

SILETZ VALLEY SCHOOL
HUMAN RESOURCES MANUAL

2022-2023

SILETZ VALLEY SCHOOL

(Adopted – August 16, 2022)

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ARTICLE I
DEFINITIONS AND PURPOSE

Section 1. Definitions

1. Siletz Valley School: Siletz Valley School will be referred to as Siletz Valley School or School.
2. Board: The elected governing body of Siletz Valley School
3. School Superintendent: Individual given full responsibilities and authority to direct and coordinate the operations of the school program.
4. Full Time Employee: An employee scheduled to work the equivalent of at least four (4) hours per day for the student school year. Said employee shall receive their designated hourly rate of pay and also be eligible for all contractual benefits.
5. Part Time Employee: An employee scheduled to work less than four (4) hours per day for the student school year. Said employee shall receive the hourly rate of pay only and no other contractual benefits.
6. Temporary Employee: An employee hired to temporarily fill a vacancy lasting **90** days or less. Said employee shall not receive any contractual benefits.
7. Emergency Hire Employee: An employee hired for an extra help assignment of 160 hours or less in the same assignment during the school year, or hired to replace an absent employee. Said employee shall not receive any contractual benefits.
8. Substitute Employee: An employee hired to replace an absent employee. Said employee shall receive the substitute rate of pay only and no other contractual benefits.
9. Professional Employee: An employee who is not required by law to have a professional certificate for job qualification, but is expected to perform duties assigned that would equal those of a certified professional. Said employee shall receive an hourly rate of pay and contractual benefits.
10. **Classified Employee: An employee who is not required by law to have a professional certificate for job qualification. Said employee shall receive an hourly rate of pay and contractual benefits. Said employee is contracted for the school year only, unless modified through an employment contract addendum.**
11. Certified Employee: An employee who is required by law to have a professional certificate for job qualification. Said employee shall receive the hourly rate of pay and contractual benefits. Said employee is contracted for 185 days only, unless modified through an employment contract addendum. Said employee must provide a copy of certification to the Personnel Office by the first day of employment.
12. Twelve-month Employee: An employee, typically an administrator, who is employed 260 days. Said employee is eligible for accrued sick and annual leave.
13. Classification: Employees will be assigned to a classification category from the school pay classification plan, according to verified years of experience within their field. Certified employees are also eligible to be placed accordingly for verified academic credits.
14. Annual Leave: Granted leave time with pay to provide qualifying employees with periods of rest and recreation in recognition of services performed.
15. Involuntary Termination: An employee dismissed from employment for cause in accordance with the provisions of the Personnel Policies and Procedures.
16. Resignation: The complete severance of the employer and employee relationship as initiated by and of free will of the employee.
17. Lay Off: The discontinuance or abolishment of a position or termination of an employee from a position due to lack of funds, change in position status, reorganization or lack of work.
18. Leave without Pay: An employee may be granted leave without pay for a specified period of time. Benefits are not guaranteed beyond 30 days of leave.

19. Promotion: The act of being raised in position, grade or rank by administrative order, but not necessarily requiring an increase in salary.
20. Suspension: The temporary removal of an employee from the performance of his/her employment duties, responsibilities and corresponding temporary cessation of compensation.
21. Tardy: Absent from assigned work site for a period of fifteen (15) minutes after the assigned hour of arrival for the particular employee.
22. Contractual Benefits: Benefits that include medical, dental, retirement, holiday pay, sick and annual leave, when applicable.

Adopted: 02/20/04 Amended: 8/16/22

Section 2. Purpose

1. The general purpose of these policies is to establish a system of personnel administration that meets the social, economic and program needs of the Siletz Valley School. This system includes procedures for describing work organization, filling vacancies, managing and compensating the workforce and maintaining necessary records. Processes include position classification, recruiting, selecting, training and paying employees.

The policies and procedures will assist the school in achievement of the goals and objectives of all school programs and projects; and provide a guide by which all school projects can function as coordinated and consistent elements in unity and harmony. These policies shall be followed by all school employees.

ARTICLE II RIGHTS OF THE BOARD

Rights of the Board

The board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Organizations By-Laws and by applicable state and federal laws.

ARTICLE III EMPLOYMENT PRACTICES

Employment Practices

All personnel actions, hiring, promotions, demotions and consideration for developmental opportunities, under the provisions of these policies will be on merit and fitness. The guiding principles for the Siletz Valley School Personnel system will be:

1. Recruiting, selecting and advancing employees on the basis of their relative abilities, knowledge and skills, including open consideration of the qualified applicants for initial appointment;
2. Providing training for employees, as needed, to assure high quality performance;
3. Retaining employees on the basis of the adequacy of their performance, correcting inadequate performance and terminating employees whose inadequate performance cannot be corrected;
4. Assuring fair treatment of applicants and employees in all aspects of personnel administration and in the terms, conditions and privileges of employees without regard to political affiliation, family ties, age, race, color, national origin, sex, handicaps or religious creed and with proper regard for their privacy and constitutional rights as citizens. Discrimination on these bases will be prohibited except where specific age, sex or physical ability constitutes a bona fide occupational qualification and is necessary to proper and efficient administration; and
5. Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or nomination for office.

Conflicts of Interest and Nepotism

- a. The immediate family is considered to be the following:
Husband, Wife, Sister, Brother, Grandparents, Father, Mother, Daughter, Son
- b. No employee may be assigned to a unit supervised by a member of his/her immediate family.
- c. No member of a committee or board shall participate in voting which recommends or participates in the selection of an applicant who is a member of the immediate family of such board or committee member.

ARTICLE IV AUTHORITY AND RESPONSIBILITY

Sound management requires that the role of each segment of the Siletz Valley School be clearly specified with respect to the personnel system operation. The final authority and responsibility for personnel functions remains with the Board. However, the following administrative functions are delegated as outlined below:

1. Personnel Committee
 - A. Committee will consist of the following:

- a. Superintendent
 - b. Board Representative
 - c. Program Representative (certified, classified staff member)
- B. Meet at such time and place as needed. Meetings will be called by the Superintendent. The members will serve without additional compensation.
- C. Hearings and investigations conducted by or for the Personnel Committee will not be bound by technical rules and evidence. Informality of hearings or investigative proceedings will not invalidate any order, decision, rule or regulations made, approved, or confirmed by the Committee acting as a body.
- a. Any order, decision, rule or regulation of a committee member conducting any hearings or investigation alone shall have no force or effect unless or until concurred on by a majority of committee members present.
 - b. In the course of such hearings or investigation, the Personnel Committee has power to require the attendance and testimony of any Siletz Valley Schools' employee(s) or other person(s), and the production of books, records, and papers relevant to the inquiry. Each committee member will have the power to administer oaths in connection with such hearings or investigations.
 - c. Minutes will be taken by the Committee for all such hearings and investigations.
2. The Superintendent will provide technical personnel services in support of the Personnel Committee. The Superintendent shall provide advice and leadership in applying sound personnel management practices to the Siletz Valley Schools' operations. Technical assistance includes:
- a. Provide technical job analysis.
 - b. Provide technical recruitment, screening, evaluation, and referral services in support of merit-based selection processes at entry and promotional levels.
 - c. Maintain personnel records for all Siletz Valley School employees.
3. Siletz Valley School is responsible for applying sound personnel management practices in accordance with applicable laws and regulations, including these personnel policies and procedures. The Superintendent shall have authority and responsibility subject to the above directives to:
- a. Administer discipline within the school and maintain documentation of actions.
 - b. Take suspension, demotion, and discharge for cause actions within the school and maintain documentation of actions taken.
 - c. Provide information and advice about work requirements and the kind of competence needed for work performance to support classification, selection, and other personnel processes.
 - d. Evaluate performance of subordinates.
 - e. Give consideration for promotion within the organization on the basis of merit and efficiency.

4. Supervisors are responsible for insuring the provision of services to Siletz Valley School, and at the same time they are responsible for directing and supporting the most valuable resources, its employees. Supervisory personnel duties are:

- a. Clearly advise each employee as to whom he/she is responsible.
- b. Explain responsibilities, requirements, and related duties of the position to the employee as related to said employee's job description.
- c. Give individual orientation to assist him/her in adjusting to the employment situation, and on-the-job or special training by the supervisor.
- d. Define standards of performance defined for each employee. Continuously appraise his/her work performance.
- e. Give consideration for promotion within the organization on the basis of merit and efficiency.
- f. Receive suggestions for improving efficiency and working conditions from the employee.

5. Penalties:

Any employee or other person who intentionally, willfully, or fraudulently violates any of the provisions of the governing law or these rules will be subject to dismissal, demotion, suspension, disqualification or other disciplinary penalties as provided by governing law, applicable rules, and such other measures as the Board may provide.

Adopted: 02/20/04 Amended: 08/11/20

ARTICLE V MAINTENANCE OF STAFFING PLAN

To facilitate the maintenance of the staffing plan, the following procedures will be accomplished when a position becomes vacant.

1. Before the decision is made to fill an existing vacant position, the Superintendent needs to resolve the following questions:

- a. Job Restructuring:

Can the duties of the position be allocated to other positions in the organizational unit or elsewhere so as to enhance the duties of other positions?

- b. Eliminating the Need for the Position:

Can the workflow or workload of the organizational unit be streamlined to eliminate the need

for this position?

2. Once the decision is made to fill the position, the following steps will be followed:
 - a. The Superintendent will prepare a Job Description listing the specific duties to be performed. This action will note any changes in the position or reaffirm the existing duties and responsibilities. When doing this, no reference should be made to a salary schedule.
 - b. The Superintendent will begin recruiting to fill the vacancy from within or outside the Siletz Valley Schools' workforce.

ARTICLE VI

EMPLOYMENT

Section 1. Employment Generally

1. Equal opportunity/nondiscrimination as prescribed in these policies and procedures will be used in filling vacancies. (See Article III, Employment Practices)
2. The Superintendent, in concurrence with the Interview Committee, shall submit in writing all hiring recommendations to the School Board for approval.
3. Transfers from one position to another within the school, whether promotional or lateral, will be regulated by rules and regulations spelled out in Job Vacancy Procedures. (See Article VI, Section 2)

Section 2. Job Vacancy Procedures

1. All permanent job vacancies shall be formally announced and advertised for a reasonable period of such duration deemed necessary to attract qualified applicants, but not less than five (5) working days. An opening date and closing date for submission of applications or resumes shall be set for each job vacancy and shall appear on all job announcements. **Should the applicant pool from the initial job posting contain less than 2 applicants, the job must be re-posted for a period of not less than an additional five (5) working days.**
2. **All job postings must be posted in at least two job recruiting websites.**
3. Persons may be reinstated on layoff status without competitive selection at the discretion of the Superintendent with the concurrence of the School Board.
4. Transfers: Active employees of the organization may request a transfer into an available position. Available vacancy positions will be classified "Competitive" and "Non-Competitive."
 - a) Competitive Transfer: An employee, within the school, may submit an application which will be considered by the Interview Committee, in conjunction with consideration for all other submitted applications, for a possible transfer.

New Positions are positions for which the school has not had a previous employee paid in that job title or duty for a period of one school year or longer. New positions must have job descriptions and approved pay scale, tied into Board/School Improvement Goals, and budget appropriation to submit to the Board for approval prior to posting new position vacancies.

Section 3. Screening and Interviewing

1. The Superintendent or designee will determine basic eligibility of applicants based on a review of candidate application, resume, letter of interest, or placement file.
2. Once determined as basically eligible, candidates may be further evaluated by:
 - a. Testing (such as keyboarding).
 - b. Informal Oral Interview: to assess the degree to which the critical Knowledge, Abilities, Skills and Attitudes, as described in the job description, are met or surpassed.
3. The Superintendent or designee will prepare a list of qualified candidates based on the aforementioned screening criteria.
4. Three to five candidates from the qualified list, if possible, will be formally interviewed.
5. **An Interview committee will be formed consisting of a minimum of the Superintendent, Human Resources officer, a currently employed Certified Teacher or Supervisor of vacant position being interviewed.**
6. The Interview Committee will conduct the interviews based on the selection criteria as a basis for discussion. Once the recommendation has been established, the Superintendent or designee will contact the listed references to establish the general effectiveness of the applicant as an employee.
7. The Superintendent, in conjunction with the Interview Committee, will recommend candidates for hire to the School Board. (See Article VI, Section 1, #2)
8. Final approval to employ personnel will be made by the School Board on the recommendation of the Superintendent.
9. After the decision for appointment has been made by the Superintendent, applicants who were not selected for the announced vacancy will be notified in a timely manner.

Section 4. Appointment

Appointments will be made based on qualifications and subject to budget constraints and program requirements. No position will be considered guaranteed beyond the period designated on the Employment Hire Letter. Appointment for one contract period does not automatically guarantee a person will receive an appointment for a subsequent contract.

1. All new employees and changes in employee status will be implemented by use of the Employment Hire Letter.
2. The Employment Agreement and/or Addendum shall include: job title, status, salary, and total contract days.
3. Employee's considered for re-appointment (continued employment) shall be given an intent to return request by the Superintendent no later than **March 15th**. If the request is not received by the Superintendent by **April 15th**, it will be assumed that the employee does not wish to be

considered for re-appointment. A letter addressing the Superintendent's decision for re-appointment will be sent to the employee by May 30th. This, however, does not guarantee the employee the same job title for the subsequent year.

Section 5. New Employee Probationary Procedures

1. Newly appointed employees will be subject to an initial 90-day probation period. The initial probationary period will be considered a part of the examination process, and will be used to evaluate employees for regular status placement. The work and conduct of probationary employees will be evaluated and recorded on a performance evaluation form.
2. During the course of the initial probationary period, contractual benefits shall be awarded. Medical, dental, and other identified benefits will become effective as soon as the insurance carrier allows.
3. Upon successful completion of a probationary period, the employee will be granted regular status in the position in which the probationary period was served.
4. If at any time during the initial probationary period the supervisor determines that the services of the employee have been unsatisfactory, an employee may be terminated from his/her position without the right of appeal. The employee will be notified in writing of his/her failure during their initial probationary period, which shall list all reasons.
5. Any employee transferring into a new position **will** be placed on a new 90-day probation period, depending on the supervisor's discretion.

Adopted: 02/20/04 Amended: 09/23/08; 08/30/12; 8/16/22

ARTICLE VII MANAGING THE WORK FORCE

Section 1. General

Superintendent will give new employees a position orientation and a description of the responsibilities of the position. The employees will accept total commitment to these duties in exchange for pay and benefits.

Section 2. Attendance

1. All employees shall follow the approved School Calendar. (See Appendix B)
2. All employees contracted week shall not be longer than forty (40) hours in length. A work schedule shall be provided to all employees at the beginning of the school year and will be subject to change as necessary by the school.
3. Teaching staff (teachers and assistants) shall be in their assigned room for the benefit of students, parents and community members no less than thirty (30) minutes before the beginning of the school day and no less than thirty (30) minutes after the dismissal of the students. **All non-exempt staff shall be given an unpaid 30 minute duty free lunch period.**

4. An employee unable to report for duty on a workday must notify the Office of that fact no later than sixty (60) minutes before the beginning of work and of the reason they are unable to report to work. Failure to do so without good reason may result in disciplinary action by the supervisor.
5. All unauthorized and unreported absences will be considered absence without leave and deduction of payroll will be made. Such absence will be grounds for disciplinary action by the supervisor.
6. Absence without leave for three (3) consecutive working days is an automatic resignation from services.

Section 3. Training and Career Development

1. Every effort will be made to provide each employee with the necessary information and skills to do his/her work efficiently and effectively. Each employee will be encouraged to develop his/her skills to the maximum extent possible through on and off duty training programs. Opportunities for job advancement, enrichment, and/or job rotation will be offered to employees as circumstances and sound management procedures permit. Professional goals will become a part of the employee's files.
2. All classified teaching assistants who do not have degrees shall carry on a reasonable program of study toward the attainment of a valid AA degree. Reasonable program is interpreted to mean the securing of at least ten (10) quarter hours of college credit within a twelve (12) month period.

In addition, special certification (Pass ORELA or other endorsements) must be obtained by all professional staff with special skills where certified employees do not have the knowledge or expertise.

3. All certified staff is expected to keep themselves informed of essential instructional improvement through professional study, group discussions, school visitations and travel. All certified staff shall maintain an active license through the Teacher Standards and Practices Commission (TSPC).

Section 4. New Employee Orientation

1. Each new employee will receive basic information as to hours of work, working conditions, benefits, etc., prior to the first day of employment.
2. Special care will be given to ensure that employees subject to hazardous or special working conditions as described in safety or other pertinent regulations, law, etc., are promptly and adequately briefed concerning these conditions or requirements.
3. General information concerning employment will be provided to all new employees through individual or group briefings or through prepared materials. Such presentations and/or materials will be provided and kept under direction of the Superintendent.
4. The length of a new employee's probationary period and conditions pertaining to the performance evaluation during probation will be fully explained to the employee when he/she enters on duty.
5. An orientation checklist, available in Appendix A, will be explained to and signed by the employee before it is placed in the individual's personnel file.

Section 5. Performance Evaluation

1. It shall be the policy of Siletz Valley School that each employee shall be evaluated. Performance evaluation is the continuing process of measuring an employee's services.
2. The process:
 - a. Provides the employee with areas of strengths and weaknesses in the performance of their duties assigned.
 - b. Allows the employee and supervisor to plan development activities, which will bring performance up to the standards of the supervisor, and program requirements.
 - c. Provides the supervisor with a formal process for feedback from employees.
3. Performance evaluation provides:
 - a. Data on which to base individual personnel decisions: promotions, demotions, transfers, merit pay, bonuses and/or other recognition.
 - b. Data on which to base personnel decisions such as group training needs, organization restructuring, and work force expansion.
4. The performance evaluation process will include formal evaluations annually as of April 15th of each school year. No single observation shall be less than thirty (30) minutes in length.
5. The evaluator is encouraged to record both positive and critical observations in conjunction with discussing them with the employee involved. To be effective, an individual performance evaluation must be:
 - a. Based on standards of performance and duties of which the employee is aware.
 - b. Job-related, both as to the position and the overall function of the organization.
 - c. Based on criteria, which actually reflect differences in performance.
 - d. Substantiated, be specific, and based on an observable incident.
6. The organization's performance evaluation system must reflect:
 - a. Consistency.
 - b. Freedom from bias or prejudice.
 - c. Provisions for follow-up actions to correct deficiencies identified.
7. The employee performance evaluation reports will be filed in the employee's personnel file. The employee shall be given a copy of their evaluation within five (5) working days after the report is completed.
8. Every employee whose work is unsatisfactory based on the evaluation criteria will be notified through a completed evaluation of stated areas along with a suggested specific and reasonable program that will assist the employee with improvement. This evaluation will serve as a basis for disciplinary probation or plan of assistance (POA). All employees who are placed on this disciplinary probation (POA) will be given ninety (90) days to demonstrate improvement in the identified areas of deficiencies. If satisfactory improvements have not been made at the end of

the ninety (90) days, the employee will not be recommended for re-hire for the following year and immediate termination may take place.

Section 6. Professional Conduct/Staff Ethics (GBC)

Whether an employee is on or off duty, the employee will comply with and conduct oneself in a professional manner that reflect Siletz Valley Schools' standards and expectations defined in policy. Employees are, consequently, encouraged to observe the highest standards of professionalism at all times. Listed below are types of behavior and conduct that Siletz Valley Schools considers inappropriate and which could lead to disciplinary action up to and including termination of employment without warning, at the sole discretion of the Siletz Valley Schools Board. This list should not be viewed as being all-inclusive:

- a. Falsify or omit material information from school records or statement required of or submitted by the employee.
- b. Use language or actions which are offensive or profane.
- c. Carry or smoke any kind of lighted pipe, cigar, cigarette, **vape** or any other lighted smoking equipment or material; or chew or sniff a tobacco product on school property, including vehicles. This is a "Tobacco-Free Environment" and shall be treated as such.
- d. Take, use, convert or possess without authorization, equipment, materials or services of an individual or of the school for purposes not related to the school.
- e. Carry a weapon on school's time or premises.
- f. Illegally manufacture, distribute, dispense, possess or use any controlled substance.
- g. Threaten, intimidate, harass (including sexual harassment), coerce or abuse, either physically or verbally, another employee, patron or student.
- h. Distribute materials, circulate petitions or collect contributions on the employer's time or premises without proper authorization.
- i. Employees shall not disclose confidential information gained by virtue of their employment. Divulging information to anyone other than the designated person(s) will be considered a violation of professional conduct.
- j. Any criticism of other staff members will not be tolerated. Constructive criticism directed toward the improvement of the school is to be in writing and made directly to the Superintendent who has responsibility for improving the situation.
- k. Employees shall recognize, respect and maintain the line of authority. Concerns, questions and grievances must be directed to the Superintendent.
- l. Employees shall inform their building office of their whereabouts. Absences from the building must have the Superintendent's approval.
- m. Mandatory reporter guidelines require a call to the **Child Abuse Hotline in Lincoln County** at **1 (866) 303-4643**. The principal could also be notified, but that call needs to be made.
- n. Employees shall not publicly criticize, gossip, or spread rumors of incidents or of **staff or** students' actions that reflect negatively on the school. Each Employee is expected to conduct herself/himself at all times in a way that best represents the employee of Siletz Valley School.
- o. Employees shall dress in a professional manner. Discretion in style of dress and behavior is essential to the efficient operation of Siletz Valley Schools. Employees are expected to use good judgment in their choice of work clothes.
- p. Employees are expected to maintain professional relationships with students. As an integral member of an educational institution, each employee is expected to accept certain responsibilities, adhere to acceptable educational and business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of students and coworkers, but also demands that both in the work environment and in the employee's personal life, the

employee refrains from any behavior that might be harmful to the employee, students, co-workers and/or Siletz Valley School, or that might be viewed unfavorably by parents or by the community at large. Obviously, sexual relationships with students are prohibited, as are social or other relationships, which are overly personal, intimate or unprofessional.

- q. If the employee's performance, work habits, overall attitude, conduct or demeanor becomes unsatisfactory in the judgment of Siletz Valley School, based on violations either of the above or any other school policies, rules or regulations, the employee will be subject to disciplinary action up to and including dismissal.
- r. Corporal Punishment - JGA: The use of corporal punishment in any form is strictly prohibited in the public charter school. The public charter school shall inform all staff members and volunteers of this policy.
- s. First Aid – EBBA: In case of sudden illness or injury to a student or staff member, first aid will be given by a school staff. Further medical attention to students is the parent's responsibility, or of someone the parents designate in case of emergency.
- t. **Family Educational Rights and Privacy Act (FERPA) - All staff are subject to the requirements of the Family Educational Rights and Privacy Act (FERPA). Staff are responsible for reviewing the requirements and only disclosing student information if specifically required by regulation and when such disclosure is permitted by FERPA. Staff are never permitted to remove any FERPA-protected information from school property in print or electronic form except for legally permitted purposes and when specifically authorized by a superintendent. Staff are responsible for limiting disclosures of confidential and proprietary information to those individuals who require this knowledge to perform their job responsibilities for the benefit of the school. Confidential information may not be disclosed to anyone except pursuant to a Non-disclosure Agreement approved by the Legal department.**

Section 7. Discipline

- 1. The supervisor will be the primary initiator in disciplinary actions.
- 2. Discipline will be administered in a constructive and progressive manner.
- 3. Disciplinary measures will encourage correction of the problem. In the event that employee(s) continues to exhibit unsatisfactory behavior, progressively more severe measures will be applied.
- 4. Supervisory reactions to unacceptable behavior must be controlled. If the act merely warrants an oral reprimand, this can be accomplished in good taste by the supervisor. Incidents which possibly warrant more severe measures require even more sound judgment on the part of the supervisor. Caution must be used throughout to ensure that both employee and administration rights are protected.
- 5. Supervisor guidelines to follow:
 - a. Respect the dignity of the individual and talk with him/her in private.
 - b. Get all available facts before taking disciplinary action.
 - c. Listen to all sides of the story and give the employee a chance to be heard.
 - d. Make certain that a reprimand is deserved; be thorough in explaining the action you are contemplating.
 - e. Be firm, but fair, and show how the situation can be prevented from reoccurring.
- 6. The steps outlined as follows are guidelines for all supervisors and administrators to use in implementing disciplinary measures. Depending on the severity of the infraction(s) and the employee behavior, the supervisor may go directly to any step he/she feels appropriate for good management options:

- a. Oral Reprimand: Whenever grounds for disciplinary action exists and the supervisor determines that more severe action is not immediately necessary, the supervisor will orally communicate to the employee the supervisor's observations and concerns.
 - b. Written Reprimand: The written reprimand is a more severe action and is justified for employee actions of a more severe nature or behavior which has been repeated after an oral reprimand.
 - c. Suspension: The supervisor may recommend to suspend an employee without pay for up to, but not to exceed, 10 working days as a disciplinary measure for cause.
 - d. Probation: The supervisor may place an employee on disciplinary probation for a period of not more than ninety (90) calendar days. Such action must be in writing and must contain the specific conduct for which the employee is being placed on probation. Also included will be the specific criteria which must be met before an employee can be removed from probation. All employees who are placed on probation shall use their designated probationary period to demonstrate improvement. If no improvements are made by the end of the designated probationary period, the supervisor may recommend that said employee be released from employment.
 - e. Demotion: The supervisor may recommend the demotion of any employee in his/her employment for either the good of the program or for disciplinary measure for cause.
 - f. Dismissal: A supervisor may recommend dismissal as a disciplinary measure for cause.
7. It is the responsibility of supervisors to provide and follow up with the proper written documentation for:

Oral reprimand Written reprimand Suspension Probation Demotion Dismissal

These actions will be documented by a memorandum addressed to the employee. The supervisor should have the employee sign his/her signature on the letter to show they have read and acknowledge receipt of the letter and the basis of the reprimand. If the employee refuses to sign, the supervisor shall have a witness available to confirm that the employee has received the memorandum and is aware of its contents. A copy of the signed memorandum shall go to the employee and the original shall be placed in the employee's personnel file. The sequence of discipline is normally a-f (above); however, the severity of the infraction may allow the supervisor to proceed to any element in the series. Steps c, d, e and f must have the Superintendent's written approval prior to being presented to the employee.

- 8. Where the Superintendent determines that immediate termination is necessary because the employee poses a real threat to the physical safety of personnel/pupils, property of the school, or would so impair the operation of the programs as to render impractical his/her continued employment, termination would be immediate.
- 9. The Superintendent shall provide written notice to the terminated employee stating the grounds for the termination. The notice shall state that the employee may, within seven (7) calendar days of receipt of termination notice, request a hearing. The hearing request must be in written form and submitted to the Superintendent for the Board of Directors review. Upon receiving the written request, the Superintendent shall schedule a hearing within ten

(10) working days. Failure to request such a hearing within the designated seven (7) calendar days shall constitute a waiver of the right to appeal and no further recourse may be had.

The request for a hearing shall be utilized by all regular employees that have encountered disciplinary actions. Any decision made by the Board shall be final and the employee shall have no other appeal rights. Probationary employees do not have appeal rights for disciplinary actions.

10. School Board Responsibilities:

The Board will hear appeals and render a binding decision on the following matters, but only after the Superintendent has rendered a decision:

- a. Matters pertaining to alleged discrimination in employment from applicants or employees; or
- b. Matters pertaining to dismissal or layoffs.
- c. The Board reserves the right to reverse, affirm, or let stand the decision made by the Superintendent.
- d. The Board shall have **twenty (20) days** from the date of the hearing to consider the matter presented.

Section 8. Termination from Employment

1. Resignation:

- a. An employee desiring to resign will notify his/her immediate supervisor in writing with 60 days' notice specifying the effective date. Failure for a licensed employee to give at least 60 days' notice, the Board may request the Teacher Standards and Practices Commission (TSPC) to discipline the licensee. However, waiver of required notice may be granted by the Superintendent.
- b. Any employee who has submitted a resignation will be required to perform duties until resignation becomes effective. However, the supervisor may recommend termination sooner if the employee is not performing duties assigned.

2. Involuntary Termination (Dismissal):

- a. A position may be discontinued or abolished, or an employee may be terminated because of lack of funds, **loss or change in a grant funded position**, change in duties, reorganization, or lack of work.
- b. When more than one employee is involved, the Superintendent will establish a list showing the order in which employees are to be laid off. Determination as to which employees are to be laid off will be based upon:
 - i) Employees who are least effective as reflected by their performance evaluation; and
 - ii) Employees with the most seniority will be given consideration depending on their effectiveness to the program.
- c. Layoffs will be authorized by the Superintendent only.
- d. Applications of employees who are laid off, upon written request of the employee, will be placed in the active candidate file.

3. Disability:

- a. An employee may be separated for disability when he/she cannot perform the required duties and functions because of physical or mental impairments.
- b. Separation due to physical or mental incapacitation will be made after all accrued leave has been used.

4. Death:

- a. Separation will be effective as of the date of death.
- b. All compensation and accrued annual leave will be paid to the estate or beneficiary of the employee except for such sums which, by law, must be paid directly to the surviving spouse.

5. Exit Interview:

On the final separation date of the employee, the Superintendent will conduct an exit interview **within 48 hours**. The employee will be informed of their rights regarding re-employment possibilities, conversion of insurance plans to individual private plans and assisted with any other questions related to the employment with the School. Before the departing employee is given his/her final paycheck (**subject to BOLI timelines**), they must return all equipment, keys, and items that have been checked out to them, and any debts they may owe the School must be satisfied at this time. As per Federal law COBRA paper will be **sent by OEBB**.

6. Records:

- a. The reason for termination will be thoroughly documented in the employee's personnel file.
- b. This file will be maintained as per federal guidelines following the separation date and will remain available for no less than five (5) years after the separation date.

Section 9. Drug-Free Workplace

The Drug-Free Workplace Act (Public Law 100-690, Title V, Subtitle D) requires that directly funded federal grant recipients notify their employees in writing that drug abuse in the workplace is prohibited, as follows:

- a. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcoholic beverages is prohibited in Siletz Valley School or in any of its workplaces. Conviction of an employee of Siletz Valley for violation of such prohibition will result in disciplinary action up to and including termination. As a condition of employment, each employee must abide by the terms of this statement, and must notify his/her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Reporting by employees to the Superintendent, of any conviction for violation of criminal drug statutes while in the workplace will be done within five (5) days of the conviction. Upon notification, the Superintendent, or designee, will notify the federal granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace as per federal statute (Public Law 100-690, Title V, Subtitle D, the Drug-Free Workplace Act).

Within thirty (30) days after receiving notice of a criminal drug statute conviction for a violation occurring in the workplace, the Superintendent, or designee, will:

- i. Require the convicted employee to satisfactorily participate in an approved rehabilitation program; or
 - ii. Take appropriate personnel action against the convicted employee up to and including termination.
- c. As a condition of continued employment, and based upon reasonable cause or well-founded suspicion of illegal use, possession or intoxication on-duty, employees may be required to undergo immediate and/or periodic medical examinations and/or alcohol and drug screenings at times specified by Siletz Valley School and by health care professionals or testing specialists specified by Siletz Valley School. In connection with these examinations, employees may be required to provide access to their medical records and drug and alcohol records, if requested. Further, it should be understood that Siletz Valley School will receive a full report from its examining physicians and/or testing specialists regarding the outcome of required testing and screening procedures. All medical examinations and alcohol and drug screenings and tests required by Siletz Valley School are paid for in full by Siletz Valley School. All information regarding the medical history and condition of employees will be maintained in separate confidential files, except that:
1. Supervisors may be told, if there is a need to know, or necessary accommodations and/or restrictions on the work and duty of the employee;
 2. First aid and safety personnel may also be told, when appropriate;
 3. Worker's compensation offices, second injury funds, and similar agencies may be informed in accordance to applicable law;
 4. Government officials investigating compliance with applicable law may be provided relevant information on request;
 5. Relevant information may be provided to insurance companies where a medical examination is required for health or life insurance.
- d. Within five (5) days after examination or testing, the employee will be notified of the results. The Siletz Valley School will:
1. Require the employee to satisfactorily participate in an approved rehabilitation program; or
 2. Take appropriate personnel action as outlined in the "Drug-Free Workplace Act."

Section 10. Troubled Employee

The term "troubled employee" shall refer to an employee who has medical, health, or personal problems that affect their performance of employment; i.e. drug or alcohol dependence, or criminal acts, but is not limited to these things.

1. An employee having problems with drugs/alcohol, who has not participated in the aforementioned Drug-Free Workplace testing screening section, may request, of their own volition, a written leave of absence to seek medical treatment. Upon receiving a request for

leave, the employee must provide written documentation from a certified treatment facility to the Superintendent to verify program entrance.

2. Once the Superintendent has verification the employee is seeking treatment, the Superintendent will decide whether to grant the employee leave of absence without pay and how long the employee leave shall be. All medical, dental and life insurance benefits will remain effective during leave of absence if the employee makes their full premium payments. Employee shall return upon written documentation of successful completion of treatment, but not guaranteed the same position that was vacated.
3. An employee involved in or accused of an unlawful act from a State or Federal Law Agency shall follow the steps outlined below:
 - a. The employee shall immediately report the accusation in writing to their supervisor.
 - b. An employee will be immediately placed on administrative leave of absence and may or may not receive pay until determination of severity of criminal act can be determined.
 - c. Once determination is made from either said agencies, the employee may remain on administrative leave of absence until proven guilty or not guilty.
 - d. If found to be guilty, the employee may be requested to resign or be terminated, depending on the severity of the criminal act.
 - e. If found not guilty, the employee may be returned to their prior assignment.
 - f. If at any point, there is a violation of “Ethical Educator and Professional Practices” as outlined by Oregon Teacher Standards and Practices Commission (TSPC), the employee may be terminated following proper due process.

Section 11. Sexual Harassment: GBN/JBA:

This policy as well as the complaint procedure will be made available to all students, parents of students and staff in student/parent and staff handbooks. A copy of the policy can be obtained from the school's office.

No student or staff member should be subjected to harassment at school or work for any reason. Therefore, it is the policy of Siletz Valley School Board that all employees will deal with all persons in ways which convey respect and consideration for all individuals. This is true regardless of race, color, marital status, national origin, creed, religion, gender, age, or disability. Acts of harassment, hostility or defamation directed at anyone, whether verbal or physical, will not be tolerated and constitute grounds for disciplinary action.

Any staff member who has been found to have sexually harassed another will be subject to disciplinary action and/or discharge. The staff member may also be subject to civil or criminal prosecution.

Section 12. Conflicts of Interest

Staff are prohibited from engaging or appearing to engage in any activities that conflict with the school's interests. A conflict of interest, or the appearance thereof, may occur when an interest in, association with, and/or employment by another school or educational

management organization, suppliers of goods or services, etc., is such that the ability to act in the best interests of the school may be called into question.

Please discuss any questions or concerns regarding conflicts of interest with your administrator and/or Human Resources.

Conduct that may constitute a conflict of interest includes, but is not limited to:

- **Performing outside work for another entity while working the school during school hours**
- **Transmitting confidential information to a student/parent/caretaker or other individual who is not a staff member and who does not have authorization to receive it; and**
- **Using organizational facilities, equipment, labor, or supplies to conduct outside activities**
- **Having an intimate relationship with any student, parent/caretaker of a student, staff member under direct supervision, except when such individual is a member of your family or when you have no work responsibilities associated with the individual, and the relationship is not prohibited by law or regulation, such as a relationship with an under-age student**

Section 13. Whistleblower Policy

A whistleblower is defined as a staff member who reports an activity that they consider to be illegal or dishonest. Examples of illegal or dishonest activities are violations of federal, state or local laws; and fraudulent financial reporting. If an employee has knowledge or concern of illegal or fraudulent activity, the employee is to contact their administrator and/or Human Resources. A staff member who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination. The confidentiality of the whistleblower will be maintained to a reasonable extent. In some instances, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense.

Adopted: 02/20/04 Amended: 09/23/08; 08/30/12; 8/26/14, 8/10/21, 8/16/22

ARTICLE VIII PAY AND BENEFITS

The Siletz Valley School Board is responsible for implementing a fair and equitable pay system and a benefits package which contributes to the overall satisfaction of current and prospective employees.

Section 1. Pay system

1. The pay system is designed for:
 - a. Equitable internal relationships between classes;
 - b. Equal pay for equal work;

- c. Rewarding employees for outstanding or superior performance;
 - d. Adaptation to meet changing economic and employment conditions;
 - e. Pay rates are in accordance with Federal minimum wage standards.
2. The School shall establish, based on fiscal year allocations, an annual salary schedule for all positions. These salary schedules shall be subject to annual review and modifications as necessary for the continued improvement of the education program.
3. Promotion:
- Employees who are promoted to a new position will be assigned to the entry appointment level of the new range or an appropriate pay step level to ensure at least a one-step pay increase.
4. Step Increase:
- A step increase will be considered at the beginning of a program/contract/school year for a successful year of performance and a satisfactory performance evaluation. Yearly pay increases depend on funding.
- a) Certified teaching staff is eligible for a column change for earned academic credits in their related field of practice. An official transcript, from an accredited university, reflecting recent academic credits must be submitted to the Superintendent by **July 31st**. All eligible candidates shall receive their pay increase effective **August 15th** of the school year. If, however, official transcripts are not submitted by the deadline, no pay increase will be awarded until the next school year. All column changes are dependent upon funding availability.
 - b) Column changes that reflect an advanced degree in the related field of practice require verification of degree/certification in addition to the official transcript in order for certified teaching staff to be eligible. All column changes are dependent upon funding availability.

5. Flex Time and Overtime

a. Certified (Exempt) Staff are not eligible to earn overtime. However, we occasionally ask staff to participate in activities that may take place outside of normal office hours such as conferences, field trips, or community engagement activities. Flex time is a shifting of normal scheduled working hours within the same calendar week.

Eligibility

- 1. All flex time requires prior approval each week flex time is requested.
 - 2. Staff who participate in school-sponsored activities outside of the normal work hours are eligible for flex time. To the extent an activity is not sponsored by the school, or said staff's presence at a school-sponsored activity is not required by us, a staff is not eligible to use flex time. Flex time is not permitted for Certified staff also attending another school function that is subject to a stipend contract such as coaching or bus drivers.
 - 3. The Superintendent may deny requests for flex time if they deem, within their sole discretion, that taking the time off as requested might adversely impact school operations.
- b. Classified (Non-Exempt) Staff are eligible to earn overtime. However, we occasionally ask staff to participate in activities that may take place outside of normal office hours such as conferences, field trips, or community engagement activities.**

Overtime is paid and one and one half the employees hourly rate. Flex time is a shifting of normal scheduled working hours within the same calendar week.

Eligibility

- 1. ALL overtime or flex time requires prior approval (each week flex time is requested.)**
- 2. Staff who participate in school-sponsored activities outside of the normal work hours per the Superintendents request are eligible for overtime or flex time. To the extent an activity is not sponsored by the school, or said staff's presence at a school-sponsored activity is not required by us, a staff is not eligible to overtime or to use flex time. Overtime or Flex time is not permitted for Classified staff also attending another school function that is subject to a separate stipend contract such as coaching or bus drivers.**
- 3. The Superintendent may deny requests for overtime or flex time if they deem, within their sole discretion, that taking the time off as requested might adversely impact school operations.**

- c. Any staff member who works overtime or uses Flex time without prior approval will be disciplined as outlined in Article VII, Section 7.**

Section 2. Benefits

A ten (10) month employee begins employment late August through early to mid-June

1. Payment for leave: No payment for leave of absence will be made until leave has been properly approved. Regular part-time employees will be eligible for leave benefits prorated on the basis of their average workweek.

All benefits and seniority will continue to accumulate during any leave with pay.

Temporary employees, part- or full-time, are not eligible for any leave with pay.

2. Annual Leave:

- a. Accumulation: Twelve month employees will be entitled to annual leave according to the following schedule:

Rate of.	1-2 years = 40 hours per year (5 days)
	3-5 years = 80 hours per year (10 days)
	6-10 years = 120 hours per year (15 days)
	11 years & more = 160 hours per year (20 days)

Part-time employees working twenty (20+) hours per week or more on a regularly scheduled basis will accrue annual leave at a *pro-rated* basis to the number of hours worked as compared to full-time employment.

Temporary and part-time employees working less than twenty (-20) hours per week are **not** eligible for annual leave or other benefits.

All annual leave hours must be used by September 15th of every year, except that a total of 160 hours may be carried forward. Any excess hours over and above the 160 hours will be deleted

from the employee's total leave time.

- b. Annual leave is accrued from the first date of an employee's twelve month employment status, however, cannot be used until probationary period is completed. Annual leave will be accrued on a monthly basis (1/12 of annual hours will be added to the employee's accumulated annual leave per month.) Annual leave must be requested and approved in advance on the appropriate leave form with Supervisor's and Superintendents signatures.

Two (2) weeks advance notice is required when taking five (5) or more days of annual leave.

Less than five (5) days of leave requires prior approval on the appropriate leave form,

A person about to resign or who is laid off without fault on his/her part, and who has earned annual leave, will be granted a lump sum payment in lieu of any leave time earned.

Upon the death of an employee, a lump sum payment for all annual leave accrued will be made to the employee's estate of beneficiaries.

3. Holidays:

- a. The following seven (8) holidays are to be observed with pay by all licensed/registered employees *and* each 10-month classified employee of the School:

*Labor Day

*Veteran's Day

*Thanksgiving Day

*Christmas Day

*New Year's Day

***Martin Luther King Day**

*President's Day

*Memorial Day

**Independence Day* is observed with pay for all 11 and 12 month working full-time employees as well as those holidays identified above.

- b. Any day appointed by the President of the United States or by an act of Congress, to be observed as a holiday by Federal or State employees may also be observed as a holiday.
- c. Holidays falling within the period of an authorized leave will not be charged to leave time.
- d. In order to receive pay for legal holidays, an employee (Certified and Classified) must be at work or on **pre-arranged** paid leave status on his/her scheduled work day immediately preceding and following the holiday. (Exceptions: Christmas Day and New Year's Day)
- e. Substitute, Temporary and Emergency hire employees and consultants do not receive paid holidays.

4. Sick leave and Personal Leave:

- a. Sick leave will not be considered as a privilege which an employee may use at the employee's discretion. "Sick Leave will be defined as: (1) illness of the employee; (2) serious family (employee's spouse, son, daughter, or parent) illness; (3) dental and medical appointments, or (4) the death of a close relative (bereavement).

- b. Personal leave is considered a privilege which an employee may use for any reason WITH prior date approval from the Superintendent.

Certified and non-certified personnel are granted sick leave earning with pay as follows:

- 1. For teachers and non-certified personnel employed within the range of 170-200 days according to the employment contract:

11 days [1 personal; 10 sick]

- 2. For administrators and non-certified personnel employed within the range of 201-230 days according to the employment contract:

12 days [1 personal; 11 sick]

- 3. For administrators and non-certified personnel employed within the range of 231-260 days according to the employment contract:

13 days [1 personal; 12 sick]

Sick leave shall be accrued on a yearly basis and its accumulation is unlimited. The yearly accrual will be allocated with the beginning of the contract year. However, upon termination of a contract, the School will check the amount of leave used by the employee. When more leave has been used than would have been accumulated on an accrual basis, the School will deduct the overuse of leave from the payout of the contract. The employer will request a statement from the employee's doctor for frequent intermittent use of sick leave should the period of sick leave extend beyond 3 days. Extended leave due to health reasons will require a statement from the employee's physician. Continued use of sick leave by an employee will be reviewed in terms of its overall effects on program objectives and services, and if it is determined that the program objectives and services are being adversely affected, that employee may be terminated or requested to resign for health reasons. At no time will payment be made in lieu of time off for sick leave or for accumulated sick leave upon separation. No cash payment for sick day. Unused personal time shall be paid upon termination. Personal days may be carried over one year.

- 5. Maternity leave: Childbirth and the complications of pregnancy will be considered as a temporary medical disability, and shall be treated as any other such disability or illness.
 - a. A pregnant employee may continue working until such time as she can no longer satisfactorily perform her duties or her physical condition is such that her continued employment would be injurious to her or the unborn child's health.
 - b. The employee, in consultation with her physician, will establish tentative times to initiate and terminate the maternity leave. These times will be discussed with and agreed upon between the employee and Superintendent.
 - c. Leave without pay may be granted up to twelve (12) weeks.
 - d. All contractual benefits shall remain in effect while the employee is on maternity leave, but is not to exceed a period of three (3) months.

- e. Paternity leave will be granted and shall remain consistent to that of the guidelines outlined above.
 - f. Prior to returning to work, the employee must inform the Superintendent of the starting date and provide a written statement from a physician stating she may return to work.
6. Injury leave: Any employee injured on the job, however slightly, must report the fact immediately to their Supervisor. If the injury requires immediate medical attention, the employee will be taken to a physician or hospital. It will be the duty of the injured employee's Supervisor to obtain information regarding the accident or injury and to submit such reports as are required. If said employee is absent from their position for a period longer than five (5) working days, they must provide a written statement from a physician stating that they are ready to return to work.
 7. Jury leave: Leave for jury duty shall be granted with pay. However, employees will reimburse the School with any jury fees received.
 8. Leave without pay:
 - a. Upon approval of the Superintendent, an employee may be granted leave without pay for ten (10) days or more, but not to exceed thirty (30) days.
 - b. At the expiration of a leave without pay, the employee will return to the same position. Failure of the employee to report promptly at the expiration of such leave will be considered a resignation.
 - c. A leave without pay will not constitute a break in services. However, during leave without pay, vacation leave and sick leave cannot be accrued. No payment of contractual benefits (medical, dental and life insurance) will be made for a leave that exceeds thirty (30) days.
 - d. All paid leave in the employee's leave bank must be used and at a zero balance before Leave without pay will be considered.**
 9. Leave of absence:
 - a. Employees may request a leave of absence from their position for personal reasons. This leave request must be in written form, stating the reason for the request, and presented to the Superintendent for approval. No leave shall exceed a period of one school year. No contractual benefits will be made for a leave that exceeds thirty (30) days.
 10. Early pay (Payroll advancement): (DLBA-AR)
 - a) An early pay check will be released for those employees who will be on annual, sick, funeral or travel leave status during or on the scheduled pay day not to exceed 65% of the employee's earned wages, and under no circumstances shall the employee be granted more than two(2) payroll advances in any fiscal year. Any employee seeking an early check shall submit the proper signed form and time sheet (coded) to the office, with the acknowledgment that their check shall be completed three (3) days after being submitted. Employees shall be responsible for acquiring their Supervisor and the Superintendent's signature prior to submitting their request to the accounting office.
 - b) Employees who are not eligible for early paycheck because they have not worked a full pay period may submit a request of pay for hours worked. Any employee who wants to

request pay for hours worked shall submit the proper signed form to the office, with the acknowledgment that their check shall be completed three (3) days after being submitted and that the hours claimed on the form will be deducted from the remaining scheduled pay check hours. Employees will be responsible for acquiring their Supervisor and the Superintendent's signature prior to submitting their request to the office.

11. Stipends:

Any employee who works additional hours for extra-curricular activities, such as sports, shall be compensated via a **Board approved** stipend. Any employee who is qualified for stipend pay must first have a completed supplemental contract. Pay for stipends will be awarded in three portions during sports. The payment schedule for the stipend will be outlined in the supplemental contract

12. Fringe benefits: Each eligible employee shall be entitled to the following fringe benefits:

- a. Social Security (FICA)
- b. Retirement – State of Oregon mandated fund through PERS
- c. Health Insurance for employees is based on the time they enroll. Benefits for family members must be done at the time of enrollment. *
- d. Dental Insurance for employees is based on the time they enroll. Benefits for family members must be done at the time of enrollment.
- e. Workmen's Compensation

Beginning July 1, 2014, the school will contribute annually an amount listed below additional compensation to be used for medical, dental, and vision insurance offered through OEBC, or a 403b fund. The additional compensation may not be taken as cash in lieu. Employees must elect coverage during open enrollment to receive the additional compensation. The benefit will be divided equally among the number of salary payments the employee receives.

Additional Compensation for Benefits:

Part A:

170-200 day full time employee: \$4,500. (If the employee receives 12 salary payments over the contract year then they shall receive \$375 per salary payment (12 x \$375 = \$4,500.) If the employee receives 10 salary payments, then they shall receive \$450 per salary payment (10x\$450=\$4,500)

201-230 contract day full time employee: \$4,950 annually

231-260 contract day full time employee \$5,400 annually

***Effective July 2022:**

Part B: Additional contributions shall be made by the school toward the cost of **Medical** insurance only. In addition to Part A - additional compensation listed above, the school shall contribute up to:

170-200 day full time employee: **\$2,903.00**

201-230 contract day full time employee: **\$3,193.30**

231-260 contract day full time employee: **\$ 3,483.60**

Part B – additional contributions will be paid to up to the cost of the Medical plan selected by the employee but not exceeding Part A and Part B combined. Should the cost of the medical plan be lower, the school will pay only the actual amount of the Medical premium but not lower than \$4,500

Examples:

Scenario 1: 185 day Employee does not choose Medical insurance, but chooses Dental and Vision. Maximum Additional compensation is \$4,500

Scenario 2: 185 day Employee chooses Medical Insurance (\$7,440.48 annual premium) and Dental Insurance (\$465.72 annual premium). Maximum additional compensation \$7,403.00 (Part A=\$4,500 + Part B=\$2,589.70)

Scenario 3: 185 day Employee chooses Medical Insurance (\$6,240.24 annual premium) and Dental Insurance (\$465.72 annual premium). Maximum additional compensation is \$6,240.24 (Part A=\$4,500 + Part B = \$1,740.24 (UP to the cost of the Medical insurance annual premium.))

If the employment contract is ended early, the additional compensation will be reduced by the percentage of unworked contract days versus total contract days. This will be available to use for any currently offered benefits through payroll deduction.

Qualified employees are eligible for benefits beginning on the first day of contracted service and ends on the last day of contracted service. Proration is available depending on the number of hours worked within the month.

Beginning August 2019: The additional compensation shall be not be received if the employee has not completed sign up for benefits by the end of business of the last day of open enrollment. No late sign-ups will be permitted unless the employee is hired after open enrollment has ended. If the employee is hired after open enrollment is ended, they shall have thirty (30) days to complete benefit enrollment to receive the additional compensation.

Changes to benefits after open enrollment has closed will only be allowed for a Qualified Status Changed as defined on OEBB's Qualified Status Change Matrix found on OEBB's website. This includes Medical, Dental, Vision and 403(b) changes.

13. Military leave: No military leave will be granted with pay; only leave without pay.

Adopted: 02/20/04 Amended: 09/23/08; 08/30/12; 08/26/14, 9/5/18, 08/11/20,
8/10/21, 8/16/22

ARTICLE IX
PERSONNEL RECORDS AND ADMINISTRATIVE PROCEDURES

Section 1. Personnel Records

The School personnel records will provide a complete, accurate and confidential record of each current and recent past employee's contribution. Personnel records will be maintained by the Superintendent's office.

1. Personnel Records:

Individual personnel files will include the following signed and/or otherwise completed items:

Performance evaluations

Job descriptions

Recommendation from screening/selection committee

Job application/resume

Personnel departmental orientation

Insurance enrollment

Medical records

Employee correspondence

Employment verification form

Drug and alcohol policy pledge form

Valid driver's license and C.D.L., where applicable

Signature, acknowledging receipt of Personnel Policies

2. School Personnel Records:

The Siletz Valley School will maintain a working file for each employee, which will include the following:

- a. A personnel information card which records pertinent personal data including, but not limited to, address, home phone number, hire date, promotion recommendations, dismissals, reprimands, and resignations.
- b. Individual development plan for regular employee.
- c. Job description.
- d. Time and attendance, leave and related records.

3. Personnel and Payroll Records:

The Superintendent will maintain personnel records that are pertinent to payroll information which will include:

Employee contracts and addendums.

Professional License/Certifications.

Employee tax records (W-4).

Official transcripts.

4. Confidential Nature of Records:

All records, documents and information contained within an employee's personnel file shall be considered confidential and shall be released only as set forth in these policies. Appropriate officials shall be entitled to review the files when the school receives a request for an employment recommendation on information contained in the file. Such recommendation shall be general in nature and shall not cite specific information contained in the files.

5. Administration of Personnel Records.

Employee personnel files are strictly confidential. They shall be maintained in locked file cabinets and access is strictly limited to the following:

1. Superintendent or appointee

2. School Board

All other access will only be made with the written consent of the concerned employee.

An employee may see his /she file within forty-eight (48) hours of the time his/her written request is received by Superintendent. No documents, memos, or dates will be added, removed or changed without the employee's knowledge.

Personnel records will not be removed from the areas in which they are maintained without the approval of the Superintendent.

Addresses, telephone numbers and other personally identifiable information regarding school employees will not be released for personal or commercial purposes, unless specifically authorized by the employee. Any request for lists of employees or individuals outside the School shall be referred to the Superintendent or designee.

Requests for personal information regarding an individual employee will be referred to that employee.

Verification of employment will need employee approval before information for verification will be released. It shall be the responsibility of the employee to inform the Superintendent of expected verifications.

Section 2. Manual

1. Responsibility:

- a. The Superintendent shall be the Human Resources Manual custodian and shall maintain the master copy of the Human Resource Manual and all the Appendices thereto, collectively referred to in this chapter as the Manual.
- b. The Superintendent shall coordinate all revisions and additions with School Board concurrence to the Manual. He/she also shall maintain a master list of all persons or offices to whom Manuals have been issued.

- c. It shall be the responsibility of the Superintendent to make decisions regarding interpretation and application of policies and procedures dealt with in the Manual.

2. Procedures for Revision:

- a. All revisions in, or additions to, the Manual shall be authorized by the Board with acknowledgment by the Board secretary through a Board Resolution.
- b. The Superintendent shall obtain the approval signature of the Chairperson for any revision or addition to the Manual. The signed revision or addition shall be kept in the master copy file. Approved revisions, in standard Manual format, shall be reproduced from the originals and copies shall be distributed to all current holders of the Manual.

3. Manual Distribution:

One copy of the Siletz Valley Schools Human Resources Manual and Staff Handbook, including all appendices, shall be distributed to each employee of the School within ten (10) working days of the adoption by the Board, and subsequently to each new employee upon his/her first day of employment with the School.

APPENDICES

Appendix A	Personnel Orientation Checklist
Appendix B	School Year Calendar (See Calendar)

APPENDIX A -- PERSONNEL ORIENTATION CHECKLIST

The following named new employee has been given an introduction orientation on the subjects specified below. Please check areas covered as you go along.

Name of Employee: _____

Employee Benefit

Probationary Period

Medical Coverage - Dental Coverage – Vision – Coverage

Purpose - Length - Status of Employee Benefits

Pay System

Personnel Regulations

Pay period dates and check distribution

Review of Personnel Policies

Deductions

W-4 and I-9

Leave Provisions Confidentiality Requirements

Disciplinary Action Grounds

Operation

Information

Supervisor - Chain of Command

Documents for Employee Insurance booklets or policies

Personnel Policies Manual Drug & Alcohol Statement

Travel Regulations

Employee Performance Evaluation

Reimbursement Procedures

Administrative Procedures

Working Hours

Absence Reporting

Other processes and procedures

The above items have been explained and all questions have been answered. I understand that the School has personnel policies which were approved for the **current** school year and I recognize that I must adhere to them and comply with them. I also acknowledge receipt of these policies as of the date indicated below.

Signature of Employee*

Date

Superintendent Signature

Date

*NOTE: Must be signed and dated in the Personnel Office before the Superintendent.

CC: Superintendent File

Adopted: 02/20/04 Amended: 09/23/08; 08/30/12; 8/26/14; 8/25/15, 8/15/17, 9/5/18,
10/23/18, 8/13/19, 8/11/20, 8/10/21,8/16/22

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