

OREGON SCHOOL DISTRICT
BOARD OF EDUCATION
POLICY COMMITTEE MEETING
2024-25

DATE: July 16, 2024
TIME: 5:30 P.M. - 7:30 P.M.
PLACE: Innovations Center Conference Room, Oregon High School
456 N. Perry Pkwy, Oregon, WI 53575

Order of Business

Call to Order

Roll Call

Proof of Notice of Meeting and Approval of Agenda

Approval of Minutes of Previous Meeting(s)

AGENDA

A. Public Comment Regarding Agenda Items

B. Old Business

1. Title IX - 165 (Students)
2. Title IX - 166 (Employees)

C. New Business

1. Employee Handbook 2024-25

D. Future Business:

1. TBD

E. Future Meeting: TBD

F. Adjournment

Notice is hereby given that a majority of the Oregon School Board may be present at the meeting of the Policy Committee scheduled to discuss subjects over which they may have decision-making responsibility. This constitutes a meeting of the Oregon School Board and must be noticed as such although the School Board will not take any formal action at this meeting.

Go to: [www.OregonSD.org/board meetings/agendas](http://www.OregonSD.org/board%20meetings/agendas) for the most updated version agenda.

MINUTES OF THE POLICY COMMITTEE OF THE SCHOOL BOARD OF OREGON SCHOOL DISTRICT HELD ON JUNE 25, 2024

The regular meeting of the Policy Committee of the School Board of the Oregon School District was called to order by Dr. Mary Lokuta at 5:00 PM in the Oregon School District Office Staff Break Room.

Committee Members Present: Dr. Mary Lokuta, Ahna Bizjak and Leslie Wright.

Other Board Members Present: Krista Flanagan and Dr. Caleb Bush.

Administrators present: Dr. Leslie Bergstrom, Jina Jonen, and Dr. Shannon Anderson

Others present: Jasmin Hammes

Proof in the form of a certificate by the Oregon Observer of communications and notice given to the public and the Oregon Observer, and a certification of posting as required by Section 19.84 Wisconsin Statutes as to the holding of this meeting was presented by Dr. Lokuta.

Ms. Bizjak moved to approve the agenda as posted. Ms. Bizjak voted yes. Ms. Wright voted yes. Dr. Lokuta voted yes. Motion approved 3-0.

Ms. Wright moved to approve the May 30, 2024 minutes. Ms. Wright voted yes. Ms. Bizjak voted yes. Dr. Lokuta voted yes. Motion approved 3-0.

A. Public Comment: None

B. Old Business:

1. None

C. New Business:

1. Policy 711 - Health Services. Discussion held. It was recommended this policy be deleted and the relevant parts combined with Policy 712.

2. Policy 712 - Emergency Nursing Services. Discussion held. Ms. Bizjak moved to delete Policy 711 and approve Policy 712 with the changes discussed. Ms. Bizjak voted yes. Ms. Wright voted yes. Dr. Lokuta voted yes. Motion approved 3-0.

D. Future Business:

1. Employee Handbook 2024-25

E. Future Meetings: July 16, 2024 from 5:30 - 7:30 p.m.

F. Adjournment: Ms. Wright moved to adjourn. Ms. Wright voted yes. Ms. Bizjak

voted yes. Dr. Lokuta voted yes. Motion approved 3-0. Meeting adjourned at 6:15 PM.

NEW POLICY

Policy 165: Sex Discrimination Under Title IX Students and Other Applicable Individuals

WORKING DRAFT - IN PROGRESS

165.01 Title IX of the Education Amendments of 1972 and its implementing regulations in 34 C.F.R. Part 106 (collectively "Title IX"), and Wis. Stat. §118.13 and Wisconsin Administrative Code Ch. PI 9 (collectively "State Law"), prohibit discrimination, including harassment, on the basis of sex against students in an education program or activity. This policy is only intended to address sexual discrimination under Title IX. Where Title IX does not apply, all other forms of discrimination and harassment (including sexual harassment under State Law) against students or other applicable individuals based on categories protected by state law and/or Board Policy are addressed in Policy 157.

165.02 The District shall adopt and implement a notice of discrimination and administrative guidelines and procedures that are in compliance with Title IX.

165.03 The District shall provide notice to students, families, employees, applicants, the Oregon Education Association and all other persons of this policy and administrative guidelines and procedures as required by Title IX.

Adopted: August 10, 2020

Revised: September 1, 2021; July 22, 2024

Legal References: Title IX of the Education Amendment of 1972
Title IX regulations, 34 C.F.R. Part 106
Wis. Stat. §118.13
Wisconsin Administrative Code PI 9

165.04 Title IX - Administrative Guidelines and Procedures

These guidelines are in effect for discrimination that is alleged to have occurred on or after August 1, 2024. For discrimination that is alleged to have occurred prior to that time, the District shall refer to the policies applicable to the specific time period alleged.

Notice of Nondiscrimination

The District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in employment.

Inquiries about Title IX may be referred to the District's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights (*See Appendix A*) or both. The District's Title IX Coordinators' are:

Lead Coordinator:

Jina Jonen

Legal Counsel / Director of Human Resources

District Office

123 E. Grove Street

Oregon, WI 53575

P: (608) 835-4015

E: jljonen@OregonSD.org

Coordinator:

Maggie Zywicki

Associate Principal

Oregon High School

456 N. Perry Pkwy

Oregon, WI 53575

P: (608) 835-4303

E: mazywicki@oregonsd.net

Coordinator:

Amie Mitchell

School Social Worker

Oregon High School

456 N. Perry Pkwy

Oregon, WI 53575

P: (608) 835-4471

E: ammitchell@oregonsd.net

The District's nondiscrimination policy and grievance procedures are located on the District's website: <https://www.oregonsd.org/well-being/equity-inclusion>. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to the District's website here: <https://www.oregonsd.org/well-being/equity-inclusion>

This policy is only intended to address discrimination against students, employees and other applicable individuals under Title IX. All other forms of discrimination and harassment, including sexual harassment and discrimination under State Law, are addressed in Policy 157.

I. Definitions

A. Sex Discrimination

Treating someone differently based upon their gender (sex), including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, family, parental or marital status, sexual orientation, or gender identity. Examples of specific types of discrimination covered under Title IX include sexual harassment, failure to provide equal athletic opportunity, and sex-based discrimination in courses and programs.

The District may not treat individuals differently or separate them on the basis of sex in a manner that subjects the person “to more than de minimis harm.”¹

B. Sexual Harassment

Sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

1. Quid pro quo harassment.

An employee, agent, or other person authorized by the recipient to provide an aid, benefit, or service under the recipient’s education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person’s participation in unwelcome sexual conduct;

2. Hostile environment harassment.

Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person’s ability to participate in or benefit from the recipient’s education program or activity (i.e., creates a hostile environment).

Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- (a) The degree to which the conduct affected the complainant’s ability to access the recipient’s education program or activity;
- (b) The type, frequency, and duration of the conduct;
- (c) The parties’ ages, roles within the recipient’s education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
- (d) The location of the conduct and the context in which the conduct occurred; and
- (e) Other sex-based harassment in the recipient’s education program or activity; or

3. Specific offenses.

- (a) Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
- (b) Dating violence meaning violence committed by a person: (A) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) Where the existence of such a relationship shall be determined based on a consideration of the

¹ The regulations advise that adopting a policy or engaging in a practice that prevents a person from participating in an education program or activity consistent with the person’s gender identity subjects a person to more than de minimis harm on the basis of sex.

following factors: (1) The length of the relationship; (2) The type of relationship; and (3) The frequency of interaction between the persons involved in the relationship;

(c) Domestic violence meaning felony or misdemeanor crimes committed by a person who: (A) Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the recipient, or a person similarly situated to a spouse of the victim; (B) Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (C) Shares a child in common with the victim; or (D) Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction; or

(e) Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (A) Fear for the person's safety or the safety of others; or (B) Suffer substantial emotional distress.

C. Complainant

The following persons may make a complaint regarding sexual harassment:

1. A student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations;
2. A person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the recipient's education program or activity at the time of the alleged sex discrimination;
3. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or
4. The District's Title IX Coordinator.

The following persons may make a complaint regarding sex discrimination other than sexual harassment:

1. Any person described in paragraphs 1-4 above;
2. Any District student or employee; or
3. Any person other than a student or employee who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

D. Complaint

An oral or written request to the recipient that objectively can be understood as a request for the recipient to investigate and make a determination about alleged discrimination under Title IX or its regulations.

E. Disciplinary Sanctions

Consequences imposed on a respondent following a determination under Title IX that the respondent violated the recipient's prohibition on sex discrimination.

“Education program or activity” includes locations, events, or circumstances over which the recipient exercised substantial control over both the individual who has been reported to be the perpetrator of conduct that could constitute sex discrimination under Title IX and the context in which the sex discrimination occurred. This definition does not include education programs or activities that occur outside the United States.

F. Party

A complainant or respondent. If a party is a student with a disability, the Title IX Coordinator must determine how to comply with IDEA and/or 504 during the grievance procedure and implementation of supportive measures by consulting with one or more members of the party’s IEP or 504 plan team.

G. Relevant

Related to the allegations of sex discrimination under investigation as part of these grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

H. Remedies

Measures provided, as appropriate, to a complainant or any other person the recipient identifies as having had their equal access to the recipient’s education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person’s access to the recipient’s education program or activity after a recipient determines that sex discrimination occurred.

I. Respondent

A person who is alleged to have violated the recipient’s prohibition on sex discrimination.

J. Retaliation

Intimidation, threats, coercion, or discrimination against any person by the recipient, a student, or an employee or other person authorized by the recipient to provide aid, benefit, or service under the recipient’s education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

K. Supportive measures

Individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to: (1) Restore or preserve that party's access to the recipient's education program or activity, including measures that are designed to protect the safety of the parties or the recipient's educational environment; or (2) Provide support during the recipient's grievance procedures or during an informal resolution process.

Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

II. Notice of Allegations

Upon initiation of the District's Title IX grievance procedures, District's will notify the parties of the following:

- The District's Title IX grievance procedures and any informal resolution process;
- The sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
- Retaliation is prohibited; and
- The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence.

If, in the course of an investigation, District's decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice provided or that are included in a complaint that is consolidated, the District will notify the parties of the additional allegations.

III. Reporting Sex Discrimination under Title IX

Any employee with knowledge of conduct that reasonably may constitute sex discrimination in its education program or activity must immediately report sex discrimination to the Title IX Coordinator. In the event that the sex discrimination involves conduct by the Title IX Coordinator against a student, such employees or officials must report the alleged conduct to the District Administrator.

Any person (including a person not alleged to be the victim of sex discrimination) may report sex discrimination at any time, including during non-business hours, to the Title IX Coordinator by mail, by telephone, by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

If a student informs an employee of a student's pregnancy or related condition, the employee must: 1) promptly provide the student with the Title IX Coordinator's contact information; and 2) inform the student that the Title IX Coordinator can offer specific actions to prevent sex discrimination and ensure their equal access to the school's programs and activities. The employee should also inform a Student Services staff person to offer additional support and assistance to the student and parent/guardian.

IV. Response to Report of Sex Discrimination under Title IX

When the District has knowledge of conduct that reasonably may constitute sex discrimination under Title IX, a complainant and respondent may be identified (collectively "parties"). The Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without filing a formal complaint, and explain to the complainant the process for filing a formal complaint.

The Lead Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures, taking prompt and effective action to end sex discrimination, prevent its recurrence, and remedy its effects, ensuring appropriate training for employees, ensuring compliance with record keeping and confidentiality requirements and reviewing reporting procedures for barriers to optimize reporting of conduct that reasonably may constitute sex discrimination.

The District must maintain as confidential any supportive measures provided to the Complainant to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

V. Emergency Removal/Administrative Leave

The District may remove a respondent from employment and/or the education program or activity on an emergency basis. Before any emergency removal is permitted, the District shall (1) undertake an individualized safety and risk analysis, (2) determine that an immediate threat to the health or safety of students, staff or other individual justifies removal, and (3) provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. The District may place a non-student employee respondent on administrative leave, including during the pendency of a grievance process.

The District shall also comply with any applicable requirements under Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Individuals with Disabilities Education Act when removing a respondent from the education program or activity or placing a respondent on administrative leave.

VI. Formal Complaint

A formal complaint is a document filed by a complainant, or filed by a parent or guardian on behalf of a complainant, or signed by the Title IX Coordinator, alleging sex discrimination against a respondent and requesting the District investigate the allegation of sex discrimination. At the time a formal complaint is filed (either by the complainant, parent or guardian, or the Title IX Coordinator), the named complainant must be participating in or attempting to participate in the education program or activity of the District. [Title IX Complaint Form OSD](#)

A formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, by using the contact information for the Title IX Coordinator. A document filed by a complainant means a document or electronic submission that contains the complainant's physical or digital signature or otherwise indicates that the complainant, or a parent or guardian acting on behalf of a complainant, is the person filing the formal complaint. If the District receives a formal complaint, the District must follow the grievance process outlined in this policy.

If a Complainant does not wish to file a Formal Complaint, a Title IX Coordinator may determine whether to sign the complaint. The Title IX Coordinator may not sign the Formal Complaint against the wishes of the Complainant if involving the Complainant in the grievance process would be clearly unreasonable in light of the known circumstances. The Title IX Coordinator does not become a Complainant or party to the complaint by signing a Formal Complaint.

The District may consolidate formal complaints as to allegations of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sex discrimination arise out of the same facts or circumstances.

VII. Grievance Process

The District has adopted these grievance procedures that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in its education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or the Title IX regulations.

The District's grievance process shall include all the basic requirements under Title IX:

- The District will treat complainants and respondents equitably.
- Any individual designated by the District as a Title IX Coordinator, investigator, decision-maker, appeal-decision maker, or facilitator of an informal resolution shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

- A decisionmaker may be the same person as the Title IX Coordinator or investigator.
- There shall be a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

A. Written Notice

When the District has knowledge of sex discrimination under Title IX in an education program or activity of the District against an individual, including a student, in the United States, the District shall respond promptly in a manner that is not deliberately indifferent.

Upon receiving a formal complaint, the District shall provide a written notice to the parties who are known.

The written notice shall include:

1. Notice of the District's grievance process, including any informal resolution process;
2. Notice of the allegations potentially constituting sexual discrimination or harassment, including sufficient details known at the time of the notice (identities of the parties involved in the incident, the conduct allegedly constituting sex discrimination, and the date and location of the alleged incident);
3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
4. A statement that the parties may request to inspect and review evidence that is directly related to the allegations raised in the formal complaint;
5. A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney; and
6. Notice to the parties of any provision in the District's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the notice, the District shall provide notice of the additional allegations to the parties whose identities are known.

B. Dismissal of Formal Complaint

Dismissal Standard

The District may dismiss a complaint of sex discrimination if:

The District is unable to identify the respondent after taking reasonable steps to do so;

The respondent is not participating in the District's education program or activity and is not employed by District;

The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or

The District determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX.

Before dismissing the complaint, the District will make reasonable efforts to clarify the allegations with the complainant.

Upon Dismissal

Upon dismissal, the District will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then District will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The District will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint. If the dismissal occurs after the respondent has been notified of the allegations, then District will also notify the respondent that the dismissal may be appealed.

When a complaint is dismissed, District will, at a minimum:

Offer supportive measures to the complainant as appropriate;

If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and

Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within the District's education program or activity

D. Informal Resolution

Following the filing of a formal complaint, and at any time prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process where appropriate, including mediation, which does not involve a full investigation and adjudication.

An informal resolution process is not available to resolve allegations that an employee sexually harassed a student, and the District shall not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sex discrimination under Title IX.

The District shall not require the parties to participate in an informal resolution process, and must obtain the parties' voluntary written consent to the informal resolution process.

The District may end the resolution process if it believes that any party is not operating in good faith. If this happens, the formal grievance process will resume.

Before initiation of the process, the District must provide the parties a notice containing the allegations, a description of the process, the right to withdraw from the process at any time before a resolution is reached and notice that upon resolution the parties cannot initiate or resume a grievance concerning the same allegations.

The informal process facilitator cannot be the same person as the investigator or decision-maker of the complaint, cannot have a conflict of interest, and must be properly trained.

Examples of informal resolutions include, but are not limited to, apologies, education, training, no-contact agreements, restrictions on participation in programs, activities or events, and disciplinary sanctions.

Any such informal resolution process should be resolved within sixty (60) days of the written notice described in this paragraph, unless additional time is needed as determined by the District.

A signed resolution agreement is binding on all parties.

E. Investigation of Formal Complaint

The District shall designate a Title IX Investigator to investigate the allegations in a formal complaint and ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the

District and not on the parties. (*See Appendix A*). The investigation process instituted by the District shall treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sex discrimination has been made against the respondent and by following a grievance process that complies with Title IX before imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

During the investigation, the District shall:

1. Not restrict the ability of either party to gather and present relevant evidence, or to discuss the allegations under investigation;
2. Provide equal opportunity for the parties to present witnesses and other inculpatory and exculpatory evidence;
3. Provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. However, the District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
4. Provide to the party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
5. Provide both parties an equal opportunity to inspect and review the relevant and permissible evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, as well as inculpatory and exculpatory evidence, whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation;
6. Review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible, regardless of relevance;
7. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
8. Within 35 days of receiving the complaint, send a written draft investigative report to each party and the party's advisor, if any, and the evidence subject to inspection and review, in an electronic format or a hard copy. The parties shall

have 10 days for the opportunity to submit a written response to the evidence and/or draft report, which the investigator will consider prior to completion of the investigative report;

9. Within 10 days of receiving responses from the party, complete a final written investigative report that fairly summarizes relevant evidence and send to the decision-maker with a copy to each party and the party's advisor, if any.

F. Determination Regarding Responsibility

The District shall identify a decision-maker who will issue a written determination regarding responsibility on the formal complaint, within 20 days of receiving the final report. (*See Appendix A*). Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the decision-maker shall determine whether sex discrimination occurred, applying the preponderance of the evidence standard.

To do so, the decision-maker must make an objective evaluation of all relevant evidence (both inculpatory and exculpatory) and must not make credibility determinations based on a person's status as a complainant, respondent, or witness.

The decision-maker may question any party or witness if necessary to adequately assess a party's or witnesses's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination. In order to do so, the decision-maker shall provide written notice to the party in advance, with a copy to the other party, and to provide the party the opportunity to have a parent or guardian or other representative present. If new evidence is obtained through the questioning, the other parties shall have an opportunity to rebut such evidence prior to the written decision being issued.

G. Decision-maker's Written Determination

The written determination shall include all of the following:

1. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve access to the District's education program or activity will be provided by the District to the complainant; and
2. The District's procedures and permissible bases for the complainant and respondent to appeal, including notice of the right of a student complainant to appeal a final determination to the state superintendent of public instruction and procedures for making that appeal.

If the decision is made that it is more likely than not that the Respondent violated this policy, the decision-maker(s) or the decision-maker's designee shall determine appropriate sanction(s).

The District must comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and

If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:

- Coordinate the provision and implementation of remedies to a complainant and other people the District identifies as having had equal access to the District's education program or activity limited or denied by sex discrimination;
- Coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and
- Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity.

The District may not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination whether sex discrimination occurred.

The District may not impose disciplinary sanctions on a respondent for sex discrimination prohibited under Title IX unless there is a determination that the respondent engaged in prohibited sex discrimination.

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

H. Possible Sanctions and Remedies

Following a determination that sex-based harassment occurred, the District may impose disciplinary sanctions, which may include detention, suspension or expulsion. The District may also provide a range of remedies, which may include counseling, no-contact orders, or other appropriate remedies that reflect a continuation or addition of supportive measures.

I. Supportive Measures

The District will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the

District's education program or activity or provide support during the District's Title IX grievance procedures or during the informal resolution process. The range of supportive measures include those defined above.

J. Appeal

Appeals of the Title IX decision-maker shall go to the District Superintendent, or the Board President's designee where there may be a conflict. The District shall offer both parties an appeal from a determination regarding responsibility, and from a dismissal of a formal complaint. A party must file an appeal along with the rationale for the appeal within 5 days of issuance of the written determination on responsibility or dismissal of a formal complaint. An appeal must be based upon one of the following:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility was made, that could affect the outcome of the matter; and,
3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that affected the outcome of the matter.

As to all appeals, the District shall:

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
2. Ensure that the appeal decision-maker has been trained consistent with Title IX regulations and did not take part in an investigation of the allegations or dismissal of the complaint;
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
4. Issue a written decision describing the result of the appeal and the rationale for the result, which shall be issued within 10 days of receiving the appeal, unless the appeal decision-maker needs additional time; and,
5. Provide the written decision on appeal simultaneously to both parties.

If the appeal decision-maker determines one of the above grounds for appeal is satisfied, the matter may be returned for further review of the investigation report by a new decision-maker(s). If the grounds for appeal relate to the investigation, or warrant additional investigation, the new decision-maker(s) may refer the matter to further

investigation before proceeding. Upon further review, the new decision-maker(s) shall utilize the same process as required for all Formal Complaints under this Policy.

K. Timeframe for Determination

The conclusion of the grievance process, including any appeal, shall be done in a reasonably prompt timeframe, but no more than ninety (90) days from the date the complaint is received. At any point during the process, the parties may agree to an extension of the timelines in the grievance process, including the 90-day timeframe to complete the grievance process or extend this timeline for good cause, as permissible by law.

IX. Retaliation Prohibited

Neither the District nor any person may intimidate, threaten, coerce or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this Policy, or because the individual has made a report or complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding or hearing under this Policy.

Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sex discrimination, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

Complaints alleging retaliation may be filed according to the complaint procedures for sex discrimination under this Policy.

X. Confidentiality

The District will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedure. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties cannot engage in retaliation, including against witnesses.

The District may not seek, use or disclose:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional and which are made and maintained in connection with the provision of treatment to the party, unless the District obtains the voluntary written consent of the party or the party's parent or guardian.
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

XI. Recordkeeping

A. The District shall maintain for a period of seven years, records of:

1. For each complaint, records related to informal resolution or grievance procedure and outcome.
2. For each notification received by a Title IX Coordinator of possible conduct under Title IX, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sex discrimination
3. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process with regard to sex discrimination,

B. With respect to each response, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it took measures designed to restore or preserve access to the District's educational program or activity. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

XII. Training

The District shall ensure that the Title IX Coordinators, investigators, decision-makers, appeal decision-makers and facilitators of informal resolution processes, receive training annually on Title IX, including the definition of sex discrimination, the scope of the District's education program or activity, the District's obligation to address sex discrimination, the scope of conduct that constitutes sex discrimination, how to

conduct an investigation and grievance process including appeals impartially, the meaning of relevant and impermissible evidence and the informal resolution processes.

The District shall ensure investigators receive training on how to create an investigative report that fairly summarizes relevant evidence.

The District shall ensure decision-makers receive training on issues of relevance of questions and evidence, including questions and evidence about a Complainant's prior sexual behavior.

The District shall provide training annually to all employees regarding Title IX, including the District's obligation to address sex discrimination, and the Scope of conduct that constitutes sex discrimination including definition of sex-based harassment, notification and information requirements.

XIII. Pupil Harassment under State Law

Under state law, pupil harassment includes behavior towards pupils based, in whole or in part, on sex, which substantially interferes with a pupil's school performance or creates an intimidating, hostile, or offensive school environment. Any such pupil harassment may be reported to the Title IX Coordinator. The Title IX Coordinator or their designee shall be responsible for addressing such allegations, including conducting an investigation, if appropriate, pursuant to this Policy and Policy 157.

If a student, or parent or guardian acting on behalf of the student, files a complaint alleging harassment on the basis of sex only under state law, the Title IX Coordinator or their designee shall consider any appropriate action, including requiring the student to follow any general student harassment procedure adopted to comply with state law prohibiting harassment based on sex. However, the Title IX Coordinator may determine that it is appropriate to proceed with the complaint under this Title IX sex discrimination policy, including resolution of the allegations under the grievance process.

Legal References: Title IX of the Education Amendment of 1972
Title IX regulations, 34 C.F.R. Part 106
Wis. Stat. §118.13
Wisconsin Administrative Code PI 9

Adopted August 10, 2020

Revised: September 1, 2021, July 22, 2024

Appendix A - Title IX Roles

Lead Title IX Coordinator	Jina Jonen Legal Counsel / Director of Human Resources District Office 123 E. Grove Street Oregon, WI 53575 P: (608) 835-4015 E: jljonen@OregonSD.org
Title IX Coordinator	Amie Mitchell School Social Worker Oregon High School 456 N. Perry Pkwy Oregon, WI 53575 P: (608) 835-4471 E: ammittchell@OregonSD.org
Title IX Coordinator	Maggie Zywicki Associate Principal Oregon High School 456 N. Perry Pkwy Oregon, WI 53575 P: (608) 835-4303 E: mazywicki@OregonSD.org
Title IX Investigator	Dr. Shannon Anderson Director of Student Services District Office 123 E. Grove Street Oregon, WI 53575 P: (608) 835-4008 E: sla@OregonSD.org
Title IX Investigator	Jina Jonen Legal Counsel / Director of Human Resources District Office 123 E. Grove Street Oregon, WI 53575 P: (608) 835-4015 E: jljonen@OregonSD.org

Title IX Investigator	Jim Pliner Principal Oregon High School 456 N. Perry Pkwy Oregon, WI 53575 P: (608) 835-4301 E: jrp@OregonSD.org
Title IX Decision Maker	Jina Jonen Legal Counsel / Director of Human Resources District Office 123 E. Grove Street Oregon, WI 53575 P: (608) 835-4015 E: jljonen@OregonSD.org
Title IX Appeal	Dr. Leslie Bergstrom District Superintendent District Office 123 E. Grove Street Oregon, WI 53575 P: (608) 835-4003 E: lcb2@OregonSD.org

Appendix B - Office of Civil Rights Contact Information

Online: You may file a complaint with OCR using OCR's electronic complaint form at the following website: <http://www.ed.gov/about/offices/list/ocr/complaintintro.html>.

Mail or Facsimile: You may mail or send by facsimile information to:.

Office for Civil Rights,
Chicago Office
U.S. Department of Education
John C. Kluczynski Federal Building
230 S. Dearborn Street, 37th Floor
Chicago, IL 60604
Telephone: (312) 730-1560
Facsimile: (312) 730-1576
Email: OCR.Chicago@ed.gov

You may use OCR's [Discrimination Complaint Form](#) or write your own letter. If you write your own letter, please include:

- The complainant's name, address and, if possible (although not required), a telephone number where the complainant may be reached during business hours;
- Information about the person(s) or class of persons injured by the alleged discriminatory act(s) (names of the injured person(s) are not required);
- The name and location (city and state) of the institution that committed the alleged discriminatory act(s); and
- A description of the alleged discriminatory act(s) in sufficient detail to enable OCR to understand what occurred, when it occurred, and the basis for the alleged discrimination.

Email: You may email OCR's [Discrimination Complaint Form](#) or your own signed letter to ocr@ed.gov. If you write your own letter, please include the information identified above.

Policy 166: Title IX: Sexual Harassment Employees

Title IX of the Education Amendments of 1972 and its implementing regulations in 34 C.F.R. Part 106 (collectively "Title IX"), Title VII of the Civil Rights Act of 1964 ("Title VII"), and the Wisconsin Fair Employment Act (Wis. Stat. §§111.31-111.395), all protect employees from discrimination, including harassment, on the basis of sex. The Oregon School District ("District") does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX not to discriminate in such a manner. The requirement not to discriminate in the District's education programs and activities extends to employment. Inquiries about the application of Title IX may be referred to the Title IX Coordinator or the Assistant Secretary for Civil Rights of the United States Department of Education, or both. Contact information for the Title IX Coordinator is provided below.

This policy is only intended to address sexual harassment against employees under Title IX. Any other type of discrimination and harassment (including sexual harassment under Title VII or the Wisconsin Fair Employment Act) against employees, based on race, color, national origin, age, sex, sexual orientation, pregnancy, creed or religion, genetic information, disability, marital status, citizenship status, veteran status, ancestry, arrest record, conviction record, or any other status protected by law, is addressed in Policy 157.

Sexual harassment against students under Title IX is addressed in this policy.

I. Definition of Sexual Harassment under Title IX

Sexual harassment under Title IX means conduct on the basis of sex that satisfies one or more of the following:

- (1) An employee of the District conditioning the provision of an aid, benefit, or service of the District on another employee's participation in unwelcome sexual conduct;
- (2) Unwelcome conduct that is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- (3) Sexual assault, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), dating violence, as defined in 34 U.S.C. § 12291(a)(10), domestic violence, as defined in 34 U.S.C. § 12291(a)(8), or stalking, as defined in 34 U.S.C. § 12291(a)(30).

II. Notice of Sexual Harassment under Title IX

When the District has actual knowledge of sexual harassment under Title IX in an education program or activity of the District against an employee, in the United States, the District shall respond promptly in a manner that is not deliberately indifferent.

“Actual knowledge” means notice of sexual harassment or allegations of sexual harassment under Title IX to (1) the District’s Title IX Coordinator; (2) any official of the District who has authority to institute corrective measures on behalf of the District; or (3) any employee of the District.

“Education program or activity” includes locations, events, or circumstances over which the recipient exercised substantial control over both the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX and the context in which the sexual harassment occurred. This definition does not include education programs or activities that occur outside the United States.

III. Identification of Title IX Coordinators

The Associate Principal at OHS and the grades 7-12 Social Worker are designated as the “Title IX Coordinators” and authorized by the District to coordinate its efforts to comply with Title IX and this Policy. The contact information for the Title IX Coordinator is as follows:

Maggie Zywicki
Oregon High School
456 N. Perry Pkwy
Oregon, WI 53575
P: (608) 835-4303
E: mazywicki@oregonsd.net

Amie Mitchell
Oregon High School
456 N. Perry Pkwy
Oregon, WI 53575
P: (608) 835-4471
E: ammittchell@oregonsd.net

IV. Reporting Sexual Harassment under Title IX

Any employee or any official of the District who has authority to institute corrective measures with actual knowledge of sexual harassment under Title IX must immediately report sexual harassment to the Title IX Coordinator. In the event that the sexual harassment involves conduct by the Title IX Coordinator against an employee, such employees or officials must report the alleged conduct to the District Administrator.

Any person (including a person not alleged to be the victim of sexual harassment) may report sexual harassment at any time, including during non-business hours, to the Title IX Coordinator by mail, by telephone, by electronic mail, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report.

V. Response to Report of Sexual Harassment under Title IX

When the District has actual knowledge of sexual harassment under Title IX, a complainant and respondent may be identified (collectively “parties”). A complainant means an employee who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

The Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without filing a formal complaint, and explain to the complainant the process for filing a formal complaint. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, while protecting the safety of all parties and the District’s educational environment; and deterring sexual harassment.

Supportive measures may include counseling, modifications of work schedules, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school property, and other similar measures. The District must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

VI. Administrative Leave

The District may place an employee respondent on administrative leave, including during the pendency of a grievance process.

VII. Formal Complaint

A formal complaint is a document filed by a complainant or signed by the Title IX Coordinator, alleging sexual harassment against a respondent and requesting the District investigate the allegation of sexual harassment. At the time a formal complaint is filed (either by the complainant or the Title IX Coordinator), the named complainant must be an employee of the District. [Title IX Complaint Form OSD](#)

A formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, by using the contact information for the Title IX Coordinator, or by any

additional method designated by the District. A document filed by a complainant means a document or electronic submission that contains the complainant's physical or digital signature or otherwise indicates that the complainant is the person filing the formal complaint. If the District receives a formal complaint, the District must follow the grievance process below.

If a Complainant does not wish to file a Formal Complaint, a Title IX Coordinator may determine whether to sign the complaint. The Title IX Coordinator may not sign the Formal Complaint against the wishes of the Complainant if involving the Complainant in the grievance process would be clearly unreasonable in light of the known circumstances. The Title IX Coordinator does not become a Complainant or party to the complaint by signing a Formal Complaint.

VIII. Grievance Process

The District's grievance process shall include all the basic requirements under Title IX.

Any individual designated by the District as a Title IX Coordinator, investigator, decision-maker, appeal-decision maker, or facilitator of an informal resolution shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. In addition, there shall be a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

A. Written Notice

Upon receiving a formal complaint, the District shall provide a written notice to the parties who are known. The written notice shall be provided to the parties within forty-five (45) days of receipt of the formal complaint.

The written notice shall include:

1. Notice of the District's grievance process, including any informal resolution process;
2. Notice of the allegations potentially constituting sexual harassment, including sufficient details known at the time of the notice (identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident);
3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
4. A statement that the parties may request to inspect and review evidence that is directly related to the allegations raised in the formal complaint;

5. A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney; and
6. Notice to the parties of any provision in the District's board policies, employee handbook, or code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

The notice described above shall be provided to the parties with sufficient time to prepare a response before any initial interview. If, during an investigation, the District decides to investigate allegations about the complainant or respondent that are not included in the notice, the District shall provide notice of the additional allegations to the parties whose identities are known.

B. Dismissal of Formal Complaint

Mandatory Dismissal

If the conduct alleged in a formal complaint: (1) would not constitute sexual harassment as defined under Title IX even if proved; (2) did not occur within the District's program or activity; or (3) did not occur against a person in the United States, the District must dismiss the formal complaint with regard to that conduct. If dismissal is required, the District must promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties. Dismissal of a formal complaint does not preclude action under the District's board policies, employee handbook or code of conduct.

Discretionary Dismissal

The District may dismiss a formal complaint if, at any time during the investigation, any of the following occurs: (1) the complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint; (2) the respondent is no longer enrolled in or employed by the District; or (3) specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint. If such dismissal occurs, the District must promptly send written notice of the dismissal and the reasons for the dismissal simultaneously to the parties. If dismissed, the District will review whether the complaint should be investigated under other applicable policies.

C. Consolidation

The District may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

D. Informal Resolution

Following the filing of a formal complaint, and at any time prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process, including mediation, which does not involve a full investigation and

adjudication. The District shall not require as a condition of employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment under Title IX. The District shall not require the parties to participate in an informal resolution process and may not offer an informal resolution process unless a formal complaint is filed.

Before conducting any informal resolution process, the District will provide to the parties a written notice disclosing: (1) the allegations; (2) the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, if any; (3) that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the formal complaint process; and, (4) any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared and whether the facilitator of the informal resolution process may be a witness in any subsequent formal complaint process.

The District will obtain the parties' voluntary written consent to the informal resolution process.

Any such informal resolution process shall be resolved within thirty (30) days of the written notice described in this paragraph, unless additional time is needed as determined by the District.

E. Investigation of Formal Complaint

The District shall designate an investigator to investigate the allegations in a formal complaint and ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on the parties. The investigators shall be the Assistant Director of Curriculum and the High School Principal, or the District Superintendent's designee where there may be a conflict. The investigation process instituted by the District shall treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent and by following a grievance process that complies with Title IX before imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

During the investigation, the District shall:

1. Not restrict the ability of either party to gather and present relevant evidence, or to discuss the allegations under investigation;
2. Provide equal opportunity for the parties to present witnesses and other inculpatory and exculpatory evidence;

3. Provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. However, the District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
4. Provide to the party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
5. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, as well as inculpatory and exculpatory evidence, whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation;
6. Prior to completion of the investigative report, send to each party and the party's advisor, if any, the evidence subject to inspection and review, in an electronic format or a hard copy, and the parties shall have at least ten (10) days to submit a written response, which the investigator will consider prior to completion of the investigative report;
7. Create an investigative report that fairly summarizes relevant evidence and, at least ten (10) days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or hard copy, for their review and written response; and,
8. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

F. Determination Regarding Responsibility

The District shall identify a decision-maker (other than the Title IX Coordinator, investigator, and facilitator of an informal resolution) who will issue a written determination regarding responsibility on the formal complaint. The decision maker shall be the Director of Human Resources, or the District Superintendent's designee where there may be a conflict. To reach this determination, the decision-maker will apply the preponderance of the evidence standard.

After receipt of the investigative report and before reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit

written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such evidence about the complainant's prior sexual behavior is offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concerns specific incidents of the complainant's prior sexual behavior with respect to the respondent and is offered to prove consent. The decision-maker must explain to the party proposing the questions any decision to exclude questions as not relevant.

The decision-maker must make an objective evaluation of all relevant evidence (both inculpatory and exculpatory) and must not make credibility determinations based on a person's status as a complainant, respondent, or witness.

G. Decision-maker's Written Determination

The decision-maker will apply a preponderance of the evidence standard in issuing a written determination. The written determination shall include all of the following:

1. Identification of the allegation(s) potentially constituting sexual harassment;
2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
3. Findings of fact supporting the determination;
4. Conclusions regarding the application of the District's policies, employee handbook provisions and/or code of conduct to the facts;
5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve access to the District's education program or activity will be provided by the District to the complainant; and,
6. The District's procedures and permissible bases for the complainant and respondent to appeal.

The District will provide the written determination to the parties simultaneously.

If the decision is made that it is more likely than not that the Respondent violated this policy, the decision-maker(s) or the decision-maker's designee shall determine appropriate sanction(s).

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

H. Possible Sanctions and Remedies

The District may implement a range of possible sanctions and remedies following a determination of responsibility. The range of remedies include counseling, no-contact orders, or other appropriate remedies. The range of sanctions include written warning, unpaid suspension, termination, and other disciplinary sanctions.

I. Supportive Measures

The District may provide a range of supportive measures available to complainants and respondents. The range of supportive measures include those identified above.

J. Appeal

The District shall identify an individual to serve as a decision-maker on the appeal (other than the Title IX Coordinator, investigator, decision-maker, and facilitator of an informal resolution). The decision-maker on appeal shall be the District Superintendent or the Board President's designee where there may be a conflict.

The District shall offer both parties an appeal from a determination regarding responsibility or from a dismissal of a formal complaint. An appeal must be filed within ten (10) days of issuance of the written determination on responsibility or dismissal of a formal complaint and may be based upon any of the following:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility was made, that could affect the outcome of the matter; and,
3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally, or the individual complainant or respondent, that affected the outcome of the matter.

As to all appeals, the District shall:

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

2. Ensure that the appeal decision-maker is not the same person as any investigator(s), decision-maker(s) that reached the determination of responsibility or dismissal, the Title IX Coordinator, or the facilitator of an informal resolution;
3. Ensure that the appeal decision-maker complies with the standards set forth in 34 C.F.R. § 106.45(b)(1)(iii);
4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
5. Issue a written decision describing the result of the appeal and the rationale for the result, which shall be issued within thirty (30) days of the filing of the appeal, unless the appeal decision-maker needs additional time; and,
6. Provide the written decision on appeal simultaneously to both parties.

K. Timeframe for Determination

The conclusion of the grievance process, including any appeal, shall be done in a reasonably prompt timeframe, which in most cases shall be no more than ninety (90) days from the date the complaint is received. The District may temporarily delay the grievance process or provide for a limited extension of any deadline included in this policy for good cause.

“Good cause” shall include, but is not limited to, the absence of a party, a party’s advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. If the District delays the grievance process or extends any deadline, it must provide written notice to the complainant and the respondent of the delay or extension and the reasons for the action.

IX. Retaliation Prohibited

Neither the District nor any person may intimidate, threaten, coerce or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this Policy, or because the individual has made a report or complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding or hearing under this Policy.

Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

Complaints alleging retaliation may be filed according to the complaint procedures for sexual harassment under this Policy.

X. Confidentiality

The District shall keep confidential the identity of any person who has made a report or complaint of sexual harassment under Title IX, any complainant, any individual who has been reported to be the perpetrator of sexual harassment, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), as required by law, or to carry out the purposes of this Policy or Title IX, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

The District may not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional and which are made and maintained in connection with the provision of treatment to the party, unless the District obtains the voluntary written consent of the party or the party's parent or guardian.

XI. Recordkeeping

The District shall maintain for a period of seven years, records of:

1. Each sexual harassment investigation, including any determination regarding responsibility, any audio or audiovisual recording or transcript, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve access to the District's education program or activity;
2. Any appeal and the result therefrom;
3. Informal resolution and the result therefrom; and
4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process with regard to sexual harassment.

The District shall create and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

With respect to each response, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it took measures designed to restore or preserve access to the District's educational program or activity. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

XII. Training

The District shall ensure that the Title IX Coordinators, investigators, decision-makers, appeal decision-makers and facilitators of informal resolution processes, receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including appeals and informal resolution processes, if applicable, for the purpose of protecting the safety of employees, ensuring due process protections for all parties, and promoting accountability.

The District shall ensure investigators receive training on how to create an investigative report that fairly summarizes relevant evidence.

The District shall ensure decision-makers receive training on issues of relevance of questions and evidence, including questions and evidence about a Complainant's prior sexual behavior.

Any materials used to train Title IX Coordinators, investigators, decision-makers, and facilitators of informal resolutions may not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

XIII. Harassment under Other Laws

Other state and federal laws prohibit harassment of employees on the basis of sex, including Title VII and the Wisconsin Fair Employment Act. Employees may bring complaints of such harassment to the Title IX Coordinator. The Title IX Coordinator shall be responsible for addressing such allegations, including conducting an investigation, if appropriate, pursuant to this Policy and Policy 157.

If an employee files a complaint alleging harassment on the basis of sex under state law or Title VII, with or without allegations related to Title IX, the Title IX Coordinator shall consider any appropriate action, including directing the employee to follow any general employee harassment procedure adopted to comply with state law prohibiting harassment based on sex. However, the Title IX Coordinator may determine that it is appropriate to proceed with the complaint under this Title IX Sexual Harassment policy, including resolution of the allegations under the grievance process.

Legal References: Title IX of the Education Amendment of 1972
Title IX regulations, 34 C.F.R. Part 106
Title VII of the Civil Rights Act of 1964
Wis. Stat. §§ 111.31-111.395

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Revised: September 1, 2021



OREGON SCHOOL DISTRICT

Employee Handbook

Oregon School District

123 East Grove Street

Oregon, WI 53575

www.OregonSD.org

2024-2025 School Year

Effective _____, 2024

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Welcome to the Oregon School District

We are excited to have you as an important part of the Oregon School District.

It is our belief that professional relationships based on mutual respect are key to serving the needs of all students in the Oregon School District ("District"). It is through a collective commitment to the District's vision and goals that we can be a district of distinction.

This Employee Handbook ("Handbook") is designed to answer questions that you may have with respect to policies and practices for District employees. Please take the time to read the handbook and keep it for future reference. A copy of the handbook and updates are on the District's website.

None of the statements and policies contained in this Handbook constitutes a guarantee of employment, a guarantee of any other right or benefit, or a contract of employment, express or implied. The District reserves the right to modify, revoke, suspend or terminate any or all of the statements and policies described in this Handbook at any time. The Handbook is not intended to create, or be construed to constitute, a contract between the District and any of its employees. The Handbook supersedes any and all previous labor agreements and handbooks.

The Superintendent is responsible for the administration of the policies described in this Handbook. Final interpretation of any of the policies in this Handbook is vested solely in the Oregon School Board of Education.

If you have questions regarding this document, you are welcome to contact your school administrator, supervisor or the Director of Human Resources at 608-835-4015.

Best Wishes for a Great School Year!

Section 1: District Overview

1.01 Mission Statement of the Oregon School District

The District's mission is to educate students by helping them acquire the skills, knowledge and attitudes needed to achieve their individual potential, to contribute to a changing society and to be receptive to learning as a lifelong process. The mission will be accomplished by delivering high quality programs through the joint efforts of students, staff, parents and community.

1.02 District Decision-making

All District decisions should have as their guiding principle District students and their learning. In order to focus District decision-making on students and their learning, all substantive decision-making should utilize the following parameters to evaluate the appropriateness and value of any decision under consideration:

- Is the decision in alignment with District policies, including Board Position Papers and strategic plans;
- Is the decision consistent with research and best educational practices;
- Does the decision include an appropriate assessment plan, tools, benchmarks, and data-set;
- Is the decision in compliance with local, state, and federal laws;
- Is the decision's implementation within budget parameters; and
- Is the decision student-centered?

The District measures success in four main categories: Competence, Character, Culture and Community. District schools will work within the school leadership team framework to develop, monitor and assess goals for students in the areas of academic competency, culture, character and community. Data is continuously collected and analyzed and reported annually to the Oregon School District Board of Education ("Board").

The Board Position Papers outlining a broad strategic plan for the District are found on the website at [School Board / School District Policies](#):

- 136 Assessment for Student Achievement - May 2010
- 135 Visioning for the Future - June 11, 2007
- 134 Accountability For Student Achievement -2003
- 133 Board Position Statement On Alcohol And Drug Usage-2000
- 132 Commitment To Continuous Improvement-1992
- 131 The Oregon Successful School Initiative (Ossi)-1991
- 138 The Path Forward-2016

1.03 Culture of the Oregon School District

The District operates under the model of "continuous improvement," with students at the center of the decision-making process. The District recognizes the importance of each member of the school community and strives to maintain a nurturing working and learning environment for all. The District is committed to providing a working environment based on fair and reasonable rules and guidelines. By promoting its individual and collective successes, the District benefits the entire Oregon-area community.

1.04 District Schools

The District educates its students in the following buildings and programs:

- Community partnership 4K program
- Brooklyn Elementary School (Early childhood - 4)
- Netherwood Knoll Elementary School (Early childhood - 4)
- Prairie View Elementary School (Early childhood – 4)
- Forest Edge Elementary School (Early childhood - 6)
- Rome Corners Intermediate School (5 -6)
- Oregon Middle School (7-8)
- Oregon High School (9-12)
- Oregon Alternative School Integrated Studies (OASIS)
- Oregon Night School

1.05 Organizational Structure

The Board operates within a policy governance model. School District Policies can be found on the District Webpage [School Board / School District Policies](#)

The Superintendent reports to the Board and is responsible for administrative operations in accordance with the Board's overall vision and strategic plan as described in Board Position papers.

1.06 Policies and Procedures Resource Booklet

In order to comply with Federal, State and local laws, the District maintains a "Staff Handbook" that is posted on the District's web page under Human Resources. District employees are required to comply with the procedures outlined in this Booklet.

Section 2: Employment Policies

2.01 Scope of Employment

Subject to the procedures and standards set forth in these policies and federal and state law, District employment is at-will. Employees may be disciplined or terminated from employment at the District's discretion in accordance with these policies and federal and state law.

To the extent that employment is covered by an individual contract, the terms of that contract supersede the terms of this Handbook.

In any case where there is a conflict between this Handbook and a collective bargaining agreement, the terms of the collective bargaining agreement shall supersede the provisions of this Handbook.

Employment rights and obligations are also set forth in the School District Policies, which can be accessed on the district Web-site at the link: [School Board / School District Policies](#)

Employees are required to comply with all School District Policies. District employees are also required to review and comply with all policies and procedures related to COVID-19 for the health and safety of our school community. Those can be found on the District's web page under Human Resources.

2.02 Employment Opportunities

The District will determine when and how a vacancy or new position should be filled. The selection of any applicant to fill a job vacancy or new position shall be made on the basis of relative ability, experience and qualifications. Job vacancies will be announced internally and externally, if necessary, as determined by the District. The District reserves the right to establish job requirements, to determine an applicant's qualifications, and to select an applicant who the District determines to be the best qualified applicant for employment. The District may temporarily fill a position while processing the permanent vacancy or publicly soliciting employment applications from non-employees. The District reserves all rights to transfer employees and/or make changes in employees' assignments with or without posting the position(s). District employees shall have the ability to request internal job transfers and such requests will be considered at the District's discretion.

As required by state law, all employees must successfully complete a physical and Tuberculosis (TB) screening and then test if needed. If either is not successfully completed within 30 days of employment, the employment will be terminated except in extraordinary circumstances as determined by the Director of Human Resources.

2.03 Employment of Relatives

Members of an employee's immediate family will be considered for employment solely on the basis of qualifications and pursuant to the hiring processes applicable to all potential applicants for a District job. Immediate family members of current employees may not be hired if that employment would:

1. Create a supervisor/subordinate relationship with that family member;
2. Create the potential for an adverse impact on work performance; or
3. Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy also applies to assigning, transferring, or promoting an employee.

No employee may use the employee's position to bring about the employment or promotion of a member of the employee's family.

No employee may participate in any final decision in any employment matter involving an employee who is a family member.

For purposes of this policy, immediate family members are defined as: spouse; child; spouse's child; sibling; parent or parent-in-law; sibling ; parent's sibling, or spouse thereof; grandparent or grandparent-in-law; and fiancé or fiancée. This section also applies to members of the employee's household.

This section shall not apply to temporary employees who are employed for a limited term not exceeding sixteen (16) weeks duration in any twelve (12) month period.

2.04 Equal Opportunity

The District shall not discriminate against any employee or applicant for employment on the basis of age, religion, color, ethnicity, race, national origin, gender, sexual orientation, gender identity and/or preference, disability, economic status, creed, marital status, handicap, military or veteran status, ancestry, arrest or conviction record, political affiliation, genetic information, homeless status, or any other status protected by state and federal laws and regulations, and/or described in [Board Policy 157](#).

The District believes a diverse community helps to achieve excellence by promoting a culture of learning, appreciation and understanding. Each member of the District's community should treat everyone with care and respect, and to value differences in the District.

2.05 Evaluations

To ensure that all employees perform their jobs to the best of their abilities, the District uses a performance appraisal system which stresses the importance of employees being recognized for demonstrating effective performance and receiving appropriate suggestions for improvement as necessary. Consistent with this goal, supervisors will formally evaluate staff performance.

The performance appraisals provide an opportunity for employees to discuss with their supervisor any concerns they have regarding their position or performance. The goal of the performance appraisal is to enhance the employee's job performance while establishing good communication channels between the employee and the supervisor.

Support staff employees will be evaluated in the first year of employment with the District. Following the first year, support staff employees shall be evaluated at least once every three (3) years. Certified personnel will be evaluated in accordance with state law and the Department of Public Instruction.

Supervisors will have the discretion to evaluate employees more often. Employees will receive written copies of their evaluation. In the event an employee feels the evaluation is incomplete or inaccurate, the employee may put their objections in writing and attach it with the evaluation.

Factors addressed in the evaluation may include the employee's quality of work, quantity of work, dependability, adaptability, job knowledge, judgment, initiative, ability to get along with others, attitude and attendance. A performance review may or may not be accompanied by a change in salary or duties.

2.06 Personnel Records

Employee personnel records are subject to Wisconsin's Public Records Law. The District Human Resources Director shall be the official custodian of employee personnel records and responsible for the maintenance of the official personnel files for all employees and the disclosure of such information. If the District determines it must release personnel records pursuant to a request under the open records law, copies of such documents will be presented to the employee, if required by law. The employee may have a right to circuit court review of the District's decision to release the records due pursuant to state law.

Each employee shall immediately notify the Human Resources Department in writing of any change in the employee's name, mailing address, phone number, email address, marital status, number of dependents, and emergency contacts.

Employees may inspect their own personnel records two (2) times per year pursuant to Section 103.13, Wisconsin Statutes. Employees must make such request in writing to the Human Resources Department. The District shall respond within seven (7) working days of the request and arrange for the inspection or copying of the records. The District may charge a reasonable fee, not to exceed the actual cost to the District, for records copied for the employee. If an employee believes a correction should be made to the employee's employment record, the District and employee may agree to such a change. If there is not an agreeable employment record change, the employee may submit a written statement for placement in the employee's personnel file identifying the basis for the employee's disagreement with that provision in the employment record.

2.07 Discrimination, Bullying and Hate Speech

The District, its employees and students shall not engage in discrimination, harassment or bullying, of any type. Federal law prohibits discrimination with respect to religion, race, color, national origin, sex, age and handicap. State law prohibits discrimination also with respect to ancestry, color, physical, mental, emotional or learning disability, pregnancy, marital or parental status, sexual orientation, arrest or conviction record and military service. In addition, the Board prohibits discrimination or harassment based on transgender status including gender expression, gender identity and gender nonconformity. Finally, pursuant to Title IX, the District does not discriminate on the basis of sex in its education programs or activities.

To learn more or to file a complaint, see [Board Policies 157](#) (Non-Discrimination), [163](#) (Anti-Bullying), [164](#) (Anti-Hate Speech) and [166](#) (Sexual Harassment - Employees).

The District's Title IX Coordinators are:

Maggie Zywicki
Oregon High School
456 N. Perry Pkwy
Oregon, WI 53575
P: (608) 835-4303
E: mazywicki@oregonsd.net

Amie Mitchell
Oregon High School
456 N. Perry Pkwy
Oregon, WI 53575
P: (608) 835-4471
E: ammittchell@oregonsd.net

2.08 Personal Appearance

District employees are expected to dress and act in a manner consistent with the position they hold. District employees are expected to present a personal appearance that projects a positive image of the District. This applies whether the employee is in-person or is working online.

2.09 Family and Medical Leave

Employees may be eligible for Family Medical Leave as provided by federal and Wisconsin law. Employees shall be required to substitute their accrued leave as permitted by federal or state law. This does not apply to leave under the Families First Coronavirus Response Act or similar legislation. For more information, including rights and responsibilities, see the District's webpage under Human Resources: [Employee Leaves](#)

2.10 AODA Drug Free Workplace

In order to protect the health, welfare and safety of students and employees, no school employee shall possess, dispense or in any way transfer possession, or be under the influence of alcohol during working hours or while involved in school-sponsored activities; or illegally manufacture,

distribute, dispense, possess, use or be under the influence of a controlled substance in: any school building or on school premises; in any school-owned vehicle used to transport students to and from school or school activities; or, off school property during any school-sponsored or school-approved activity, event or function where students are under the District's jurisdiction.

Failure to abide by this policy shall result in suspension or dismissal of the employee in accordance with provisions of this Handbook or other procedures established by the Board.

See [Board Policy 561](#)

2.11 Copyright

See [Board Policy 351](#)

2.12 Cell Phones / Recording

In order to protect student and staff confidentiality, and to comply with the Public Records Law, employees may not record (whether audio or video) any work-related meetings, trainings or other events without the express permission of the Director of Athletics, the Director of Business Services, the Director of Curriculum & Instruction, the Director of Human Resources, the Director of Pupil Services or the District Superintendent. This does not apply to events open to the public.

See [Board Policy 562](#)

2.13 Controversial Topics

See [Board Policy 358](#)

2.14 Political Activity

Employees may participate in political activities, but only to the extent that such activities do not interfere with the employee's job duties or which use or create the appearance that the employee is using District employment for political purposes.

This does not apply to limit the rights of employees to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection.

2.15 Preventing Inappropriate Relationships with Students

See [Board Policy 432](#) (Code of Conduct)

2.16 Proprietary Materials & Intellectual Property

See [Board Policy 351](#)

2.17 Solicitations

In the interest of maintaining a proper business environment and preventing interference with District work and inconvenience to its students and employees, the District establishes the following rules related to solicitations and distribution of literature on District property by employees.

- Employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions or solicit for any other cause during work time, except as authorized by the Superintendent.
- Employees may not distribute literature at any time in working areas, except as authorized by the Building Administrator.
- Non-employees may not solicit or distribute literature on District premises except as permitted by Board Policy.

"Work time" includes the working time of both the employee doing the soliciting and/or distributing and the employee to whom the soliciting and/or distributing is directed. "Work time" does not include break periods, meal periods or any other specified periods during the workday when employees are not, with the permission of their supervisor, engaged in performing their work tasks.

"Working areas" includes all areas of District premises which it owns or has control in which work time activities are taking place and also includes the public areas of the premises.

This does not apply to limit the rights of employees to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection.

2.18 Use of Equipment/Facilities

See [Board Policy 912](#)

2.19 Weapons

See [Board Policy 437](#)

2.20 Whistle Blower

See [Board Policy 563](#)

2.21 Access to the District's Electronic Communications System for District Employees

Employees have no expectation of privacy in District-provided equipment or in District's electronic communications such as email, internet, telephones or servers. See [Board Policy 771](#)

2.22 Technology / Maintenance Request

Technology help can be obtained through the following resources:

- Tech Department Website (login required):
<http://sites.google.com/a/oregonsd.net/technology/>
- Submit a help ticket: helpdesk.oregonsd.net
- Via email: helpdesk@oregonsd.net
- On the phone: Dial extension 4025. (608-835-4025 from off campus)
- Personal assistance: Contact one of the following people
 - The Tech Department (district wide) and Technology Paraprofessionals (located in each building) are available to help fix minor computer problems, help staff and students to use District-owned computer hardware and software, and help with large group instruction in the computer lab.
 - Information Technology Literacy Trainers are available to help employees learn how to use technology, help develop technology integrated lessons for content areas, and model integrated teaching methods.
 - Library Media Specialists (librarians) can help employees find appropriate computer software and audio/visual materials for classes, as well as help with information literacy, research skills, and, of course, traditional literacy.

Maintenance help can be obtained through completing a maintenance request in the work order program: <http://rwork-oregonsd.rschooltoday.com/>

Staff should use this system for maintenance requests (and not cleaning concerns). Your staff account login and password will allow you to access the program and submit work order requests. If you need personal assistance, contact the Director of Building & Grounds at (608) 835-4046.

2.23 Arrest or Conviction

The District's priority is to provide a safe learning environment for staff and students. Employees shall inform the Director of Human Resources as soon as practicable and without delay, if they are arrested, ticketed and/or convicted of a criminal offense, an offense involving minors or firearms, or a traffic violation involving operating under the influence; or they are the subject of a child abuse or neglect report.

2.24 Media Relations

The District is proud of its staff and students and their accomplishments, and seeks to share those accomplishments with the media in a manner that is consistent with the OSD branding manual, complies with student confidentiality laws and is done in collaboration with the student's family. All communication with the Oregon Observer, Fitchburg Star, or other media by staff involving the District or its students regarding school business performed as part of their job duties, student recognition, student work product or co-curriculars (except for media interviews directly after a performance/game) shall be approved in advance by the Director of Communications. This language does not apply to media relations involving collective action, or when an employee is speaking as a member of the public about matters of public concern when protected by the First Amendment.

Section 3: Conditions of Employment

3.01 Classification of Employees

District positions are categorized for purposes of wages and salaries, benefit eligibility, legal compliance and internal and external reporting requirements. Jobs are categorized by the Fair Labor Standards Act (FLSA) and Wisconsin's Wage and Hour laws as either "exempt" from overtime or "non-exempt." These laws establish minimum wage and salary criteria, and define whether or not an employee is entitled to overtime compensation.

If a position is categorized as non-exempt, pay is calculated on an hourly basis. Non-exempt employees are entitled to overtime pay, calculated at one and one-half (1.5) times the regular hourly rate for all hours worked beyond forty (40) in a workweek.

Positions categorized as exempt are those that are exempt from overtime pay provisions. Employees in exempt positions are paid a fixed salary and are not paid additional salary for hours worked beyond forty (40) in a workweek. Full-time salaried employees are regularly scheduled to work at least forty (40) hours per week. This category includes teaching staff.

District positions fall within the following categories, whether exempt or nonexempt: See Appendix A.

3.01.01 Full Year Employee (Administration/Support Staff)

Employees who are regularly scheduled to work up to forty (40) hours per week for twelve (12) months per year.

3.01.02 School Year Employee (Administration, Teacher, Licensed, Support Staff)

Employees who are scheduled to work less than two hundred sixty (260) days per year.

3.01.03 Part-time Employee

Employees who are regularly scheduled to work less than forty (40) hours per week. Employees regularly scheduled to work less than twenty (20) hours per week or employees who are less than a 0.5 FTE are not eligible for insurance benefits.

3.01.04 Interim Employee

An employee who is hired to replace a staff member who is on an approved leave-of-absence. An employee who is hired after July 1 for a teaching or licensed non-represented contract position may be offered an interim contract.

3.01.05 Substitute Employee

An employee who is hired to replace an employee who is unavailable for work.

3.01.06 Summer and Student Employee

Employees hired to work during the summer when school is not in regular session or high school or college students hired on a limited-term basis.

3.01.07 Job Sharing Employees

Job Sharing occurs when two (2) certified teachers are approved to share one (1) full-time equivalent (FTE) teaching position pursuant to the following terms:

3.01.07.01

Job sharing requires the joint approval of the teachers involved, the building administrator and the Superintendent.

3.01.07.02 Eligibility

- Only employees who have completed two years of District service at the time the job share begins will be considered for job sharing.
- Applicants must apply as a team.
- Teachers must be certified to teach the subject and/or grade levels involved in the shared job.
- Job shares are approved on a one-year basis.
- The Superintendent or designee may limit the number of job shares per grade level and within the school.

3.01.07.03 Application

- The teachers requesting to share a teaching position for the ensuing school year shall submit a job share application that includes a proposed work plan to their respective building administrator by ~~March~~ February 1 of the school year preceding the school year for which the job share is requested.
- All job shares will be approved on a case-by-case basis and may be rejected based on a number of academic factors, including but not limited to the number of transitions it causes for students and the age of the students in the class.
- The District retains sole discretion with respect to approving or denying job shares.

3.01.07.04 Contract Responsibilities

- The job share agreement shall result in both teachers agreeing to share a prorated portion of the teaching position during the period of the job share. The teachers agree that they do not have any rights to their previous positions and/or their previous FTE status after the conclusion of the job share.
- Any time necessary for the coordination of the teaching assignment responsibilities shall be performed on the job sharing teachers' own time and not on the District's.
- Both job sharing teachers are required to attend all parent/teacher conferences, special education meetings for individual students, in-service/staff development activities, late start/early release and other similar required staff meetings. Job sharing teachers are required to attend faculty meetings on days they are not scheduled to work unless excused by the building principal.
- In the event a job-sharing teacher will be absent, the teacher who will be absent is responsible for contacting the job-sharing partner to give the partner the right of first refusal to substitute at their regular pay rate. After discussion with the partner, the teacher who will be absent will notify the District of the absence and whether or not a substitute needs to be hired.

3.01.07.05 Compensation & Benefits

- Teachers approved for job sharing positions shall receive their annual salary pro-rated by the job sharing percentage according to their current salary and shall receive payment for additional full days when required by the District (e.g. parent/teacher conferences).
- Teachers approved for job sharing positions shall receive a prorated share of benefits available for full-time teachers.

3.01.07.06 Termination of Job Share Positions During the School Year

In the event one person leaves the District for whatever reason, the remaining job share teacher shall be required to return to full-time status for the balance of the school year.

The District reserves the right to modify or terminate the job share for compelling reasons if the job share is not in the best interest of the District and the remaining teacher shall be required to return to full-time status for the balance of the school year.

3.01.08 Temporary Employee

Employees hired for a specific project for a specific length of time, which is less than a full school year.

3.02 Employee Work Schedules

3.02.01 School Year Calendar

The District school calendar will be developed by administration with input from community, employees and parents; and approved by the Board. The District will determine the structure of the days within that calendar, e.g., instructional, in-service, and workdays. All school year staff and part-time staff shall attend all in-service and professional development days on the school calendar for the full session unless excused by their immediate supervisor. They will be compensated at their regular hourly rate for the time above their daily FTE. For staff with a contract, their “regular hourly rate” is defined as their contract salary divided by the number of days in their contract divided by 8.

3.02.02 Work Day

The District will determine the work day and work week for District employees giving consideration to the District's operational needs and educational goals. The standard work day for all full-time employees shall be eight (8) hours.

The standard work week for all full-time employees shall be forty (40) hours Monday through Friday, except for weekend employees.

Employees are expected to work scheduled hours as assigned and will be paid for all hours scheduled and worked or on approved paid leave.

District exempt staff and licensed employees are considered professional educators and will work such hours as required to fulfill their obligations, but shall be present in their assigned building(s) at least eight (8) hours during each school day, unless excused by their building administrator or immediate supervisor.

Part-time professional educators are expected to work on all contract days on the school calendar unless a different schedule is approved in advance by their immediate supervisor. Part-time professional educators shall receive additional compensation for time worked on contract days that is above their daily FTE if the time is approved in advance by their immediate supervisor. For example, if an educator is a .50 FTE, then 4 hours is included in their contract for all contract days and they will receive compensation above those hours (.50 FTE x 8 = 4 hours).

3.02.03 Teacher Preparation Time

Teaching staff who are full-time will be provided with the following preparation time during a school day:

- K-4 A minimum of 300 minutes per week of preparation time during the student day. The District will make its best effort to provide an equivalent amount of preparation time during the student day for early childhood and PK-4 rotations teachers.
- 5-6 A minimum of 375 minutes per week of preparation time during the student day. The District will make its best effort to provide an equivalent amount of preparation time during the student day for 5-6 rotations teachers.
- For teachers who teach in both K-4 and 5-6, the District will make its best efforts to provide a minimum of 325 minutes per week of preparation time during the student day.
- 7-12 Two (2) prep periods during an eight (8) period day.

Travel time for staff members who are assigned in more than one building will not count in their preparation time calculation.

3.02.04 Lunch Period

Non-exempt employees scheduled to work six (6) hours or more per day shall have an unpaid, thirty (30) minute duty-free lunch period set by the employee's immediate supervisor. If an employee is required to work during this time, the lunch period will be considered as time worked and paid. Duty free lunch breaks that occur within the school building will be taken within the staff break rooms of the employee's building, or in another area designated by the building administrator. Exempt employees shall take lunch breaks as determined by their schedule.

3.02.04.01 Food Service

Food Service employees are allowed an unpaid thirty (30) minute duty-free lunch period scheduled by the immediate supervisor for each employee who works through the hours of 11:00 am - 1:30 pm. Lunch will be taken as scheduled unless prior approval is granted by the immediate supervisor. Lunch will be provided on serving days.

3.02.04.02 Part-time Teachers

Part-time teachers employed during the entire lunch service period of their building(s) shall be provided with a paid daily duty free lunch period of at least thirty (30) continuous minutes.

3.02.05 Breaks

Breaks may be established by an employee's immediate supervisor or building administrator.

3.02.06 Overtime

Non-exempt employees shall be compensated at one and one-half times the employee's normal hourly rate for hours actually worked in excess of forty (40) hours in a work week. Vacation time and holidays shall count towards hours in excess of 40 hours but personal and sick leave shall not.

There may be times when an employee believes the employee needs to work overtime to complete District work. In that case, the overtime must be approved in advance by the employee's supervisor. Overtime should be kept to a minimum and shall be utilized to relieve specific, occasional peaks in workloads or emergencies.

3.02.07 Emergency Closing

Non-exempt employees requested to work by their immediate supervisor on days in which there is an emergency closing shall be paid time and a half for all hours worked. Exempt employees requested to work by their immediate supervisor on days in which there is an emergency closing shall receive vacation hours for the time worked.

Non-exempt employees and exempt employees other than school year employees who are neither able to nor required to work these day(s) may:

1. be paid through sick leave deduction
2. request not to be paid
3. work the day(s)

If a day(s) is required to be made up on a day the employee was not scheduled to work, employees will be expected to work and may:

1. have a sick day returned.
2. be paid.

3.02.08 Call In

Non-exempt employees required to return to the work site after completion of their workday (or on a day not scheduled to work) shall receive a minimum of two (2) hour's pay (and may be required to work two (2) hours) or pay for time actually worked, whichever is greater, except for scheduled in-services. This provision does not apply to an employee who volunteers to provide building supervision to rental groups and is not required to perform District work.

3.02.09 Work Stoppage

There shall be no work stoppages or withholding regular assigned duties and teaching assignments. Any employee who, through individual or group action, causes a work stoppage or interruption of the school schedule through withholding of regularly assigned duties and teaching assignments shall be subject to disciplinary action, up to and including discharge.

3.02.10 School Year Staff Who Work In The Summer

Regular school year staff who are non-exempt and are hired to work in a summer position, other than for summer school, shall be paid their school year hourly rate. Summer employment is at will from year to year and is not subject to the just cause standard. Summer work is not eligible for retroactive pay due to any wage increase in the fiscal year.

Staff shall be able to use up to eight (8) hours of accrued sick leave during the summer. Staff shall earn up to one hour of sick leave for every 20 hours worked up to a maximum of eight (8) hours to be added to their accrued sick leave at the end of their summer employment.

Staff shall be eligible for the July 4 holiday pay provided they work at least 40 hours in the summer prior to July 1 and are scheduled to work at least 80 hours after July 4.

Section 4: Benefits, Leaves and Compensation

4.01 Benefit Eligibility

Employees regularly scheduled at least twenty (20) hours per week during the school year and/or are at least 0.5 FTE are eligible for the following insurance benefits with the premium contribution being pro-rated as the percentage of employment. Employees who discontinue employment with the District will be covered through the month of their last day of employment. Eligibility for coverage is dependent upon the terms of each insurance plan.

4.01.01 Athletic Event Admission

Employees will receive free admission to regular season District-sponsored athletic events for themselves and one guest upon presentation of their school identification badge.

4.01.02 Changes in Coverage (COBRA)

Employees and their dependents covered under District insurance plan(s) may have a right to continue coverage under those plans upon a reduction in scheduled work or separation from employment with the District. Questions regarding COBRA insurance continuation should be addressed to the Human Resources Department.

4.01.03 Health Insurance

The District agrees to pay ninety percent (90%) of the premium for a single or ninety percent (90%) of the premium for a family of the lowest cost health insurance plan offered by the District for those employees eligible to complete and who have chosen to complete the District-sponsored wellness incentive, and for those employees who received an approved exception. The District agrees to pay eighty-eight percent (88%) of the premium for a single or eighty-eight percent (88%) of the premium for a family of the lowest cost health insurance plan offered by the District for those eligible employees who chose not to complete the District-sponsored wellness incentive.

This benefit is prorated based on the employee's FTE. For example:

If an employee selects the lowest cost health plan and works 32 hours/week (0.80 FTE) per week, the District will pay 72% ($80\% \times 90\%$) of the premium of that plan. If the employee selects a higher priced health plan, the employee is responsible for the difference between 72% of the lowest cost plan and the more expensive plan.

If an employee has no earnings due to absence from work (due to illness) and has used all accumulated sick leave or is on long term disability, the Employer will continue paying for insurance at the same premium level for the balance of the year (June 30) for those on approved family medical leave or long-term disability.

Employees who terminate employment may elect to continue to receive the same health insurance benefits as full-time employees at their expense as pursuant to state or federal laws. The premium must be received by the District by the 10th of the month preceding monthly billing.

4.01.04 Dental Insurance

The District agrees to pay ninety (90%) of the premium for a single or ninety percent (90%) of the premium for a family for dental group insurance plan.

4.01.05 Employee Assistance Program

The District provides an Employee Assistance Program (EAP) called **LifeMatters**. The program is available to assist all of District employees and their family members in addressing a wide variety of issues, including:

- Financial questions such as planning a budget, preparing for a financial setback, and developing savings strategies;
- Emotional concerns such as worry, anger, fear, and anxiety; and
- Relationship and parenting issues that may develop as a result of increased stress, tension and disruption to daily routines

Professional counselors are available at any time by calling [800-634-6433](tel:800-634-6433) for a confidential discussion. In addition, a referral can be provided to a local counselor for up to three face-to-face counseling sessions at no cost.

The company also has a web site (mylifematters.com) with articles, tip sheets, financial calculators, videos, checklists, and interactive learning sessions related to a broad range of emotional and financial concerns. The employee level password to the site is **ORE1**.

4.01.06 Flexible Spending Accounts (Section 125)

The District maintains a Cafeteria Plan (Section 125) that allows employees to make pre-tax contributions for their health and dental insurance premiums and other qualifying expenses. In order to participate in the Section 125 Plan, employees must make the appropriate election. Questions about the Section 125 Plan, qualifying expenses and applicant limits can be answered by the Human Resources Department.

4.01.07 Food Service

Employees can use food service accounts to charge their meal purchases provided the account has a positive balance. If an Employee has a remaining balance of more than \$10.00 after separating employment, it will be refunded to the Employee. If the balance is \$10.00 or less, the balance will be donated to Oregon School District to help families in need with unpaid meal balances. If an Employee has outstanding amounts owed to the Oregon School District, the Employee shall authorize the Oregon School District to deduct those amounts from payroll.

4.01.08 Liability Insurance

The District provides liability coverage for District employees subject to the terms and conditions of the insurance policies.

4.01.09 Life Insurance

The Employer agrees to pay up to a maximum of fifty percent (50%) of the cost of a life insurance plan. The terms of the insurance plan will be provided to each employee at the time of hire by the Human Resources Department.

4.01.10 Long-term Disability Insurance

The Employer pays the full premium for employee long-term disability insurance. The terms of the insurance plan will be provided to each employee at the time of hire by the Human Resources Department.

4.01.11 Pool Benefit

The District provides employees free access to open swims at the Oregon Pool upon presentation of school-issued identification badges. In addition, family passes to the pool are available to staff to purchase for the price of an individual pass.

4.01.12 Wisconsin Retirement & Voluntary Retirement Savings Plan

4.01.12.01 Wisconsin Retirement System

The District participates in the Wisconsin Retirement System. Employee eligibility, and the District and employee premium amounts and manner of payment will be as required by state law.

4.01.12.02 Sick Leave Accumulation

An Employee who chooses to retire at age 55 and who have ten or more years of continuous service shall be paid out for unused sick leave according to their rate of pay according to the following schedule:

- Ten (10) to fifteen (15) years- See §4.02.03.03
- Fifteen (15) or more Years of Employment – one day for every four (4) accrued days;
- Twenty (20) or more Years of Employment – one day for every three (3) accrued days.

4.01.12.03 Retiree Health and Dental Insurance Plan

Employees who have completed ten (10) years of service in the District at the completion of the 2010-11 school year shall receive up to four (4) years of health and dental insurance benefit at the premium rate in effect during the final year of employment, once they reach the age of fifty-five (55) years.

The District contribution for health and/or dental insurance shall cease at the time of the retiree's Medicare eligibility. In order to continue coverage under the District's health or dental insurance plan, retirees and their spouses must enroll for Medicare Parts A & B, when eligible.

Any retired employee who has attained full social security retirement or greater and desires to remain under the carve-out health and/or full dental insurance benefits shall be able to do so upon enrollment in both Parts A & B of Medicare. The cost of the above insurance(s) will be paid by the retiree.

Eligibility for coverage is contingent upon the Plan's consent to provide such coverage.

4.01.13 Deferred Compensation Plan – 403 b/457

Employees may participate in tax deferred compensation plans 403b and 457 provided by the State of Wisconsin for plans approved by the District. Participation in an approved tax deferred program shall be made on a form to be provided by the District. Salary deductions per paycheck shall be a minimum of ten (10) dollars. Employees are responsible for computing the legally allowable maximum deposit.

Enrollments, discontinuation or changes in authorized deductions to tax deferred programs can be made two (2) weeks before the affected payroll date during a school year, and by May 1 for all remaining paychecks in that contract year. An employee is limited to two (2) changes in deferral amount per calendar year.

4.01.14 Retirement Contribution for 403(b)

For employees who have at least 10 (ten) years of service and are at least 55 years old, but do not qualify for Retiree Health and Dental Benefit Plan (Section 4.01.12.03, above), and are not yet eligible for Medicare, the District will contribute to the Employee's 403(b) account (with a vendor from the District's list) as follows:

- For employees that have District-sponsored family health coverage for a minimum of six (6) months, One Thousand Dollars (\$1,000) for each year of service;
- For employees covered by District-sponsored single health coverage for a minimum of six (6) months, Five Hundred Dollars (\$500) for each year of service; or
- For those employees who do not qualify for any of the benefits above, Two Hundred Fifty Dollars (\$250) for each year of service.
- For employees who have a combination of single and family benefits for six (6) months or more, the District will contribute \$1,000 for each year of service.

4.01.15 Benefits Information with Time Away from Work

Employees on unpaid leave may opt to pay for their own health, dental and life insurance in order to maintain the group rate if they are in good financial standing with the District and if the insurance carriers are willing to provide such coverage and if the premium for holiday the period is received in the District Office by the 10th of the month preceding monthly billing.

4.02 Leaves

4.02.01 Holidays

Employees will receive their regular straight time pay for holidays based on their FTE x 8 hours (for example: .50 FTE x 8 = 4 hours). The District recognizes the following paid holidays for staff by category of employment:

Holiday	Full Year Employees	Teachers & LNR	Administrative Assistants	Food Service & Paraprofessionals
Fourth of July	X			
Labor Day	X	X	X	X
Thanksgiving	X	X	X	X
Friday after Thanksgiving	X		X	X
Christmas Eve	X		X	
Christmas Day	X		X	
New Year's Eve	X		X	
New Year's Day	X		X	
Martin Luther King, Jr. Day	X		X	X
Friday before Easter	X		X	X
Memorial Day	X	X	X	X

Should any of the above listed holidays fall on a Saturday or Sunday, the District will decide what day shall be observed as the holiday.

An employee who is required to work on a holiday shall be paid time and one-half (1 ½) their rate of pay for hours worked in addition to holiday pay.

Employees on an unpaid leave of absence or layoff are not eligible for holiday pay. ~~Employees must work or be on paid leave the scheduled work day before and after a holiday in order to receive holiday pay. Absence attributable to paid vacations, paid jury duty or funeral leave shall not affect an employee's eligibility for holiday pay provided that the employee otherwise works the employee's scheduled work hours on the preceding and following days.~~

4.02.02 Vacation

4.02.02.01 Accrual

Full Year employees shall be entitled to annual paid vacation. Vacation time is prorated for full-year part-time employees.

During the first fiscal year of employment, employees may take up to 10 days of vacation if approved, to be prorated after July 1 based on the date of hire.

After the first year of employment, employees shall be allocated vacation as follows:

Second Year	10 days
Third Year	10 days
Fourth Year	12 days
Fifth Year	12 days
Sixth Year	15 days
Seventh Year	15 days
Eighth Year	16 days
Ninth Year	17 days
Tenth Year	18 days
Eleventh Year	19 days
Twelfth Year +	20 days

There is a maximum total vacation accumulation of twenty (20) days. Employees may roll over a maximum of 40 hours of vacation unless approved by the Business Manager due to unique circumstances. Employees may not accumulate more than 200 hours.

Any employee regularly scheduled to work a four (4) day, ten (10) hour work week which encompasses Saturday and Sunday shall equate to 1.25 days under this provision.

Should an employee's employment end during the fiscal year, the employee's vacation shall be prorated, and the employee will be required to reimburse the District for all vacation time used that is more than the prorated amount.

4.02.02.02 Scheduling

Vacation will be scheduled with the approval of the immediate supervisor. Requests for approval will be submitted by the Employee at least fourteen 14 days in advance.

Timely vacation requests will be considered approved unless the Employee receives a denial within 3 days of submitting the request. Plans should not be made until the leave is approved. Approval may be subject to having sufficient work coverage.

Vacation may be used in fifteen (15) minute increments.

4.02.02.03 Payment upon Retirement or Death

In the case of termination, retirement or any employee's death, an employee or the employee's estate will be paid accrued and unused vacation.

4.02.03 Sick Leave

4.02.03.01 Accrual - All sick leave shall be prorated by FTE.

4.02.03.01.01 School Year Professional Staff

Each full-time ~~school year professional staff~~ member will be entitled to ~~seventy-two (72)~~ 64 hours per year of absence due to personal illness with unlimited accumulation. When failure to fulfill the contract occurs, then the sick leave hours used will be prorated at the rate of eight (8) work hours per month and pay for any excess hours used will be deducted from the final check.

Teachers and Licensed Non-Represented Staff who work summer school shall earn one hour of sick leave for every 20 hours worked to be added to their accrued sick leave at the end of the extended employment **for a maximum of eight hours**. Staff shall be able to use up to eight hours of their accrued sick leave during summer school provided they find a substitute except in an emergency.

4.02.03.01.02 ~~Administrative Assistants~~ School Year Hourly Staff

~~Each full-time school year hourly staff member will be entitled to 64 hours per year of absence due to personal illness with unlimited accumulation. Sick leave days will be prorated based on FTE.~~

~~¶~~

- ~~● 10 month (205 days) maximum of 9 days of sick leave~~

- ~~11 month (230-240 days) – maximum of 9 days of sick leave~~¶
- ~~12 month (260 days) – maximum of 10 days of sick leave~~

School year ~~hourly~~ staff who work summer school shall earn one hour of sick leave for every 20 hours worked to be added to their accrued sick leave at the end of the extended employment ~~for a maximum of eight hours~~-. Staff shall be able to use up to eight hours of their accrued sick leave during summer school provided they find a substitute except in an emergency.

~~4.02.03.01.03 Licensed~~¶

¶
~~Each staff member will be entitled seventy-two (72) hours per year of absence. Sick leave days will be prorated based on FTE.~~¶

¶
~~When failure to fulfill the contract occurs, then the sick leave days used will be prorated at the rate of eight (8) hours per month and pay for any excess hours used will be deducted from the final check.~~¶

¶

~~School year staff who work summer school shall earn one hour of sick leave for every 20 hours worked to be added to their accrued sick leave at the end of the extended employment. Staff shall be able to use up to eight hours of their accrued sick leave during summer school provided they find a substitute except in an emergency.~~

~~4.02.03.01.04 Food Service~~¶

¶
~~Sick leave shall be established on the basis of one (1) day (8 hours) per month of employment, up to a maximum of nine (9) days per school year. Sick leave days will be prorated based on FTE.~~¶

¶
~~School year staff who work summer school shall earn one hour of sick leave for every 20 hours worked to be added to their accrued sick leave at the end of the extended employment. Staff shall be able to use up to eight hours of their accrued sick leave during summer school provided they find a substitute except in an emergency.~~¶

~~4.02.03.01.05 Custodial Full Year Hourly Staff~~

Each full-time full year hourly staff member will be entitled to eighty hours (80) hours per year of absence due to personal illness with unlimited accumulation. Full time employees ~~year hourly staff~~ will be provided ~~eighty (80) hours of sick leave per year prorated based on FTE.~~¶

~~4.02.03.01.06 Paraprofessionals~~

~~¶~~

~~A school year Paraprofessional will receive nine (9) days (72 hours) for ten (10) months of employment prorated based on FTE.~~

~~¶~~

~~School year staff who work summer school shall earn one hour of sick leave for every 20 hours worked to be added to their accrued sick leave at the end of the extended employment. Staff shall be able to use up to eight hours of their accrued sick leave during summer school provided they find a substitute except in an emergency.~~

~~4.02.03.01.07 District Support Staff~~ Full Year Professional Staff

Each full-time full year professional staff member will be entitled to one hundred and four hours (104) hours per year of absence due to personal illness with unlimited accumulation. ~~A full-time District Support Staff full year professional staff employee will receive thirteen (13) days (104 hours) of sick leave. Sick leave days will be prorated based on FTE.~~

4.02.03.02 Use of Sick Leave

Sick leave shall be requested at least 2 school days in advance when possible, and include a general rationale for use as described below. School year professional staff must use leave if absent during the student day, including during prep time, except when on their lunch time. Staff do not need to use leave for telehealth appointments at school during times they are not responsible for students. Sick leave will be allowed for:

- A. Illness of the employee / Medical appointments
 - a. Employees shall seek medical attention and provide a physician's statement to the District in the event that an illness lasts longer than five (5) consecutive working days or upon request from the Director of Human Resources when possible.
 - b. Disability due to pregnancy and/or childbearing is considered an illness.
- B. Serious illness, injury or medical appointment involving the employee's immediate family, including their child's IEP and 504 meetings. Immediate family means spouse, children, parents, grandparents, foster parents, siblings, stepchildren, grandchildren and other relatives of the employee, the employee's spouse living in the employee's household, or the employee's long-term companion. Employees shall provide a physician's statement to the District in the event that an illness lasts longer than five (5) consecutive working days or upon request from the Director of Human Resources when possible.
Death of a member of the employee's immediate family.

C. Other leave may be granted by the Superintendent.

All absences under sick leave shall be deducted from accumulated leave benefits.

Sick leave will be recorded and taken in no less than fifteen (15) minute increments. Sick leave will accumulate year-to-year with no limit.

4.02.03.03 Separation from Employment

Employees who separate from District employment with ten (10) or more years of service shall be paid from their accumulated sick leave at the time of separation one day for every five (5) days of accumulated sick leave.

4.02.04 Personal Leave

4.02.04.01 Accrual

Full Year Employees: Each employee shall accumulate up to ~~24 hour sixteen (16)~~ personal leave hours per year, prorated based upon FTE status.

School Year Employees: ~~Sixteen (16) 24 hours~~ personal leave hours will be granted per year, prorated based upon FTE status.

This leave may be used under the following conditions:

Personal Leave days may be accumulated up to a maximum of five (5) days. Any personal leave days in excess of five (5) days will be transferred to the employee's sick leave total, which can be accumulated to an unlimited number of days.

Personal leave requests will not be used for the day before or after a holiday or vacation period except when approved by the employee's immediate supervisor.

4.02.04.02 Use

An employee will notify the immediate supervisor at least 2 school days in advance of taking such leave unless in an emergency situation. School year professional staff must use leave if absent during the student day, including during prep time, except when on lunch time. Personal leave must be approved by the supervisor prior to use. Plans should not be made until the leave is approved. Timely leave requests not denied or approved within 24 hours of the date of the leave is considered approved. Approval may be subject to having sufficient work coverage. School year employees are encouraged to provide a rationale for the leave to assist with prioritization of approval of coverage.

The number of employees per building allowed to take such leave shall be at the building administrator's discretion. The number of Paraprofessionals allowed to

take such leave shall be one (1) per day for each section K-8 and 9-12. The number of food service employees allowed to take such leave shall be one (1) per day for each section K-12.

Full Year employees are required to provide the rationale for use of personal time to their immediate supervisor. Hours taken as personal leave shall be used for court appearances, legislative hearings, income tax audit or any similar personal business which can only be conducted during work hours.

Personal leave requests will not be used for the day before or after a holiday or vacation period except when approved by their immediate supervisor.

4.02.05 Child Rearing Leave

Child rearing leave shall be granted once for the care of any one dependent child to a teacher or licensed employee who has completed one full school year of teaching and who is committed to return to District employment.

Such leave shall be granted on a full semester basis to a maximum of two (2) full semesters. Employees shall inform Human Resources if they plan to return to the District after their leave no later than ~~March~~ **February** 1 for the subsequent year absent extenuating circumstances.

A request for child rearing leave must be made to the Human Resources Department forty-five (45) days prior to commencement of the leave. The requirement of a forty-five (45) day prior request may be waived by the Superintendent.

4.02.06 Emergency / Bereavement Leave

Employees will be permitted to use up to a maximum of forty (40) work hours in any one (1) school year for emergency leave. Emergency leave will be allowed for:

- Illness or injury to a member of one's family or long-term companion living within the same household.
- Death of a member of the family or long-term companion living within the same household.
- Death of a close friend.
- **Emergency medical issue for a household pet with a medical note.**

Emergency leave must be approved by the employee's immediate supervisor. Emergency leave for reasons other than listed above may be granted by the Human Resources Director or the Superintendent.

All absences due to emergency leave will be deducted from accumulated sick leave benefits or other leave available if the employee is out of sick leave.

4.02.07 Jury Duty Leave

Employees called for jury duty will be granted leave. There shall be no deduction from any accumulation of sick leave for time spent on jury duty. This leave will be at full pay less the amount of pay received from the court. If the amount of pay received from the court is greater than full pay, the employee is entitled to the greater amount. This provision applies only to those days in which the employee was scheduled to receive compensation from the District.

4.02.08 Military Leave

Employees shall be afforded the rights and benefits provided under state and federal law for military leave.

4.02.09 Unpaid Leave of Absence

A leave that does not involve paid time off or Family Medical Leave is categorized as an unpaid leave of absence.

Employees may request an unpaid personal leave of absence in writing in advance to the Human Resources Director. Such request must set forth the period of leave and the reason for such leave. Approval of such requests are at the District's sole discretion. No leave will be granted for the purpose of seeking other employment. If medically related, the employee shall provide medical documentation stating the nature of and verifying the necessity for the leave. Employees must use all accumulated and unused paid leave before unpaid leave will be approved.

No benefits shall accrue during an unpaid leave of absence. An employee may continue the employee's health insurance during an approved leave of absence in accordance with applicable state and federal continuation requirements at the employee's own expense.

An employee on unpaid leave of absence shall give at least one week's written notice before returning to work, if required by Human Resources. If the leave was medically related, the District may require medical documentation that the employee is fit to return to work. An employee returning from an approved leave of absence shall be reinstated into the employee's former position subject to operational considerations.

Failure to report back to work at the expiration of any leave shall be considered a voluntary resignation.

4.02.10 Professional Leave

Professional leave may be granted to teachers and licensed staff to enable an employee to attend professional meetings and make presentations provided permission has been applied for in advance and approved by the Superintendent. Reimbursement will be made for authorized expenses. Approved professional leave will be granted at full pay less the amount of pay received for attending/participating in the activity. Reimbursed expenses will not be deducted.

Professional consultant leave may be granted to teachers and licensed staff to enable an employee to make a paid presentation or to provide paid consultation to other school districts or educational organizations. Permission for professional consultant leave must be applied for in advance and be approved by the Superintendent. Approved professional consultant leave will be granted at full pay provided that the District is reimbursed for substitute teacher costs. The consulting teacher may retain the fee for providing services. Expenses related to performance of consultant duties are not the responsibility of the District. A maximum of three (3) professional consultant leave days per school year may be granted to an individual teacher.

4.02.11 Sabbatical Leave

Teaching staff may be granted sabbatical leave after six (6) years of uninterrupted teaching with the District

No more than two (2) teachers shall be absent on sabbatical leave at any one time.

Requests for sabbatical leave are to be made in writing to the superintendent before ~~March~~ February 1 of the year preceding the school year for which the leave is sought.

Such leave will be granted for the purpose of study, foreign teaching or other approved reasons for a period not to exceed one year.

All fringe benefits will continue to be in force.

Years of service will continue to accrue.

A teacher will remain in the District's employ for the period of two (2) years following the teacher's return from a one year sabbatical leave, or reimburse the District for funds received and funds paid on the teacher's behalf for fringe benefits while on leave. If a teacher is granted less than a one year sabbatical, (e.g. one semester full-time or one year part-time), the employment obligation and reimbursement will be prorated.

The teacher shall be paid at the rate of fifty percent (50%) of their current salary as of the date such leave begins.

No sabbatical leave shall be granted for less than one full semester.

All such leaves are subject to the approval of the Board, and subject to the conditions


established at that time.

In the event that a teacher has a specific grant which will afford them some financial aid, the Board and the OEA will mutually adjust the provisions of the Sabbatical Leave. At no time shall the total of payments from the grant and the teacher's District salary exceed one hundred percent (100%) of the salary which would have been paid by the Board.

4.02.12 Sick Leave Bank

The District has established a Sick Leave Bank (SLB) for other employees to use in the event of a medical emergency or major disaster. A medical emergency means: a medical condition of the employee (or their household member) resulting from a catastrophic accident or injury, that will require the prolonged absence of the employee from work and will result in a substantial loss of income to the employee because the employee has exhausted all paid leave available.

A major disaster is one as declared by the President or the Governor that will require the prolonged absence of the employee from work and will result in a substantial loss of income to the employee because the employee has exhausted all paid leave available.

Employees may donate up to eight hours per year to the SLB. The donation must be to the SLB and not a specific employee. To request hours from the SLB, Employees must complete the  Sick Leave Bank Request Form .

4.02.12.01 Administration of the SLB

The following employee groups will have separate Sick Leave Banks:

- Certified Professional Staff Except For Administrators
- Non-Certified Professional Staff and Hourly Staff
- Administrators

The administration of the SLB shall be performed by an annual standing committee consisting of two employees from the group (with one being from the OEA for their group provided one is available within the timeline), one Human Resources representative and one administrator. The Human Resources representative shall appoint the Committee and act as chairperson. Any vote authorizing use of the sick leave bank must include a vote from either the Human Resources representative or administrator. The SLB Committee may not award more hours than are in the SLB, and may not award more than 100 days to any one employee during the duration of their employment. The SLB Committee shall meet within ten (10) business days after receipt of the SLB Request Form, and render a decision within five (5) business days. The Human Resources representative shall inform the requester of the decision.

4.02.12.02 Appeal of SLB

If a request is denied by the SLB Committee, it may be appealed to the Business Manager by the employee so denied within five (5) business days. The Business Manager will render a decision within five (5) business days.

4.02.13 Worker's Compensation

The District shall maintain Worker's Compensation insurance coverage of all employees in the manner provided by Wisconsin Statutes covering injuries incurred in the course of their District employment.

Any employee who sustains an injury while engaged in District employment shall report the injury to the employee's immediate supervisor as soon as possible but within twenty-four (24) hours.

OSHA rules require that the District must report all work-related fatalities to OSHA within 8 hours and all work-related in-patient hospitalizations, amputations and loss of an eye within 24 hours.

4.02.14 Administrative Intern Leave

- A. Teachers who serve as Administrative Interns will be granted a one-year leave of absence from their teaching responsibilities for up to three years.
- B. Administrative Interns will be able to return to their previous teaching assignment if the position exists or similar position as determined by the District.
- C. Administrative Interns will receive all applicable benefits.
- D. Administrative Interns will assist the administrative team in the completion of professional staff and/or support staff evaluations. An administrator will make the final decision on a teacher's evaluation.

4.02.15 Bone Marrow and Organ Donor Leave

Employees may take leave for the purpose of serving as a bone marrow or organ donor as provided by the Wisconsin Bone Marrow and Organ Donation Leave Act.

4.03 Compensation

4.03.01 Compensation Plan

The Board will determine employee compensation as part of its normal budget process and through bargaining base wage rates as required by state law.

4.03.02 Pay Day

4.03.02.01 Non-Exempt Staff

Non-Exempt Staff will be required to submit timesheets twice a month indicating the time and date worked for each day.

4.03.02.02 Exempt Employee Annualized Payroll Cycle (Certified Staff)

4.03.02.02.01 School Year Employees:

Annualized Payroll: All school year employees on a 24-payroll cycle as agreed to in their individual contract shall have their wages annualized based upon the number of hours worked per day, annual number of days worked, current wage/salary rate, and number of payrolls in accordance with the District-approved format.

School Year Payroll: Employees who had elected a 20-payroll cycle as of the 2022-23 school year may retain that cycle; they may choose to move to a 24-payroll cycle prior to September 1 annually. Once moved, they may not return to a 20-payroll cycle.

4.03.02.02.02 Full Year Employees:

All employees scheduled to work the calendar year will be placed on the twenty-four (24) payroll cycle.

4.03.02.03 Payroll Dates

The payroll dates shall be the 10th and 25th of each month. If the 10th or 25th of the month fall on a weekend, the payroll date will be the preceding Friday. If a bank holiday falls on the 10th or 25th, payroll deposits shall be issued on the preceding day. The first pay date of the school year for school year employees will be September 10th or the first day of school, whichever is later.

4.03.02.04 Direct Deposit Payment Method

All employees shall participate in a direct payroll deposit plan. Direct deposit statements will be available online through Skyward's Self Service Link the day prior to each pay day. Direct deposit changes may be made after giving thirty (30) calendar days notice in writing. Each non-exempt employee shall be able to access information online indicating the number of hours for which straight time hourly pay is received and the number of hours for which the overtime rate of pay is received. Each exempt employee shall be able to access information on the employee's salary received. In addition to the above, each employee shall have

access to electronic records indicating the number of accumulated sick leave days, the number of personal days remaining to the employee's credit, and the number of vacation days to be taken and the number remaining.

4.03.02.05 Definitions for Payroll Purposes Only

Day: A day shall run from 12:00 midnight (12:00 a.m.) to 11:59 p.m.

Week: A week shall run from 12:00 midnight (12:00 a.m.) Sunday until 11:59 p.m. the following Saturday.

The Human Resources Department shall set the pay periods annually prior to July 1. The schedule shall be on the District's website on the Human Resources page.

4.03.03 Co-Curricular Activities

The Board will establish an Activity Schedule for compensation for co-curricular activities as part of its normal budget process.

The administration will select four specific dates in the months of November, February, March and June at the beginning of each year for the activity payroll. Exempt staff can choose to be paid on these dates, or within 30 days of performing their duties. Exempt staff performing duties identified as year-long on the Activity Schedule will also have the option of one payment at the end of the activity. Non-exempt staff will be paid within 30 days of performing their duties.

Staff on the 30-day payment option will be paid after the approved timesheets have been submitted. Other staff will be paid when all related check-out procedures are complete. Staff performing duties under the Activity Schedule will be issued separate co-curricular contracts for these duties. The contracts are valid for one school year and are not subject to the grievance procedure and/or Wis. Stats. § 118.22. All employment for co-curricular positions is at-will.

4.03.04 Teacher Extra Payments

4.03.04.01 Additional Assignments

Teaching staff will perform professional services related to the school program that may be assigned to the teacher by the Board or by any authorized member of the District according to the laws, rules and regulations of the State of Wisconsin and this employing District.

Teaching staff may be assigned to and expected to participate in advising and supervising activities without extra compensation except those enumerated on the

extra pay schedule. A teacher may refuse an assignment provided the assignment is accepted by another teacher. Assignments will be made on a rotating basis. Assignment of duties shall be distributed as evenly as possible among staff members.

A teacher may be requested to voluntarily accept an additional class on an extended basis.

Compensation for an added class which does not require an additional preparation shall be ten percent (10%) of that teacher's base salary per year, not including extracurricular pay.

If the assignment involves an additional preparation, the compensation shall be a percentage of the teacher's base salary, not including extracurricular pay. The percentage shall be obtained by dividing the total periods in a day into one (for example, for an eight (8) period day, it would be 1/8th or 12.5%).

Payment for an additional class assignment to cover a portion of a teaching year shall be prorated on a daily basis in accordance with the above provisions. Such payment presumes the added class will take place within a class period normally assigned for lesson preparation.

A teacher may be requested to voluntarily accept an additional class on a daily basis. A teacher will be compensated for this added class or assignment during the school day with a payment of \$25.00 per class period (40 to 50 minutes in length).

Payment for IEP or 504 meetings that occur during the school year before 7:30 a.m. or after 3:30 p.m. for PK-6, and before 8:00 a.m. or after 4:00 p.m. for 7-12 shall be \$25.00 per hour for the time spent in the IEP or 504 meeting. Payment for IEP or 504 meetings in the summer shall be the teacher's hourly rate at the time of the meeting.

4.03.04.02 Interviewing

Staff may voluntarily participate in the staff interviewing process where requested by the immediate supervisor.

4.03.04.03 Teachers as Learners

Where educators are required to participate in professional growth beyond their regular contract, days will be paid at the rate of pay for summer curriculum or inservice based on a daily rate of 1/190th of \$40,000 for educators with a Bachelor's Degree or \$44,000 for educators with a Master's Degree.

4.03.04.04 Teachers as Teachers

The salary for professional workshop development teaching is based on the base salary of the staff member for the previous school year and on the number of hours taught during the work day. The daily salary for this teaching will be based on the daily rate of 1/190th of the salary for full time teaching times the number of hours taught per day divided by six (6) based on the daily rate that is in effect as of July 1.

The salary for summer school for courses not for credit shall be the educator's regular hourly rate based on the minutes of instruction with students, plus 1 hour of prep per week. Additional prep time may be approved by the Summer School Principal depending on the course. The salary for summer school for 9-12 courses for credit towards graduation shall be the educator's regular hourly rate based on the minutes of instruction with students, plus 1 hour of prep per week.

These calculations shall be based on the daily rate that is in effect as of July 1.

4.03.04.05 Teachers as Curriculum Developers

Rate of pay for summer curriculum or in-service will be based on a daily rate of 1/190th of \$40,000 for educators with a Bachelor's Degree or \$44,000 for educators with a Master's Degree.

Teachers serving on Subject Area Committees (SACs) will participate in summer curriculum work. Compensation will be calculated by prorating the teacher's contractual salary at a rate of 1/190th per day based on the daily rate that is in effect as of July 1.

4.03.04.06 Teacher with Extended Responsibilities

The rate for a teacher who is employed beyond the regular contract period shall generally be the teacher's regular hourly rate in effect at the time of the work, but the District may provide another means of compensation provided it informs the teacher prior to the teacher accepting the assignment.

4.03.04.07 Special Education Release Time

Upon request, special education teachers will be given the following release time per student each school year to complete state mandated paperwork, which does not include the IEP meeting time:

1. Up to eight (8) hours for initial evaluations per student for the primary evaluator/designated case manager.
2. Up to two (2) hours for re-evaluations per student.
3. Up to two (2) hours for annual IEP per student.

The scheduling of the release time will be at the discretion of the building administrator.

The District reserves the option to assign initial evaluations or testing associated with re-evaluations to other appropriately licensed teachers, such as a special education support teacher.

4.03.04.08 Online Teaching

The Oregon School District provides online courses to its students. Teachers who instruct online courses outside the contract day during the school year with the Online Coordinator will be compensated as follows for students per semester who enroll in the course:

- One to nine (1-9) online students = Two Hundred and Fifteen Dollars (\$215) per student.
- Ten to nineteen (10-19) students = One Hundred Seventy-Five Dollars (\$175) per student.
- Twenty or more (20+) students = One Hundred Sixty-Eight Dollars (\$168) per student.

4.04 Graduate Credit Reimbursement

The Board will provide a credit reimbursement for graduate school credits that are pre-approved by the District, are not during contracted time and not part of a Master's Degree program up to \$210 per credit for a maximum of three credits per semester and six credits per summer. For courses completed by August 31, the District will provide reimbursement in the fall where all required paperwork is submitted by the deadline.

4.05 Interest-Free Loan for Graduate-Level Credits

The District will provide to employees interest-free loans for the purpose of paying for approved graduate-level courses that relate to the employee's job responsibilities and that advance the goals and mission of the District. The amount available to each employee is for the exact cost of the credits and may not exceed \$1250.00 per semester (OSD calendar). The employee agrees to repay the loan in equal installments deducted from the employee's paycheck each pay period during the school year in which the loan is provided. Employees must make an application to the District by the required deadline using the District loan request application form. Disbursement of funds to the employee will be made upon timely receipt of application, course approval, submission of documentation demonstrating the cost of the credits, and execution of a contract approving the payroll deduction. Approved graduate-level courses for the purpose of this loan are presumed to be the same as those governed under the credit reimbursement section of the handbook, however the Superintendent has the discretion to approve or deny requested courses that fall outside the existing approved course list. Employees that secure approval for this interest-free loan may also be eligible to receive credit reimbursement.

4.06 Interest-Free Loan for the Personal Acquisition of Technology

The District will provide employees interest-free loans for the purpose of helping them acquire technology that will assist in their job responsibilities and is related to the goals and mission of the District. The amount available to each employee is for the exact cost of the equipment (not to include sales tax), and may not exceed \$1250.00 per semester (OSD calendar). The employee agrees to repay the loan in equal installments deducted from the employee's paycheck each pay period during the semester in which the loan is provided. Employees must make an application to the District prior to the required deadline using the District loan request application form. Disbursement of funds to the employee will be made upon timely receipt of application, purchase approval, submission of documentation demonstrating the cost of the purchase and execution of a contract approving the payroll deduction. Approved technology purchases generally will cover, but are not limited to, items like desktop computers, laptops, notebooks, tablets, and items considered tools that support employee research, instruction and/or curriculum development.

Section 5: Rules of Conduct and Discipline

5.01 General Rules of Conduct

Employees are representatives and ambassadors of the District and are expected to model competence, character, integrity and positive behaviors and leadership while adhering to the highest of standards in the profession of education.

In order to further the District's pursuit of its mission and to provide for its effective operation and the safety and well-being of all who interact with the District, employees are expected to follow these policies and general rules of conduct. The rules of conduct are not intended to restrict the legitimate rights and activities of employees, but rather are intended to help employees by defining and protecting the rights and safety of all persons working, attending or visiting the District.

Employees are expected to acquaint themselves with these rules as well as with other work rules specific to their building. The following list is not exclusive and other conduct may subject an employee to discipline and corrective action. Violations of policy include, but are not limited to:

5.01.01 Attendance and Punctuality

The District expects prompt and regular attendance from all employees. This means that all employees must be at their appointed work stations on time and fully ready and able to work at their starting time. Proper attendance and punctuality are important in order to maintain a good performance record.

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the District to keep an accurate record of time worked in order to calculate employee pay and benefits.

Unnecessary tardiness and absenteeism has a disruptive impact on District operations and may result in discipline and ultimately termination of employment.

Employees are required to call in and report absences or tardiness to their supervisor before the start of the work day unless circumstances prevent the employees from calling in. If an emergency situation exists, the employee must notify the supervisor at the earliest reasonable time.

The following acts shall be violations of work rules and may be grounds for disciplinary action:

- A. Failure to report promptly at the starting time of a shift; leaving before the scheduled quitting time of a shift; or failure to notify the proper authority of impending absence or tardiness;
- B. Unexcused or excessive absenteeism, which includes unpaid leave, or failure to report to work;
- C. Abuse of sick leave privileges, including but not limited to claiming inability to work due to illness or injury when in fact no such illness or injury exists which prevents working; and
- D. Failure to observe break time periods.
- E. Submitting inaccurate or falsified time, attendance or leave records.
- F. Failure to comply with health or safety policies and procedures including those related to COVID-19.

If an employee fails to report to work as scheduled, without the appropriate prior approval or leave, for a minimum of three working days during a fiscal year, the District may consider the employee's position abandoned and take one of the following actions:

- (a) Terminate the employee for cause effective the last day worked; or
- (b) Consider the employee as having resigned, effective as of the end of the last day worked.

The District shall notify the employee in writing about the action taken.

5.01.02 Personal Appointments

Employees are encouraged not to schedule personal appointments during regularly scheduled hours of work. If it is necessary to be absent or to leave for a personal appointment, an employee must notify the supervisor as soon as possible, but no later than the day before such an appointment.

The time absent must be recorded and employees will not be paid for the time missed from work unless sick leave or other paid leave is permitted and available for use.

5.01.03 Personal Communications

Employees should take care of personal business outside of work. The District recognizes that there may be times when this is not possible. To minimize the disruption to the work day and other employees, the District expects that employees will make prudent use of District telephones and personal cell phones or other electronic communication devices for personal use. Personal communications should be made during lunch or break periods to minimize disruption of the workday, whenever possible. Misuse or abuse of this personal communication privilege may result in disciplinary action, up to and including termination.

Employees should request that friends and relatives call at work only in emergencies.

Personal use of District telephones for long distance calling, fax machines and copiers is not permitted without prior District approval and may be cause for disciplinary action, up to and including discharge.

5.01.04 Work Performance

Violations of work rules include, but are not limited to, the following and may be grounds for disciplinary action:

- A. Insubordination, disobedience, failure or refusal to follow the written or oral instructions of supervisory authority, or failure to carry out work assignments;
- B. Failing to fully cooperate in any District investigation, which includes but is not limited to refusing to participate, providing evasive, untruthful or misleading information.
- C. Neglecting job duties and responsibilities;
- D. Failing to obtain or maintain a current license, certification or other qualifications required by law or the District as a condition of continued employment, which includes but is not limited to failing to respond to requests from DPI.
- E. Disclosing confidential or proprietary information (such as student records, personnel records, passwords, etc.) to unauthorized persons, or sharing keys or pogs with unauthorized persons.
- F. Intentionally falsifying records or giving false information relating to any matters relevant to District affairs to other District, State or Federal officers or employees responsible for record keeping or for enforcement of District, State or Federal law;
- G. Failure to observe all safety rules and practices on the job, including failure to use protective equipment and clothing;
- H. Failure to observe all safety rules and practices in the District, including in the use of vehicles and equipment;

- I. Attempting to keep secret or unavailable information or records which are public records or which rightfully should be furnished to other District employees, including unauthorized destruction of records; and,
- J. Failure by a supervisor to take appropriate action to enforce or to deal with infractions of these work rules by employees under their supervision;

5.01.05 Use of District-Owned Property

Violations of work rules include, but are not limited to, the following and may be grounds for disciplinary action:

- A. Abuse or misuse of District property, materials or equipment including motor vehicles;
- B. Stealing or unauthorized possession of District property, equipment, or materials;
- C. Unauthorized use of District property or equipment including but not limited to vehicles, telephones, computers, copy machines, or mail service; and,
- D. Selling, giving away or otherwise transferring District property or the use of District property to any person unless specifically authorized to do so by the Business Manager, Superintendent or Board.

5.01.06 Personal Actions and Appearances

Violations of work rules include, but are not limited to, the following and may be grounds for disciplinary action:

- A. Commission of a Federal or State crime during the hours of employment as a District employee or involving the use of any District property or facility;
- B. Threatening, attempting to inflict, or inflicting bodily harm upon students, fellow employees, representatives of other agencies, or members of the public while working as a District employee, except when exercising a privilege conferred by law, and then only to the extent that such activity is legally privileged;
- C. Threatening, intimidating, interfering with, using abusive language, or failing to maintain professional boundaries toward fellow employees, students or members of the public while working as a District employee, including slurs based upon race, creed, gender, or place of national origin;
- D. Sexual or other harassment of students, fellow employees, representatives of other agencies, or members of the public while working as a District employee;
- E. Unauthorized possession of weapons on the job or during hours;
- F. Making or disseminating false, defamatory or malicious statements concerning students, other employees, supervisors or officers of the District;
- G. Unauthorized possession or use of alcoholic beverages or controlled substances during work hours, while on District time or property, or while engaging in District business;
- H. Reporting to work under the influence of alcohol or controlled substances;
- I. Use of alcohol or controlled substances when such affects the employee's performance of job duties;

- J. Reporting to work in a condition reasonably likely to be unsafe to the employee, other employees, members of the public or to physical property due to the influence of medication or due to illness;
- K. Unauthorized possession, lending, borrowing, or duplication of District keys or credit cards; careless or improper use of District keys or credit cards; or failure to report promptly the loss of District keys or credit cards;
- L. Intentionally, carelessly or negligently damaging or destroying property owned by members of the public while performing duties as an employee; and
- M. Use of tobacco products or electronic cigarettes or related devices in or on District buildings or property or while engaged in job duties.
- N. If staff charge for outside instructional services or special education programming outside of contract hours for any District student during the school year, whether as an individual or while working for a third party, staff must inform the District Superintendent so the District may ensure the student is receiving the free and appropriate public education the District is required to provide to its students. Staff shall not charge for services that would violate this legal requirement, or other state or federal laws. Staff may not use school property, District-owned materials or resources for personal financial gain without express permission from the District Superintendent. This provision does not apply to a staff member providing such services through the District's Community Education and Recreation Department or through any entity who provides services in partnership with the District. It also does not apply to instructional services not offered by the District, such as lessons for instruments for students PK-3. [Board Policy 912: Facilities Use Guidelines](#)

5.02 Discipline

The following procedures outline generally the steps available in administering employee discipline. These procedures are not all inclusive and the District may pursue other discipline methods appropriate to a situation.

5.02.01 Factors for Consideration

When considering the application or degree of disciplinary actions the following may be considered:

- The seriousness and circumstances of the particular offense;
- The employment history of the employee involved, including length of service; and
- The frequency, date and nature of prior disciplinary actions taken with respect to the employee.
- Prior disciplinary actions by the District involving similar circumstances and the discipline imposed in those circumstances pursuant to the Employee Handbook.

5.02.02 Available Corrective Activity

The following employee discipline actions, set forth in ascending order of severity, are available to the District. The District may impose discipline at the level it deems appropriate under the circumstances and is not required to follow a progression through these levels:

A. Oral Reprimand:

This involves a face-to-face meeting between the immediate supervisor and the employee to discuss the unsatisfactory areas of the employee's work performance or conduct and suggestions for improvements. The occurrence of such discussions should be documented by the supervisor, and a copy of such documentation placed in the employee's personnel record. The employee shall be notified of the placement of the reprimand in the personnel record.

B. Written Reprimand:

This involves a written statement outlining the causes of the reprimand and indicating that disciplinary action will result if not corrected. Where applicable, references to previous oral reprimands should be noted. The written reprimand should be discussed with the employee at the time it is given and a copy should be placed in the employee's personnel file.

C. Suspension Without Pay:

This involves a removal from work without pay for a varying length of time. Notice of the suspension must be in writing with copies going to the employee, the Board and the employee's personnel record. The written notice of suspension shall state the reason for the suspension and the length and dates of the suspension and shall bear the Superintendent's signature.

D. Alternatives to Suspension:

a. Reassignment: Under some circumstances, reassignment of an employee to another job situation may be appropriate either as a disciplinary action, as a means of assisting the employee in avoiding disciplinary actions in the future or as a means of increasing productivity. Where appropriate, the Superintendent may offer the employee reassignment in lieu of other disciplinary actions, if another position is available. If the employee declines reassignment, other disciplinary actions appropriate to the employee's conduct may be imposed.

b. Demotion: In some circumstances, the Superintendent may recommend demotion or transfer-demotions as a disciplinary action. However, disciplinary demotions should only be made if there is reasonable belief that the action will improve the employee's conduct.

E. Discharge: This involves the employee's termination as a District employee.

Section 6: Separation from Employment

6.01 Forms of Separation

All separations from District employment shall be designated as one of the following: resignation, retirement, layoff, disability or dismissal. The termination date is recognized as the last day on the payroll.

6.01.01 Resignation/Retirement

Resignation/Retirement is a voluntary, permanent separation initiated by the employee. It is expected that employees will give as much notice as possible in order to facilitate recruitment and orientation of new employees. School year employees shall submit their written notice of retirement no later than April 1. School year educators and licensed non-represented employees that submit their written notice of retirement by ~~March~~ **February** 1 shall receive a one-time payment of \$300 on their last paycheck as an early notification incentive. Full year employees shall submit their written notice of retirement at least thirty (30) days in advance. Employees shall submit their resignation in writing at least two (2) weeks in advance of their planned departure. Failure to do so may result in the employee being assessed the penalties set forth in §6.02.

6.01.02 Layoff

A layoff is the termination or reduction of employment due to a shortage or stoppage of work or funds, functional reorganization, abolishment of a position, student enrollment or other similar reasons.

6.01.03 Disability

An employee may be separated from District employment when the employee is unable to perform the required duties due to physical or mental illness, injury or disease with or without a reasonable accommodation, if such accommodation provides an undue hardship, or the employee poses a direct threat to the employee's self or others. School year employees shall notify the Human Resources Director no later than ~~March~~ **February** 1 whether they are able to return the following school year absent extenuating circumstances.

6.01.04 Termination

Termination is the involuntary separation from employment of a District employee.

6.02 Resignation Fee - Certified Staff

In the event a teacher or licensed non-represented staff fails to fulfill the term of an individual contract, other than for health reasons, the teacher shall be liable for the costs associated with recruitment and replacement. The amount to be assessed in lieu of the cost associated with recruitment and replacement from:

- June 16 - July 31 = \$500
- August 1 - August 31 = \$1,000

- September 1 - June 15 = \$500 (with at least four weeks notice)
- September 1 - June 15 = \$1,000 (with less than four weeks notice)

The amount to be assessed above will not apply to teachers retiring or an interim teacher leaving so a full-time teacher could return.

6.03 Retirement Eligibility

Retirement eligibility is established by the Wisconsin Retirement System standards.

6.04 Reduction in Force

If the Board determines to reduce the number of teaching or administrative positions, it will follow the provisions of Sections 118.22 and 118.24, Stats.

Otherwise the Board may consider the following when determining the employee subject to lay-off:

- Normal attrition from resignations and retirements;
- Volunteers for layoff;
- Qualifications and certifications;
- District operational needs; and
- Length of service.

6.05 Grievance Procedure

6.05.01 Purpose

The purpose of this grievance procedure is to provide a way for District employees to resolve grievances concerning discipline, termination, or workplace safety. The District believes that it is in the best interests of both employees and the District that all matters in dispute between the employee and the District first be addressed informally in an effort to resolve them, prior to engaging this Grievance Procedure.

This Grievance Procedure is intended to comply with Wis. Stat. §66.0509(1m). This procedure does not create a contract of employment.

6.05.02 Definitions

“Grievance” means a written complaint related to the discipline or termination of an employee or to “workplace safety.”

“Employee Termination” shall be construed to mean the involuntary separation from employment of a District employee. “Termination” does not include layoff, failure to be recalled from layoff, furlough or reduction in workforce, job transfer, non-disciplinary

demotion, reduction in or elimination of position, reduction in hours, resignation, voluntary quit, abandonment, end of employment due to disability, retirement, or death, and end of employment and/or completion of an assignment of limited term (such as a co-curricular contract or assignment), temporary, seasonal, substitute, or part-time employees.

“Employee discipline” shall be construed to mean a suspension without pay, or a demotion or reduction in rank, pay, or other benefits, imposed by the employer for disciplinary reasons. “Employee discipline” does not include oral or written reprimands, performance evaluations, performance improvement plans, administrative leave or suspension with pay, or any other employment action such as wage, benefit or salary adjustments, transfers or other change in assignment.

“Probationary period”: All employees shall be on probation for a period of two years of service from the date of hire. This period may be extended by mutual agreement between the Human Resources Director and the employee. During the probationary period, employees shall not be disciplined, terminated or nonrenewed for arbitrary or capricious reasons, meaning that the decision was so unreasonable as to be without a rational basis.

When calculating the probationary period, should the District be closed for in-person instruction for more than 21 calendar days due to public health or other emergencies, the Director of Human Resources has the discretion to extend the probationary period until the two-year Educator Effectiveness Cycle or other evaluation cycle is completed in consultation with the employee’s evaluator and employee. Employees will be notified in writing of any extension.

"Just cause" as used in §6.05.06(A) and §6.05.07(D) shall apply to all employees who have successfully completed a probationary period and mean an assessment as to whether:

1. The administrative decision is consistent with the Employee Handbook or other District policies;
2. The process leading to the administrative decision was fair;
 - a. In making this finding, consideration will be given as to whether:
 - i. the employee knew or should have known of the District's expectations;
 - ii. the employee was provided with notice of the administration's intent to discipline or terminate the employee ; and
 - iii. the employee was provided with an opportunity to discuss informally with the administration the intended action prior to the decision being made.
3. The administrative decision has a reasonable basis in fact.
4. In terminations, the employee knew what the charges were at least 7 days in advance of the impartial hearing so as to have a reasonable opportunity to prepare a defense to those charges.

“Workplace safety” shall be construed to refer to an existing condition that endangers an employee’s health and safety, or any workplace policy or procedure established by state or federal law or the Board to protect the safety and health of employees in the school district and, as used in this section, is alleged by an employee to have been violated and to have adversely affected the employee’s safety at the employee’s workplace.

6.05.03 Time Limits

If an employee fails to comply with any time periods or other procedures of this policy, the grievance will be deemed resolved and the employee shall have no further right to pursue or appeal a grievance decision. If the District fails to comply with any time periods or other procedures of this policy, the employee may advance the grievance to the next level, and there shall be no other consequence or remedy for the employer’s failure to comply with any time periods or other procedures. A grievance may be withdrawn by the employee at any time. Once a grievance is withdrawn, it cannot be reopened or re-filed. The parties may mutually agree to extend any time deadline. Such extensions shall be non-precedential.

6.05.04 Procedure for Termination of an Employee

A. Termination of an Employee with a Contract for a Definite Term

The procedure for terminating an employee during the term of a Wis. Stat. Section 118.22 or 118.24 contract is as follows:

- a. The Superintendent or designee (or in the case of the termination of the Superintendent, an individual designated by the Board President) shall notify the employee, in writing, that the Superintendent or designee intends to recommend that the Board terminate the employee’s contract during its term at the next regularly scheduled Board meeting or a Special Board meeting. The notice shall include the basis on which the recommendation for termination will be presented to the Board at the informal conference. The employee will be provided information prior to the Board meeting as to the basis for the recommendation so as to allow a reasonable opportunity to prepare a defense prior to the Board meeting.
- b. At the Board meeting to hear the termination recommendation, the Board shall hold an informal conference in which the Superintendent or designee (or in the case of the termination of the Superintendent, an individual designated by the Board President) will present a summary of the factual basis for and argument in support of the recommendation for termination the employee may have a representative present at the conference. The employee and the employee's representative may present a summary of any facts and arguments in response. An informal conference for purposes of this Grievance Policy and Procedure, is not an evidentiary hearing, i.e., there shall be no swearing of witnesses and no direct or cross examination of witnesses; and the rules of evidence do not apply.
- c. The Board shall decide whether to accept the administration's recommendation for termination of the contract during its term. Any

decision to terminate a contract during its terms must be approved by four Board members. The Board shall issue its decision, in writing, within seven (7) days of the informal hearing. If the Board accepts the recommendation to terminate the employee, the Board shall inform the employee, in writing, that the Board has terminated the employee's contract/employment and that, if the employee wishes to appeal the termination decision, the employee shall file an appeal requesting an "Impartial Hearing" at §6.05.05(D) of the Grievance Procedure, by filing a completed grievance form with the Board President within the time limits set forth in §6.05.05(D). If no appeal is filed, the Board's decision shall become final.

B. Non-Renewal of a Teacher or Administrator Contract

The procedures for non-renewal of a teacher or administrator contract set forth in Wis. Stat. §§ 118.22 and 118.24, respectively, shall be applicable. If the Board non-renews the contract of a teacher or administrator, pursuant to Wis. Stat. §§ 118.22 or 118.24, and the teacher or administrator wishes to appeal the non-renewal decision, the teacher or administrator shall file an appeal requesting an "Impartial Hearing" at §6.05.05(D) of this Grievance Procedure, by filing a grievance form with the Board President within twenty-one (21) days of receiving final, written notice of non-renewal from the Board. If no appeal is filed, the Board's decision shall be final.

C. Other Employee Terminations

Prior to the termination of an employee in circumstances not covered by Sections A and B, above, the Human Resources Director shall hold an informal conference, with reasonable notice, with the employee to advise the employee of the District's intent to terminate the employee. The notice shall be in writing and include the factual grounds on which the intent to terminate the employee is based. The employee shall be allowed to have a representative present at this conference. The employee and the representative shall have an opportunity to present any facts and arguments in response. After this meeting, if the administration decides to terminate an employee under this section, the employee may file a grievance under §6.05.05(A). If no appeal is filed, the administrative decision shall be final.

6.05.05 Process

A. Written Grievance Submission

Only the employee who is subject to the discipline or termination or directly impacted by the issue of workplace safety may file a grievance. The employee must file a grievance within seven (7) calendar days of the date the employee knew or reasonably should have known of the termination, employee discipline or workplace safety issue. The grievance must be in writing on the Employee Grievance Form available on the District website. On the form, the grievant shall: (1) identify the category of grievance (i.e., termination of an employee without a contract with a definite term, discipline, or workplace safety); (2) describe the

attempts to resolve the complaint informally; (3) identify the facts supporting the grievance; (4) specify the policy, rule, regulation, or law alleged to have been violated, and the rationale supporting the grievance; and (5) describe the relief requested. The grievance must be given to the Superintendent. If the grievant is the Superintendent, the grievance must be given to the Board President.

B. Representatives

Any party involved in the grievance may have a representative present at all levels once the grievance has been filed in writing.

C. Administrative Decision

The Superintendent shall act on the grievance within fourteen (14) calendar days of receipt of the written grievance, unless the Superintendent is the Grievant in which case the response shall be provided by the Board. The written response shall contain a statement of the basis for the decision to sustain or deny the grievance, the information used to reach the decision, and, if denied, the deadline for the Grievant to appeal the grievance to an Impartial Hearing Officer. The Superintendent is encouraged to meet with the Grievant to discuss the grievance.

D. Impartial Hearing

If the grievant wishes to appeal the administrative decision or a Board decision described in §6.05.04, the grievant must file a written appeal with the Board President within seven (7) calendar days of receipt of the administrative decision or Board decision, requesting a hearing before an Impartial Hearing Officer. The hearing shall take place within a reasonable time. The Impartial Hearing Officer shall file a written decision within thirty (30) days after the hearing is concluded, unless the Impartial Hearing Officer notifies the parties that more time is needed and provides the reasons for the extension. Additional information regarding the Impartial Hearing process is found in §6.05.06 below.

E. Appeal of Impartial Hearing Officer's Decision

If either party is aggrieved by the decision rendered by the Impartial Hearing Officer, the aggrieved party may file a written appeal with the Board within ten (10) days of receiving the Impartial Hearing Officer's decision. If no appeal is filed within ten (10) days, the decision of the Impartial Hearing Officer shall become final. Additional information regarding the Board's review on appeal of an Impartial Hearing Officer's decision is found in §6.05.06, below.

6.05.06 Procedure for Impartial Hearing.

1. Standard of Review

At the hearing, the administration shall present evidence as to the process utilized in reaching the administrative decision and the factual basis on which the administrative decision was based. The Impartial Hearing Officer shall uphold the administrative decision to terminate or discipline an employee upon a finding of the applicable standard as defined in §6.05.02. The employee shall then present particular facts and arguments to support the employee's contention that the decision is not supported by the applicable standard as defined in 6.05.02.

The review of an administrative decision concerning a workplace safety grievance shall be upheld if it has a reasonable basis in fact.

2. Impartial Hearing Officer

The Impartial Hearing Officer shall be chosen by the District from either the staff or Commissioners of the Wisconsin Employment Relations Commission or an ad hoc arbitrator selected from a list provided by the WERC.

3. Impartial Hearing Officer Responsibilities and Authority

The Impartial Hearing Officer will do the following:

- a. Screen the grievance and determine whether it falls within one of the categories subject to the grievance procedure and whether it has been timely filed.
- b. Notify the parties of the time and location for the hearing at least two (2) weeks before the hearing.
- c. Subpoena witnesses as necessary to ensure their testimony when requested by either party.
- d. Make evidentiary findings and conclusions. In the case of a grievance related to a termination, a teacher contract non-renewal under Wis. Stat. § 118.22, an administrator contract non-renewal under Wis. Stat. § 118.24, or discipline, the Impartial Hearing Officer shall determine whether a full evidentiary hearing is needed to afford the employee procedural due process, and, if so, shall allow the grievant to present evidence, call and question witnesses, cross-examine adverse witnesses, obtain copies of evidentiary materials and argue their ~~his or her~~ case. The rules of evidence shall not apply at any hearing, but the Impartial Hearing Officer may exclude or limit irrelevant, repetitive, or redundant evidence or any evidence lacking probative value. The Impartial Hearing Officer, in the conduct of the proceeding, shall be mindful of the desire for a speedy and inexpensive resolution of any appeal.
- e. If the grievance is meritorious, in whole or in part, determine what relief is necessary to provide recompense to the grievant in a grievance that involves termination, contract nonrenewal under Wis. Stat. §§ 118.22 or 118.24, or discipline. In a grievance concerning workplace safety, determine what action is necessary to correct the hazardous condition. The Impartial Hearing Officer may not award attorney's fees or litigation expenses against the District at any time for any reason.
- f. The Impartial Hearing Officer shall be confined to consideration of the precise issue(s) submitted on the grievance form, shall apply the applicable standard of review in §6.05.06(A), and shall have no authority to determine any other issue or make observations or declarations of opinion which are not directly essential in reaching the determination.

- g. The hearing shall be recorded using an audio recorder or a court reporter. The grievant shall be given the opportunity to have the hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy, which may apply to the subject matter of the hearing, e.g. pupil confidentiality.
- h. The Impartial Hearing Officer shall issue a written decision no more than thirty (30) days after the hearing is concluded, unless the Impartial Hearing Officer notifies the parties that more time is needed and the reasons therefore.
 - i. The Impartial Hearing Officer shall inform the parties that an appeal of the decision may be taken to the Board if filed within ten (10) days of the receipt of the decision of the Impartial Hearing Officer, and that if no appeal is timely filed, the decision of the Impartial Hearing Officer shall become final.

6.05.07 Procedure for Board Review on Appeal of Impartial Hearing Officer's Decision

- A. A party aggrieved by the decision rendered by the Impartial Hearing Officer may file a written appeal with the Board within ten (10) days of receiving the Impartial Hearing Officer's decision. If no appeal is filed within ten (10) days, the Impartial Hearing Officer's decision shall become final.
- B. Except for grievances involving an employee termination (regardless of whether the employee has a contract for a definite term) or teacher or administrator contract non-renewal under Wis. Stat. §§ 118.22 or 118.24, the Board may, at its sole discretion, assign an appeal panel of at least three members of the Board, for the purpose of considering appeals under the grievance procedure.
- C. The Board President shall give ten (10) days notice to the parties of an appeal hearing before the Board or appeal panel, if such a hearing is necessary. The Board or appeal panel shall review the grievance on the record established by the Impartial Hearing Officer unless it determines that additional information is needed. Each party may make a brief oral presentation to the Board or appeal panel to summarize their position. The appeal hearing shall be recorded and shall be held in closed session, unless the parties are allowed to present additional information, in which case the grievant shall be given the opportunity to have the evidentiary portion of the appeal hearing conducted in open session, subject to such other legal requirements relating to confidentiality or privacy, which may apply to the subject matter of the hearing, e.g. pupil confidentiality.
- D. The Board or appeal panel shall make every reasonable effort to meet, consider and decide the appeal within sixty (60) days after receipt of the appeal. The Board or appeal panel may affirm, reverse, or modify the administrative decision. The Board shall review the record created by the Impartial Hearing Officer under the applicable standard set forth in §6.05.02.

- E. The Board or appeal panel shall make every effort to send to the grievant and the District Administrator a written statement of its decision within a reasonable time after hearing the appeal.
- F. The Board's decision on appeal shall be final.
- G. This policy is not intended to create substantive rights enforceable in federal or state court, but rather serves as a policy guideline for the District with respect to the discipline and termination of employees.
- H. This policy does not preclude employees from enforcing any right under federal and state law pursuant to statutory enforcement mechanisms.

6.05.08 Retaliation Prohibited

No reprisals of any kind shall be taken by the Board or by an employee of the District against any party in interest or other employee on account of ~~his/her~~ their filing a grievance or participating in a filed grievance.

APPENDIX A

SAFE HARBOR POLICY

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your payroll promptly to identify and to report all errors.

Review Your Paycheck

We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention within the fiscal year, we promptly will make any correction that is necessary. Please review your paycheck when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please use the reporting procedure outlined below.

Non-exempt Employees

If you are eligible for overtime pay or extra pay, you must maintain a record of the total hours you work each day. These hours must be accurately recorded on either your electronic or paper timesheet provided by the District. At the end of each pay period, you should timely submit your electronic or paper timesheet for verification and approval. When you receive each paycheck, please verify immediately that you were paid correctly for all regular and overtime hours worked each workweek. You should not work any hours outside of your scheduled work day unless your supervisor has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your timesheet. Employees are prohibited from performing any “off-the-clock” work. “Off-the-clock” work means work you may perform but fail to report on your timesheet. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination.

Exempt Employees

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours that you may work for the District. This salary will be established at the time of hire or when you become classified as an exempt employee. You will receive your full salary for any workweek in which work is performed. However, your salary is subject to certain deductions. For example:

- Family and Medical Leave absences (either full or partial day absences);
- Unpaid disciplinary suspensions;
- The first or last week of employment in the event you work less than a full week; or
- Liquidated damages for breach of contract.

Your salary also may be reduced for certain types of deductions, such as: your portion of health, dental, life insurance or disability premiums; flex plan contributions, state, federal or local taxes, social security; Wisconsin Retirement System or voluntary contributions to a 403(b)/457 plan.

To Report Violations of This Policy, Communicate Concerns, or Obtain More Information

It is a violation of the District's policy for any employee to falsify a timesheet, or to alter another employee's timesheet. It is also a serious violation for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time card to under- or over-report hours worked. If any supervisor or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, or (3) conceal any falsification of time records or to violate this policy, do not do so. Instead, report it immediately to the Director of Human Resources.

If you have questions about deductions from your pay, please contact Payroll immediately. If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you should report your concerns immediately to Payroll. If you have not received a satisfactory response within five business days after reporting your concern to Human Resources and you are unsure who to contact to correct the problem, please immediately contact the Director of Human Resources.

Every report will be fully investigated and corrective action will be taken, up to and including termination of any employee(s) who violates this policy.

In addition, the District will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

~~**Appendix B**~~
~~**Support Staff Hourly Wage Schedule 2023-24**~~

~~¶~~

Administrative Assistants				
Head Admin Assistant / District Office	¶	¶	Athletics, Attendance, Reception (DO, Pool), Student Services	¶
¶	Step 1	\$24.04	Step 1	\$22.05
¶	Step 2	\$26.13	Step 2	\$22.57
Custodians / Technology				
Head Custodians / Technicians (DO)	¶	¶	Custodians	¶
¶	Step 1	\$24.04	Step 1	\$22.05
¶	Step 2	\$26.13	Step 2	\$22.57
Food Service				
Kitchen Coordinator	¶	¶	Assistant Cooks	¶
¶	Step 1	\$22.47	Step 1	\$17.77
¶	Step 2	\$22.99	Step 2	\$18.81
Cooks	¶	¶	¶	¶
¶	Step 1	\$20.90	¶	¶
¶	Step 2	\$21.95	¶	¶

~~¶~~

Special Ed / Health Paraprofessionals		Regular Ed / Tech / LMC / Reading Paraprofessionals	
High School Degree or Equivalent	¶	High School Degree or Equivalent	¶
Special Ed License	\$20.90	¶	\$18.81
Sub License* / Associate's Degree OR CNA	\$21.43	Sub License* / Associate's Degree OR CNA	\$19.33
Sub License* / Bachelor's Degree OR Registered Nurse	\$21.95	Sub License* / Bachelor's Degree	\$19.86
Teaching License OR Bilingual	\$22.47	Teaching License OR Bilingual	\$20.38

~~*Willingness to obtain a license and work as a substitute teacher on occasion if asked by administration.~~

~~¶~~

- ~~★ Staff move to step 2 on the next fiscal year after the successful completion of their 2-year probationary period. (July 1 for full-year staff; September 1 for school year staff).~~

Appendix CB
**ACKNOWLEDGMENT AND RECEIPT OF EMPLOYEE
HANDBOOK**

I have received a copy of the Oregon School District Employee Handbook (the “Handbook”).

I agree to review the Handbook thoroughly and to familiarize myself with its contents **annually**.
I understand that I am responsible for knowing and complying with the policies and terms
contained in this Handbook, and to keep informed of any changes to this Handbook.

I understand that nothing contained in this Handbook is intended to create any contractual right,
express or implied, to employment or to any particular term or condition of employment.

I understand that the Oregon School District reserves the right to revise, update, amend or
terminate any policy or term in this Handbook at any time.

Employee Name (please print)

Primary Location

Employee Signature

Date

(Please return this signed and dated Acknowledgement of Receipt to your Immediate Supervisor.
You may wish to keep a copy for your records.)