SHAWANO SCHOOL DISTRICT

PROFESSIONAL STAFF HANDBOOK



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Shawano School District
Professional Staff Handbook

This Teacher Handbook is a summary of some of the employment policies, procedures, and rules of the Shawano School District. It has been prepared to acquaint employees with the policies, procedures, and rules, and to provide for the orderly and efficient operation of the District. Most of employee questions will be answered in this Handbook. However, if there are questions regarding the Handbook, or matters that are not covered, they should be directed to the direct supervisor.

This Professional Staff Handbook has been prepared for informational purposes only. None of the statements, policies, procedures, or rules, contained herein constitute a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, expressed or implied. Employment is not for any definite period, unless otherwise set forth in writing by contract or by statute. The Board reserves the right to add, delete or change any or all of the provisions herein as it feels necessary for the good of the District.

EQUAL EMPLOYMENT OPPORTUNITY

The District will not discriminate against any employee or applicant for employment on the basis of age, race, creed, color, sex, marital status, national origin, religion, disability, sexual orientation, citizenship, pregnancy, political affiliation, arrest record, conviction record, military service, use or nonuse of lawful products off the District's premises during nonworking hours, and any other classification protected by state or federal law. See Board Policy 3122 for further details.

GENERAL CONDITIONS OF EMPLOYMENT

PROFESSIONAL STAFF AND TEACHER CERTIFICATION

The term "Professional Staff" includes teachers, and administrative employees that are responsible for oversight of a component or components of the District or assistants to such persons. The term *teacher* means any person who is required to hold a certificate issued by the Department of Public Instruction (e.g., classroom teachers, counselors, etc.). A teaching contract cannot be issued to any person not legally authorized to teach. All teaching contracts shall immediately terminate if and when the legal authority to teach terminates. Evidence of such legal authority to teach must be filed with the District Administrator prior to the effective date of the teaching contract. If a teacher changes his/her certification with the Department of Public Instruction, he/she must immediately notify the District Administrator in writing.

PAY POLICY

a. **PAYROLL DATES:** Professional Staff members will be paid twice monthly on the 15th and last business day of each month.

b. **DIRECT DEPOSIT**: Payroll will be distributed by direct deposit to designated bank account(s)

c. **SALARY:** Professional staff will receive notice as to their salary through individual contracts or in the case of employees without contracts, by other means of notice, prior to the beginning of each school year.

PHYSICAL EXAMINATION AND SKIN TUBERCULIN TEST

As a requirement for employment, those employees who will come in contact with children or who handle or prepare food for children as describe in state law (Wis. Stat. 118.25) will be required to have a physical examination, skin tuberculin test, and drug screening prior to the first working day. The cost of the physical examination shall be paid by the school district. The provider will be selected by the District. A special examination may be requested by the

Administration whenever an employee shows obvious signs of physical or mental problems that affect his/her performance in the classroom. The employee shall be notified of the reason for the special examination, which may include alcohol and/or drug testing. Such examination will be arranged and paid for by the District.

INDIVIDUAL CONTRACTS
Individual contracts will be issued as specified through State Statute. By accepting the individual contract, the employee acknowledges that he/she has been informed of the Employment Handbook for Professional Staff Members.

DAYS AND HOURS OF WORK
a. **SCHOOL CALENDAR:** The District will set a school calendar for each school year.
b. **WORKDAY AND PROFESSIONAL OBLIGATIONS:** The normal school day will be an eight-hour working day to include a half-hour duty free lunch period Monday through Friday. As salaried professionals, the teachers of the Shawano School District will begin their work day as indicated for their individual school building and other professional staff members' workdays shall be determined by their supervisor. Teacher days will end when their professional obligations are completed. Some examples (not all inclusive) of professional obligations are the following:
    - Attendance at IEP meetings
    - Attendance at faculty meetings
    - Attendance at open house/meet the teacher
    - Teacher initiated communication to a parent/guardian
    - Response to parent/guardian communication
    - Careful preparation of instructional material

EXTENDED CONTRACTS
Additional assignments, either on a volunteer or directed basis, may be issued to Professional Staff in the form of an extended contract that is not part of the employee's regular contract or assignment. Additional compensation associated with such assignment(s) shall be set by the Board. Extended contract assignments may include:
- Curriculum writing
- New Teacher Mentoring
- Summer School

INTERNAL SUBSTITUTION
When teachers perform professional duties, on an occasional basis, during their administrative period, they will receive no extra pay. However, teachers may be assigned to perform occasional professional duties during their lunch or preparation periods and they will be paid an hourly rate determined by the Board.

EXTRA CLASS PAY
In grades 6-12, a teacher who is assigned to teach an extra class in lieu of a prep period will be paid an additional stipend determined by the Board.

MILEAGE PAYMENTS
Where employees are required to use their personal vehicles for school purposes, they will be reimbursed for such use at the prevailing IRS allowable mileage rate, after a voucher has been properly submitted to the Business Manager upon written approval of the building principal. Vouchers must be submitted no later than on a quarterly basis in order to be paid.

EXTRA CURRICULAR
The District will support the extra and co-curricular programs utilizing the stipend information from the current school year. Payment amounts will be listed on individual

letters of appointment.

SICK LEAVE

a. **Sick Days:** All full-time employees are granted twelve (12) days sick leave for each full year of service, which is defined as the full contract days from July 1 to the following June 30. Credit for the year of hire shall be prorated for the number of complete months of service during the year. Sick leave availability accrues on July 1 following the first year or partial year of service and on each July 1 thereafter. Sick leave may not be used within a two-week notice of resignation.

   Upon exhaustion of sick leave, absences outside of a certified FMLA protected absence may be designated as unexcused and subject to disciplinary action. Staff members may use up to two (2) doctor's notes within one (1) school year to excuse an absence if sick leave is exhausted. For unexcused absences, the staff member will be responsible for the employer portion of the benefit premium for that day.

   Unused sick leave may be accumulated to a total of Two Hundred Ten (210) days. Once 210 days of sick leave has been accumulated, (12) days of sick leave will still be granted however it will not roll over into the next year. Sick leave may only be accumulated and retained by continuous service personnel. Such sick leave will be accessed by the employee when the employee is ill, or dependent family member of employee is ill, or as stipulated in other specific provisions of this handbook. If an employee has an approved FMLA for the care of a covered relation that is not a dependent, they may use up to (2) weeks of sick leave.

   Upon retirement, employee will receive $40.00 per day for accrued and unused sick leave up to Two Hundred Ten (210) days when notification of retirement is received by February 1st. Employee will receive $35.00 per day for accrued and unused sick leave up to Two Hundred Ten (210) days when notification of retirement is received by April 1. Funds will be deposited to the employee's 403b or 457 plan.

b. **Advance Notice and Use:** In the event that any employee is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the employee to notify the superintendent/or designee as far in advance as possible in writing of the anticipated time and duration of such sick leave, the reason for requesting such sick leave and medical certification that the professional staff member will be unable to perform his/her normal work function. Professional staff members will be required to begin using sick leave on the date which their treating health care provider certifies that they are medically unable to perform their normal duties. An employee on sick leave is required to notify the superintendent/or designee at the earliest possible time of the anticipated date on which the employee will be able to resume his/her normal duties.

c. **Notification procedures:** For foreseen absences, staff members should notify their building administrator as soon as possible. For unforeseen absences, staff members should have their absence submitted in Frontline by 6:00am of the date of absence in order to properly prepare for coverage for the absence. It is understood that there are times when this is not possible however consistently reporting absences after the 6:30am deadline may result in disciplinary action.

d. **Medical Certification**: The District may require a certificate from the professional staff member's treating health care provider that an employee on sick leave is medically unable to perform his/her normal duties and the District may require such medical certification from time to time until the employee returns to his/her normal duties. The District will pay for the cost of the certificate if the validity of the leave is verified and separate charges are incurred by the employee for preparation of the certification. In the event that an

employee on sick leave fails to return to work as soon as he/she is medically able to perform his/her professional duties, he/she may be deemed to have resigned his/her position with the District and to have waived all employment rights. Sick leave benefits under this provision shall be paid to the employee on sick leave only for the actual service days and/or school days missed due to medical inability to perform his/her normal duties.

e. **Return to Duty-Instructional Staff:** When an employee's return to work occurs near an end of the semester or if the District feels that it would be in the best interest of the pupils to delay the change in teachers, a teacher returning from sick leave may have his/her return to normal teaching duties delayed until a time felt appropriate by the Board or the beginning of the following semester. The Board and Superintendent have the option to require the returning teacher to perform tasks in the school other than those normally assigned to the returning teacher or to have the returning teacher perform curriculum development work until such time as the Board and Superintendent feel that teacher transition is advisable. Any continuing leave under this paragraph will not be counted against the teacher's FMLA entitlement (i.e. the 12 weeks of available leave per 12 month period).

ABSENCES OTHER THAN SICK LEAVE

a. **Funeral Leave:** Up to three (3) days of funeral leave may be granted per year per occurrence in the event of the death of immediate family. Immediate family member to include: Spouse, parent, sibling, child, grandparent, grandchild; in-laws or step- of aforementioned; domestic partner.

   One (1) day of funeral leave per occurrence for all other relation outside of immediate family.

b. **Dependent Child Care:** Dependent Care leave may be utilized for the illness of dependents. Any leave granted for dependent care will be deducted from accrued sick leave and coordinated with FMLA as applicable.

c. **Individual Personal Leave:** A teacher may use one (1) personal day a year, or two (2) personal days after five (5) Years of continuous service in the District, to conduct any matters they deem necessary; limited to these guidelines.

   No more than three (3) teachers at Shawano Community High School or two (2) teachers in any other worksite will be allowed to use this personal day on any given day. During the month of May to the end of the school year, only two (2) teachers at any worksite will be allowed to utilize this personal day.

   No teacher will be allowed to utilize this personal day(s) on Inservice Days, Parent/Teacher Conference Days, (as on the school calendar), Professional Development Days or District testing days.

   Teachers will need to have prior approval and give at least twenty-four (24) hours notice to their immediate supervisor when using their personal leave day. Individual Personal Leave Days may be accumulated to a total of two (2) days and after 5 years of continuous service to the District accumulate to a total of three (3) days. Unused personal days available at the time of separation from employment for any reason will not be paid out unless the Board otherwise agrees.

d. **Jury-Court Leave:** If a professional staff member is subpoenaed to appear before a court or tribunal, through no issue or fault of his/her own, or is required to perform jury duty, that professional staff member should receive his/her regular pay for those days upon

prior approval from the District. If a professional staff member performs jury duty/subpoena and receives his/her regular salary, he/she shall remit any pay he/she receives for jury duty/subpoena back to the District. The employee will also need to turn in a Jury Duty Verification Form completed by court personnel.

e. Authorized Leave Without Pay
Leave without pay may be granted by the Superintendent with recommendation by the principal for those occasions which are not disruptive to the normal operation of the school. Authorized leave requires a notification to be given to the building administrator immediately in the event of an unanticipated situation or one week in advance of an anticipated situation by following the appropriate notification procedures. All personal leave must be used before Leave Without Pay will be granted. Unauthorized leave without pay may lead to disciplinary action.

f. Extended Leave: After one year of service an upon exhaustion of accumulated sick leave benefits, the Board may, by special action, grant extended sick leave without pay up to a maximum of one (1) year to a professional staff member who submits such a request for consideration. Professional staff members granted extended leave will be permitted to continue insurance benefits at their own expense and may be required to do so through COBRA continuation subject to a voluntary election to do so.

g. Unauthorized Absences: All unauthorized absences shall be deducted from a teacher's pay according to the following formula: number of days absent divided by the total number of contract days, times the base contracted salary. If a request for an authorized absence is denied and the teacher willfully absences himself/herself from his/her teaching station for any day, or makes false representation to obtain such leave, this absence can be cause for discipline up to and including dismissal. Other professional staff members will be subject to disciplinary action, but only subject to wage reduction in increments shorter than one full week as permitted by law.

h. Inclement Weather: In the event classes are cancelled due to inclement weather, professional staff are still expected to work either remotely, by reporting to the classroom, or by conducting virtual class. Preplanned sick or personal time on an inclement weather day will not be reversed as the staff member is not able to work if they are using sick leave or personal leave.

i. FMLA: The District agrees to provide all leave benefits required under the Wisconsin Family Medical Leave Act, Section 103.10 Wis. Stats., as it may be amended from time to time and the federal FMLA. The benefits provided shall run concurrently with any required leave under Section 103.10 Wis. Stats. to the extent allowed by law. Leaves shall be consistent with the District FMLA policy..

a. Basic leave entitlement:
The federal FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or childbirth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, child, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work.

b. Military family leave entitlements: Eligible employees with a spouse, child, or parent on active duty or called to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven days of

leave); (2) attending certain military events and related activity; (3) arranging child care and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

i. The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the armed forces, including a member of the National Guard or reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating and for which the servicemember is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list.
ii. Paid time off for an employee and/or their family' military leave is outlined in Board Policy 3431.01

c. Benefits and protections during FMLA leave: During FMLA leave, the company will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

iii. Use of FMLA leave cannot result in the loss of any employment benefit that accrued before the start of an employee's leave.

d. Employee eligibility: The FMLA defines eligible employees as employees who (1) have worked for the company for at least 12 months; (2) have worked for the company for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite that has 50 or more employees or is within 75 miles of company worksites that, taken together, have a total of 50 or more employees.

e. Definition of "serious health condition:" A serious health condition is an illness, an injury, an impairment, or a physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school, work, or other daily activities.

iv. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a healthcare provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of "continuing treatment."

f. Use of leave: An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies also may be taken on an intermittent or a reduced work schedule

basis.

g. Substitution of paid leave for unpaid leave: Shawano School District requires employees to use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave taken because of the employees' own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, employees must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active-duty status in support of a contingency operation.

If an employee has an approved FML for the care of a covered relation that is not a dependent, they may use up to (2) weeks of sick leave

h. Employee responsibilities: Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, employees must provide notice as soon as practicable and generally must comply with the company's normal notification procedures. The company may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

Employees must provide sufficient information for the company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider, or circumstances supporting the need for military family leave. Employees also must inform the company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. The company also may require a second and, if necessary, a third opinion (at the company's expense) and, when the leave is a result of the employee's own serious health condition, a fitness-for-duty report to return to work. The company also may delay or deny approval of leave for lack of proper medical certification.

i. Company responsibilities: The company will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required, as well as the employees' rights and responsibilities. If employees are not eligible, the company will provide a reason for the ineligibility.

The company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employees' FMLA leave entitlement. If the company determines that the leave is not FMLA-protected, the company will notify the employees.

j. Other provisions: Under an exception to the FLSA in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of administrative, and professional employees. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the company has approved the employment under its Outside Employment policy and the employees' reason for FMLA leave does not preclude the outside employment.

k. Military Leave: Any professional staff member who enters service in any of the armed forces of the United States shall, upon termination of such service by honorable

discharge or evidence of good standing, be entitled to reemployment in accordance with provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 and other applicable federal and state laws.
Please see Board Policy 3431.01 for full Military Leave Policy.

HOLIDAYS:
The following days are paid holidays for professional teaching staff: Labor Day, Thanksgiving, Good Friday, and Memorial Day

BENEFITS:
The District reserves the right to select carriers, administrators and plans or to self-fund for any insurance benefits provided. Employees employed for more than fifty percent (50%0 but less than full-time will have benefits prorated accordingly. If the employee has an assignment less than fifty percent (50%), they do not qualify for benefits. Coverage will commence on the first day of the month after employment. The health and dental insurance benefits described in this manual and the appendix terminate according to the following schedule:

- If an employee resigns or is terminated during the term of his/her individual contract, the District coverage shall cease at the end of the month the resignation or termination becomes effective.

- If an employee resigns or is terminated who has completed the school year, his/her insurance coverage shall terminate as of August 31st.

In the event there is any inconsistency between the actual plan documents and this handbook or Appendix Benefits Pages, the plan documents control.

a. Health Insurance: Group health insurance will be available to those meeting eligibility requirements. The Board of Education will ensure that the appropriate filing with the IRS will be completed to ensure the insurance premium contribution will be pre-tax pursuant to an appropriate Section 125 Plan or other appropriate vehicle.

If both spouses are employed by the District and are eligible for health insurance, the employees will be eligible for one employee plus one, one family plan, or two single plans. The district will pay eighty-seven point four (87.4%) toward health insurance benefit premiums.

b. Dental Insurance: Dental insurance will be available to those meeting eligibility requirements. The District will pay eighty-seven point four percent (87.4%) toward dental insurance benefit premiums.

c. Life Insurance: The board will make life insurance of $50,000 available to qualifying professional staff members. The District will pay the full premium for each professional staff member participating in the District group life insurance program.

d. Long-Term Disability Insurance: The District will pay the full premium for each professional staff member participating in the District long-term disability insurance program at coverage levels determined by the Board.

e. Workers' Compensation: The District will provide Workers' Compensation insurance coverage as required by law.

Workers' Compensation Payment Procedure: Because the Shawano School District believes it is important for employees to be at work, the district will implement the following procedures if an employee would qualify for compensation through Workers'

Compensation.

1. If there is light duty available and it meets the restrictions set forth by the doctor, the employee will be at work and perform that light duty assignment and receive their regular rate of pay.

2. If the employee is unable to perform the light duty assignment or there is no light duty assignment available for the employee, the employee will then receive Workers' Compensation pay as required by law through Workers' Compensation.

f. Tax Sheltered Annuity (TSA) or 457 Plan A TSA program will be available to professional staff member in accordance with the District's 403(b) program. Tax sheltered annuities will be limited to no more than five (5) companies that meet Internal Revenue Service (IRS) criteria. The District may limit the number of companies available.

g. Limited Flex Benefit Plan: A Limited Flex Benefit Plan will be made available to eligible professional staff members for daycare and additional qualifying health related costs.

For detailed information on the District's limited flex benefit plan please refer to the employee section on the District's internet home page.

h. Wisconsin Retirement System: The District will comply with the requirements established by State Statute and the Department of Employee Trust Funds for contributions to the Wisconsin Retirement System (WRS).

POST-EMPLOYMENT BENEFIT:

The term "Retirement" or any variation (i.e. retire, retired, etc.) as used anywhere in this handbook shall mean the voluntary termination of employment with the District that is accepted by the Board if required and is to take effect on or after the date on which the employee attains the age of 55 years.

All benefit Tier's described below are subject to change by the Board and may not be considered vested (or guaranteed) benefits until such time as the qualifying professional staff member has submitted a request to retire at the conclusion of the then current school or contract year, or when approved by the Board, and does in fact retire.

TIER I -- Employees eligible to retire prior to the 2019-20 school year.

Full-time active employees who are the named insured in the district's health plan and have reached the age of 55 or above and have a minimum of 18 consecutive years of service in the district are eligible to retire under this tier.

District will contribute the equivalent of the current annual health insurance premium equivalent less the employee contribution percentage up to $20,000 for employees enrolled at the time of retirement in Family coverage or employee plus one coverage through the District's group health plan, or up to $9,000 for employees enrolled at the time of retirement in single coverage District's group health plan. Contributions shall be made into a premium only HRA by September 1 of each year of eligibility for the benefit, which shall be for a period of six (6) years following retirement.

Benefit will begin immediately upon retirement.

Non full-time employees will be pro-rated accordingly.

TIER IIA -- Employees eligible to retire starting with the 2019-20 school year, or later and

hired prior to January 1, 2001.

Full-time active employees who are the name insured in the district's health plan and have reached the age of 55 or above and have a minimum of 18 consecutive years of service in the district are eligible to retire under this tier.

The District will contribute the equivalent of the current annual health insurance premium less the employee contribution percentage up to $15,000 for employees enrolled at the time of retirement in family coverage or employee plus one coverage through the District's group health plan, or up to $9,000 for employees enrolled at the time of retirement in single coverage through the District's group health plan. Contributions shall be made into a premium only HRA annually no later than September 1 in any year of benefit eligibility, which shall be for a period of five (5) years following retirement.

Tier IIA Employees who retire no later than June 30, 2021 will be eligible to remain on the District's group health insurance plan as a retiree for the duration of the retirement benefit eligibility period of five (5) years or until the retiree becomes eligible for Medicare for any reason or voluntarily leaves the group plan in which case, coverage through the plan will cease; however, the remaining HRA contributions, if any, will be made. The retiree will be required to pay the applicable employee contribution amount for the elected coverage, plus any deficiency between the benefit maximum and the current District portion of the premium, to the district no later the first day of each month of coverage with the remaining portion of the premium being paid from the HRA. Any retiree who elects not to remain on the District's group health plan continuously upon retirement will not be permitted to join the plan at a later point as a retiree.

Tier IIA Employees who retire after June 30, 2021 will receive benefits described herein, but are not eligible to continue coverage in the District's group health plan as a retiree. Benefit will begin immediately upon retirement. Non full-time employees will be pro-rated accordingly. Retirees will not receive a District contribution to a Health Savings Account (HSA).

TIER IIB -- Employees eligible to retire starting with the 2019-20 school year and hired prior to July 1, 2012.

Full-time active employees who are the named insured in the district's health plan and have reached the age of 55 or above and have a minimum of 18 consecutive years of service in the district are eligible to retire under this tier. District will contribute the equivalent of the current annual health insurance premium less the employee contribution percentage up to $20,000 for employees enrolled at time of retirement in family coverage or employee plus one coverage through the District's plan, and up to $9,000 for employees enrolled at the time of retirement in single coverage through the District's plan. Contribution shall be made into a premium only HRA, annually no later than September 1 in any year of benefit eligibility, which shall be for a period of three (3) years following retirement.

Tier IIB Employees who retire no later than June 30, 2021 will be eligible to remain on the District's group health insurance plan as a retiree for the duration of the retirement benefit eligibility period of three (3) years or until the retiree becomes eligible for Medicare for any reason or voluntarily leaves the group plan in which case, coverage through the plan will cease; however, the remaining HRA contributions, if any, will be made. The retiree will be required to pay the applicable employee contribution amount for the elected coverage, plus any deficiency between the benefit maximum and the current District portion of the premium, to the district no later the first day of each month of coverage with the remaining portion of the premium being paid from the HRA. Any retiree who elects not to remain on the District's group health plan continuously upon retirement will not be permitted to join the

plan at a later point as a retiree.

Tier IIB Employees who retire after June 30, 2021 will receive benefits described herein, but are not eligible to continue coverage in the District's group health plan as a retiree. Benefit will begin immediately upon retirement.

Non full-time employees will be pro-rated accordingly.

TIER III -- Employees hired after July 1, 2012 but before July 1, 2016.

The district will contribute $3,000 in each of the first 5 years of employment for a total of $15,000 into a premium only HRA benefit account. Employees will be fully vested and eligible for this benefit after seven (7) years of consecutive service to the district. No partial vesting shall occur. Deposits will be made in September after the designated employment year if the employee continues to be employed by the Shawano School District.

Non full-time employees will be pro-rated accordingly.

Tier III Employees are not eligible to continue coverage in the District's group health plan after the employee has retired.

Tier IIIA -- Employees hired after July 1, 2016.

The district will contribute $5,000 to the employee's 403b, 457, or other approved form of individual retirement account at the conclusion of employment years five (5), ten (10) and fifteen (15) for a total of $15,000. Deposits will be made in September after the designated employment year if the employee continues to be employed by the Shawano School District.

Non full-time employees will be pro-rated accordingly.

Tier III Employees are not eligible to continue coverage in the District's group health plan after the employee has retired.

GENERAL RULES OF CONDUCT:

To ensure the best possible work environment, Shawano School District expects staff to follow rules of conduct that would protect the safety and interests of all staff, students, and guests of Shawano School District.

Disciplinary action or termination of employment can be dependent upon numerous factors, including, but not limited to, the severity of the conduct, the frequency of the conduct, the impact of the conduct on the workplace, overall performance and employment history.

The following acts are examples of the types of conduct that are prohibited by Shawano School District. This list is not all inclusive:

- Unauthorized disclosure of confidential information contained in personnel, student or other records of Shawano School District
- Deliberate or willful violation of Shawano School District's equal employment opportunity and harassment policies
- Excessive unexcused absences
- Possession of dangerous or unauthorized materials in the workplace, such as explosives or firearms
- Use and/or possession of illegal narcotics or other dangerous drugs on Shawano School District property, included reporting to work under the influence of drugs
- Unauthorized use and/or possession of intoxicating beverages, including reporting to work

under the influence of intoxicating beverages.

- Abuse, destruction, misappropriation, or theft of Shawano School District's property, computers, leased equipment, and vehicles or the property of other staff
- Disorderly conduct, including fighting, horseplay, abusive or threatening language directed towards staff, students, or others while in the course and scope of SSD business.
- Insubordination, threatening, intimidating, disrespecting, or assaulting a supervisor, co-worker, student, or staff member.
- Leaving the job or work assignment without permission during regularly scheduled working hours
- Failure to work in a safe manner, sleeping on the job, and/or endangering the health of yourself or others
- Violation of the Use of Tobacco and Nicotine policy: Board policy po3215
- Engaging in illegal, immoral, or indecent conduct on Shawano School District premises
- Misuse of time
- Violation of Board Policy

EVALUATIONS

Shawano School District will use the Educator Effectiveness System for teacher and principal evaluation. The system will be administered as established by the Board and consistent with requirements established by the Wisconsin Department of Public Instruction. Shawano School District Evaluators may conduct evaluation activities, observations, plans of improvement, letters of direction, and other such efforts as determined appropriate, which may be separate from the Educator Effectiveness system.

REDUCTION IN FORCE, POSITION AND HOURS

A. REASONS FOR REDUCTION IN FORCE: In the event the District determines to reduce the number of positions (full reduction) or the number of hours in any position (partial reduction), the provisions set forth in this section shall apply.

B. NOTICE OF REDUCTION: The District will provide notice of reduction in accordance with individual contracts and applicable law.

C. SELECTION FOR REDUCTION: The District reserves the right to reduce the number of positions (full reduction) or reduce the full-time equivalency of any particular position (partial reduction). In deciding which positions to reduce or eliminate as well as the individuals affected, the District shall act in the best interest of student needs and districts' needs. Factors taken into account may include, but are not limited to, performance evaluations, experience, certification, length of service, positive contributions to building and district initiatives and other relevant considerations.

DISCIPLINE, NON RENEWAL AND TERMINATION

A. STANDARD FOR NON-RENEWAL FOR TEACHERS: A professional staff member subject to statutory non-renewal provisions may be non-renewed for reasons which are not arbitrary or capricious, and such non-renewal shall not be deemed a termination and will not be subject to the District's grievance procedure. Such non-renewal shall be exclusively subject to the provisions of section 118.22 or 118.24, Wis. Stats.

B. STANDARD FOR DISCIPLINE AND TERMINATION: A professional staff member may be disciplined or terminated for reasons which are not arbitrary or capricious. Such discipline or termination shall be subject to the District's grievance procedure.

C. DISCIPLINARY MATERIALS: Copies of any disciplinary material(s) shall be provided to the

employee before such material(s) is/are placed in an employee's personnel file. The employee shall have the opportunity to reply to such materials and affix his/her reply to said material(s).

GRIEVANCE PROCEDURES:
The District's Grievance Procedure applicable to professional staff members can be found in Policy 3340 in the school board policies, accessible through the district's website.

HARASSMENT:
The Shawano School District does not tolerate harassment in any form and will take all necessary and appropriate action to eliminate it, up to and including discipline of the offenders. It is the policy of the district to maintain and promote a learning environment and working conditions free of any form of harassment or intimidation towards and between students or its employees. This policy prohibits such harassment by any employee, student, parent, or other third party against the District's employees. See Board Policy 3362. The policy provides more detail regarding this matter and provides employees with the appropriate procedures for raising complaints.

DRUG-FREE WORKPLACE
The Board believes that quality education is not possible in an environment affected by illegal drugs or illegal drug use. It will seek, therefore, to establish and maintain an educational setting, which is not tainted by the illegal use or evidence of illegal use of any controlled substance. For further information, see Board Policy 3122.01.

EMPLOYMENT
To more adequately safeguard students and staff members, the Board may inquire into the background of persons recommended for employment or those presently employed by the District.

STAFF CONDUCT
Information on the expectations regarding appropriate staff conduct is available under Board Policy. All employees are expected to correspond with the values accordingly. Violations of this policy will subject the employee to disciplinary action as determined by the District Administrator.

PROCUREMENT CARD PROGRAM
The district will issue authorized employees procurement cards (PCards) to be used for district purchases. Employees who make unauthorized purchases with district procurement cards will be responsible for full reimbursement to the district, including any administrative fees assessed by the card company. Reference Board Policy 6424.