

OREGON SCHOOL DISTRICT  
BOARD OF EDUCATION  
POLICY COMMITTEE MEETING  
2021-22

DATE: June 13, 2022  
TIME: 5:00 P.M. - 6:15 P.M.  
PLACE: Oregon High School - Innovation Center Conference Room  
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)

REVISED AGENDA

- A. Public Comment Regarding Agenda Items
- B. Old Business
  - 1. None
- C. New Business
  - 1. Policy 411.02 - Graduation Requirements - Portrait of a Graduate
  - 2. Employee Handbook 2022-23
- D. Future Business:
  - 1. Employee Handbook - Holidays
- E. Future Meeting: July 11, 2022 at 5:00 p.m.
- 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.

The Oregon School District will provide an educational experience designed to help each student reach their full potential. We endeavor that students learn and master academic content, form meaningful relationships and develop the skills, aptitudes and characteristics important to meeting the challenges they may face in building rewarding lives. By the time of graduation, students must demonstrate **Competency** and have a strong foundation built through **Character & Culture**, **Critical & Creative Thinking**, and **Community** upon which to move forward as a member of their community and a global society.

### Competency

Graduates exhibit mastery of all assigned and self-selected learning standards.

Meet all learning requirements as outlined in Board Policy 411.01

### Character & Culture

Graduates exhibit traits that build a foundation leading to success in any chosen future and contribute to a caring and inclusive community.

- Understanding the importance of respecting individual and cultural diversity.
- Empathy, including a willingness to seek and understand the perspective of others.
- Ability to employ strategies that support their own physical and mental wellness.
- Awareness to recognize an injustice and advocate for oneself and others.
- Adaptability, flexibility, and perseverance in the pursuit of meaningful educational, career, and personal goals.
- Anticipation and acceptance of the consequences of their actions.
- Motivation, curiosity, and the inspiration to be a lifelong learner.
- Skills necessary to be self-sufficient, including a knowledge base in personal finances.

## Critical & Creative Thinking

Graduates think critically and creatively in a variety of situations.

- Ability to gather and analyze information while evaluating source credibility.
- Ability to utilize critical thinking to identify and solve problems.
- Ability to think creatively and innovatively on a variety of levels (e.g., cognitively, intellectually, and socially).
- Ability to work collaboratively and independently.

## Community

Graduates display the skills and understanding necessary to learn from and contribute to local and global communities.

- Understanding and appreciation of the importance of being a responsible community member who exchanges ideas respectfully and values the input of ideas different from their own.
- Understanding of the manner in which our government operations at the local, state, national and global level.
- Ecological literacy and an understanding of the importance of sustainability and being a responsible environmental steward.
- Willingness to pursue opportunities such a club and extra-curricular participation, mentorships, internships, and community service activities.
- Employing digital citizenship - responsible use of the Internet and technology - when engaging with society.
- Ability to effectively communicate with others via a variety of mediums.



**OREGON SCHOOL DISTRICT**

## **Employee Handbook**

**Oregon School District  
123 East Grove Street  
Oregon, WI 53575  
[www.OregonSD.org](http://www.OregonSD.org)**

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**2022-2023 School Year**

**Effective: \_\_\_\_\_**

**Proposed Changes Are in Purple**

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(Will be updated when final)

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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; brother- or sister-in-law; uncle, aunt, niece, nephew, 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:

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Oregon High School  
456 N. Perry Pkwy  
Oregon, WI 53575  
P: (608) 835-4303  
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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 Help**

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: <http://helpdesk.oregonsd.net>
- Via email: [helpdesk@oregonsd.net](mailto: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 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.

## **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 major traffic violation, such as 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 brand, 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 or publicity by staff involving the District or its students regarding school business, student recognition, student work

product or co-curriculars shall be approved in advance by the Director of Communications and the Superintendent.

## **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. ~~Typically this person is employed for not more than twelve (12) weeks.~~

#### **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 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**. ~~usually will not exceed ninety (90) working days per 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 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.

### **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 ~~225~~ **275** 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 half-day kindergarten, early childhood and PK-4 ~~specials~~ **rotations** teachers.

- 5-6 ~~Two (2) prep periods during the student day.~~ 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.
- 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 10<sup>th</sup> 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](http://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. In addition, the Food Service Department has several made to order options available for pre-order from the High School on full school days which can be referenced on the Food Service Department's website. Orders must be placed by 8:30 a.m. for same day delivery. 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**, ~~and in multiples of five (5) 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 the period is received in the District Office by the 10th of the month preceding monthly billing.

## 4.02 Leaves

### 4.02.01 Holidays

All full-time District employees shall receive their regular straight time rate of pay for designated holidays. The District recognizes the following paid holidays for staff by category of employment **effective July 1, 2023**:

Holiday	Full Year Employees	Teachers & LNR	Administrative Assistants	Food Service & Paraprofessionals
Fourth of July	X			
Labor Day	X	X	X	X
Wednesday before Thanksgiving	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	
Friday before Easter	✕		✕	✕
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. 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. not to exceed the maximum number of hours of 160.~~

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 may not be accumulated unless agreed to in writing by the Business Manager, except where the employee would suffer loss of earned vacation time due to the District's refusal to grant a timely request for vacation usage to be taken in the month of June. Vacations carried forward under the preceding sentence will be used during the ensuing twelve (12) months.~~



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**

##### **4.02.03.01.01 Teachers**

Each staff member will be entitled to seventy-two (72) 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 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 four 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**

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 years 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 four

hours of their accrued sick leave during summer school provided they find a substitute except in an emergency.

Sick leave will be allowed unlimited accumulation year-to-year.

#### **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.

Sick Leave will be allowed to unlimited accumulation year to year.

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 four 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 four hours of their accrued sick leave during summer school provided they find a substitute except in an emergency.

Sick leave will be allowed unlimited accumulation year-to-year.

Sick leave will be recorded and taken in no less than fifteen (15) minute increments.

#### **4.02.03.01.05 Custodial**

Full time employees will be provided eighty (80) hours of sick leave per year prorated based on FTE.

Sick leave will be allowed unlimited accumulation year-to-year.

Sick leave will be recorded and taken in no less than one (1) hour increments.

#### **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 four hours of their accrued sick leave during summer school provided they find a substitute except in an emergency.

Sick leave will be allowed unlimited accumulation year-to-year.

Sick leave will be recorded and taken in no less than 15 minute increments.

#### **4.02.03.01.07 District Support Staff**

A full-time District Support Staff employee will receive thirteen (13) days (104 hours) of sick leave. Sick leave days will be prorated based on FTE. Sick leave will be allowed unlimited accumulation year-to-year.

#### **4.02.03.02 Use of Sick Leave**

Sick leave shall be requested in advance when possible and include a general rationale for use as described below. 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. Immediate family means spouse, children, parents, grandparents, foster parents, brothers, sisters, 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.
- C. Death of a member of the employee's immediate family.
- D. Other leave may be granted by the Superintendent.

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

Sick leave may be used in fifteen (15) minute increments.

#### **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 sixteen (16) personal leave hours per year, prorated based upon FTE status.

School Year Employees: Sixteen (16) 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. 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 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 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 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 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 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 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 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 his/her 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 him/her 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 Sick Leave Bank (SLB) is intended to provide for hardship situations, such as a catastrophic illness or accident.

##### **4.02.12.01 Administration of the Sick Leave Bank**

The following employee groups will have separate Sick Leave Banks:

- Teachers and Licensed Non-Represented Staff
- Paraprofessionals
- Custodial
- Food Service
- Administrative Assistants
- District Support

The administration of the Sick Leave Bank shall be performed by a standing committee consisting of two employees from the group, one Human Resources representative and one administrator. The committee shall elect one member to act as chairperson. Any vote authorizing use of the sick leave bank must include a vote from either the Employee Services representative or administrator.

Requests for Bank time must be made in writing, and submitted to the Human Resources Department. Bank days may be used for the same reasons as indicated above. Employees shall exhaust all paid leave before accepting sick leave bank donations.

Human Resources will notify the members of the SLB committee, which will meet within ten (10) working days after receipt of the application. The committee will render a decision within five (5) working days.

A quorum shall consist of a majority of the committee members present. Authorization for withdrawals from the SLB shall be made by a majority of the members present and voting.

Withdrawals from the Sick Leave Bank may not exceed the number of days available in the SLB.

##### **4.02.12.02 Appeal**



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) working days. The Business Manager will render a decision within five (5) working 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. Interim teachers will be hired for one year to fill the Administrative Intern positions on a temporary basis.~~
- C. Administrative Interns will be able to return to their previous teaching assignment if the position exists or similar position as determined by the District.
- D. Administrative Interns will receive all applicable benefits.
- E. Administrative Interns will assist the administrative team in the completion of the Danielson Teacher Assessment and Performance model. 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: School year employees may voluntarily request to be paid on a twelve (12) month payroll cycle as set forth in subsection 2, below. Such a request shall be made in writing and submitted to the business office by September 1st. For employees with an individual contract, such election may be provided at the same time as the issuance of the individual contract or letter of intent. All school year employees covered under this provision 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: For employees who do not voluntarily request to be paid on a twelve (12) month payroll cycle, the payroll cycle shall be on a ten-(10-) month basis and shall be placed on a twenty (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 paid 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, ~~January~~, 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 ~~\$18.00~~ \$25.00 per class period (40 to 50 minutes in length).

Payment for IEP or 504 meetings that occur during the school year ~~during summer time or for meeting time 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 ~~\$18.00~~ \$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 1/190<sup>th</sup> 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
- G. 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) Treat 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 his/her 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.

## **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 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 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 through duty year will be \$500.

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 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 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.

# **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. 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.

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Employee Name (please print)

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Primary Location

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Employee Signature

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Date

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