have finished introducing evidence, the IHO shall close the hearing. The parties shall have no right to file briefs. The IHO may request position statements from the parties following hearing. Any position statements may not exceed two (2) type written single space pages in length and must be filed with the IHO within five (5) calendar days following the close of the hearing.

Burden Of Proof; IHO's Decision

The only question that the IHO shall determine is whether the District had a rational basis to make the decision or take the action it did. The Grievant bears the burden of proof to persuade the IHO by clear and convincing and satisfactory evidence that the District's decision or action did not have a rational basis. If the Grievant does not meet his or her burden of proof, the IHO must deny the grievance.

In determining whether a Grievant has proved by clear, convincing and satisfactory evidence that the District's decision or action did not have a rational basis, the IHO may only consider the evidence introduced at the hearing and the weight of that evidence. The IHO may not overturn the District's decision or action based upon his or her own personal judgment or opinion regarding the matter.

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. College credits taken for advancement as part of, or independent of, a Graduate Degree program will require the advance approval from the Director of Teaching and Learning with the expectation that credits attained are consistent with the needs of the teacher and the District. Up to \$150 actual cost per credit, not to exceed 6 credits or \$900 over five consecutive years, may be reimbursed to teachers who have completed an approved course. 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.
 - 16.2. Extra-curricular activities and other assigned duties are set forth in the attached schedule.
 - 16.3. Mileage –Mileage reimbursement shall be compensated at the IRS rate. All travel under this section is to have prior administrative approval. Itemized receipts are required for all reimbursements.
 - 16.4. Extended Contract –Extended contracts shall be paid at the individual teacher’s per diem rate of pay for the preceding year.
 - 16.5. Summer school contract rates shall be determined annually by the school board.
 - 16.6. Curriculum writing and special project work shall be compensated at \$35.00 per hour for work done outside the regular work day with prior approval by the District Administrator or his/her designee.
 - 16.7. Teachers may request advancement on the salary schedule by submitting the required paperwork to the District Office no later than the following three (3) dates: September 15th (full advancement between cells); January 20th – (1/2 the difference between cells; and April 15th – (1/4 the difference between cells).
 - 16.8. In order to move on the salary schedule from (M)asters to (M+), the additional graduate credits must have been taken after receiving your masters degree.
 - 16.9. Loss of Prep Time – Teachers can be compensated up to one (1) period per day for subbing for another staff member instead of having their preparation period. Appropriate paperwork must be filed with payroll to receive compensation.
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. 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.
- 17.8.4. A tiered incentive may be applied for notification of intent to retire/resign when the full-time individual submitting for the retirement/resignation incentive is not subject to any liquidated damages and the following conditions are met: 1) eligibility for and retirement under WRS* (not applicable to resignation

incentives); 2) provision of timely notice (\$1000 prior to October 31st or \$500 January 31st); and, 3) the individual is not currently subject to discipline, unless waived by the District.

- 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.

APPENDIX A
TEACHER CONTRACT

**SCHOOL DISTRICT OF WAUPACA
INDIVIDUAL TEACHER CONTRACT**

IT IS HEREBY AGREED, by and between the SCHOOL DISTRICT OF WAUPACA, hereinafter referred to as BOARD OF EDUCATION and _____, hereinafter referred to as TEACHER, WITNESSETH:

1. COMPENSATION: The teacher is to be paid a total annual wage not less than \$_____ () for the term hereinafter mentioned, payable in 20 equal installments. ___ I request equal payroll installments paid over 24 pay periods ____.

The above is the total salary and includes and may be further increased during the term of the contract due to: an increase in other compensation, beyond base wages e.g. premium pay, merit pay, performance pay, supplemental compensation, pay schedules, and automatic pay progressions. The decision to provide the preceding supplemental payments if any, is in the sole discretion of the District.

The Board may provide the teacher with other benefits that it may from time to time deem appropriate for teachers generally, as specified in Board policy, administrative rule or employee handbook; as **modified from time to time by the Board**

ADDITIONAL SERVICES AND COMPENSATION:

The teacher agrees that the assignment of the above services and day(s) of work in excess of that set forth in section 2, below, is at the sole discretion of the District and that the District may modify, amend or delete this requirement to perform this additional assignment without adhering to the non-renewal provisions set forth in section 118.22, Wis. Stats. Such modification, amendment or deletion shall not affect the other terms and conditions of this individual contract. The District and teacher agree that regardless of the number of days assigned, such days shall be paid at the rate set forth above. The District agrees to provide the teacher with 10 calendar days' notice of any change in the number or scheduling of the days assigned.

Additional assignments may be given in areas where the teacher is certified.

2. CONTRACT TERM: This contract covers a term of 12 months, commencing on or about July 1, 20__ and ending on or about June 30, 20__. The contract shall contain ___ days of work which shall be assigned at the discretion of

the District Administrator. The contract term may be extended to include the makeup of days school was closed due to inclement weather or other emergency.

3. EMPLOYMENT RESPONSIBILITIES:

3.01: The teacher agrees to teach and/or supervise the employee's area(s) of certification and is subject to such rules and regulations as have been or may be hereafter adopted and/or modified by the Board of Education and subject to the supervision and control of the District Administrator. The District Administrator may, at its discretion, give additional assignments in areas where the teacher is certified or may obtain certification.

3.02: In case of a direct conflict between any rules, regulations or policies of the Board and any specific provisions of this contract, the Board rules, regulations or policies shall control.

3.03: For full-time teachers, the teacher agrees to devote full time to the duties and responsibilities normally expected of the teacher's position during the term of this contract. The teacher shall not engage in any pursuit, or accept any other employment, which interferes with the proper discharge of the teacher's duties and responsibilities. The Board reserves the right, solely in its own discretion, to determine whether outside pursuits or other employment interferes with the proper discharge of the teacher's duties and responsibilities.

3.04: Upon written request, the Board shall provide the teacher with a written job description of the teacher's services, duties and obligations. The Board possesses the right to develop and/or alter the written job description at any time.

3.05: This agreement is conditioned upon the teacher's possession of a State of Wisconsin teacher's license or certificate as required by the laws of the State of Wisconsin for the areas set forth in section 3.01. This Agreement shall be invalid and automatically terminate by its own terms, if the teacher fails to fulfill the provisions of sec. 118.21(I) and (2), Wis. Stats. and/ or maintain appropriate licensure' unless otherwise determined by the District.

4. TERMINATION: As set forth in Board policy, employment with the District is at will. As such, this contract may be terminated by the District or the teacher as set forth herein. A termination of the Agreement under this provision is separate and distinct from a contract renewal or non-renewal as set forth in Section 7 herein.

4.01: Termination of Agreement By Teacher: Teacher may terminate this Agreement prior to the termination date set forth in section 1 by providing 30 calendar days' advance written notice to the District, provided, however, that such early termination shall result in the teacher's loss of any accrued leave benefits that would otherwise be payable to the teacher. The teacher will be required to pay back any advance payments or other amounts owed to District, if any, which District may, at its option, set-off against any amounts owed by

District to the teacher. In addition, the teacher will also be subject to the notice requirements set forth in section 4.03 herein.

4.02: Termination of Agreement by District: The District may terminate this Agreement during its term and prior to the termination date set forth in section 1 in the event that the certified staff member violates a District rule, policy, procedure, handbook provision, established performance expectation or expected standards of conduct as determined by the Board of Education for non-arbitrary or capricious reasons.

4.03 Liquidated Damages: If the teacher with a signed contract for the ensuing school year seeks release to accept other employment after July 1, he/she shall forfeit one thousand five hundred dollars (\$1,500) as liquidated damages for securing a replacement. Liquidated damages may be reduced or waived by the District Administrator due to extenuating circumstances. It is further agreed by the parties hereto, that, in the event said teacher breaches this contract by termination of services during the term hereof, the Board may, at its option, demand to recover from the teacher such amount of liquidated damages as set forth above; provided, however, that this expressed intent to liquidate the uncertain damages and harm to the school district is not the exclusive remedy or right of the Board, but is, rather, an alternative right and remedy and shall not, unless the Board elects to rely on the same, preclude the Board from seeking and recovering the actual amount of damages resulting from such a breach by the said teacher.

4.04: Termination by Mutual Consent: Upon mutual written agreement by the Board and the teacher this contract and the employment of the teacher may be terminated without penalty or prejudice against either the Board or teacher. In this event, the Board shall pay the teacher all remuneration and benefits accrued by, but unpaid during the period of employment immediately prior to such termination

5. EXTRACURRICULAR ACTIVITIES: The teacher shall take part in such extracurricular activities as teacher in-service sessions, pupil supervision assignment, group meetings, curriculum study and others assigned by the School Administrator and/or Board of Education.
6. EVALUATIONS: The Board shall direct the administration to evaluate, in writing, the performance of the employee during his/her first year of employment in the District and at least once every third year thereafter. The administration may, at its own discretion, evaluate the employee on a more frequent basis than that provided for in the first sentence of this paragraph.
7. CONTRACT RENEWAL/NON-RENEWAL: Renewal and non-renewal of this contract shall be governed by sec. 118.22, Wis. Stats.
8. EXECUTION OF CONTRACT:
This contract is not valid unless executed by the teacher and filed in the office of the Clerk of the Board of Education.

9. TEACHER covenants he/she is not under contract with any other school district for the period covered by this contract.
10. INVALID PROVISIONS- SAVINGS CLAUSE: If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any part should be restrained by any tribunal, the remainder of the contract shall not be effected thereby.
11. LAWS OF COMPETENT JURISDICTION: This Agreement is covered by the laws of the State of Wisconsin. It constitutes the entire agreement between the parties as to issues provided for in this Agreement.
12. COMPLETE AGREEMENT: The parties understand and agree that this document contains the entire agreement. The teacher, in accepting this offer, is also acknowledging that the teacher is not in violation of any agreements or commitments to former employers such as, but not limited by enumeration to the following: non-compete clauses, obligation to return property, obligation not to disclose or use information, or other encumbrances that would impair the teacher's ability to perform the duties and responsibilities set forth in this contract.

SCHOOL DISTRICT OF WAUPACA:

TEACHER:

PRESIDENT _____

TEACHER: _____

CLERK: _____

HOME ADDRESS: _____

TREASURER _____

PHONE NUMBER: _____

DATED THIS _____ DAY OF _____, 20__ AT WAUPACA, WISCONSIN

RETURN TO THE DISTRICT OFFICE BY _____.

Action by the School Board in adopting this contract is recorded in the Board minutes of _____.