

SECTION VI
PERSONNEL

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PERSONNEL

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SECTION VI - PERSONNEL

I. GENERAL POLICIES

6.1 GENERAL PHILOSOPHY

6.1 - 1.0 PERSONNEL PHILOSOPHY

This policy applies to all personnel. A dynamic and efficient staff dedicated to education is necessary to maintain a constantly improving educational program.

Through its personnel philosophy, Ponca City Public Schools will establish a school environment which will attract and maintain the best qualified persons whose mission will be to provide the best possible learning opportunities for our students through the implementation of Board of Education goals and beliefs as listed in Section I, page 2.

The long-range goals on which this philosophy is based are:

1. To recruit, select, and employ the best qualified personnel to staff the district's schools.
2. To provide staff compensation and benefit programs sufficient to attract and retain qualified employees.
3. To provide in-service training programs for employees to improve their performance.
4. To conduct an employee appraisal program that will contribute to the continuous improvement of staff performance.
5. To assign personnel to ensure that they are used as effectively as possible.
6. To develop the quality of human relationships necessary to obtain maximum staff performance and a high level of job satisfaction.

Implementation of Ponca City Public Schools philosophy should include channels of communication and procedures for the handling of professional and ethical problems through which all persons or groups affected may express their suggestions, concerns, and opinions. All personnel should strive to attain these goals with an attitude of mutual trust and respect, cooperation, and participation.

APPROVED: February 11, 1991; October 21, 1993;

REVISED: July 13, 1998

6.1 - 2.0 RESERVED FOR FUTURE USE

6.1 - 3.0 NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

The Ponca City School District will not discriminate on the basis of sex, race, religion, age, national origin, color, veteran status or disability in the operation of its educational programs, its activities, recruitment of personnel, admission, and employment practices.

READOPTED: October 21, 1993; September 19, 2005

6.1 - 4.0 EMPLOYEE COMMUNICATIONS AND LEVELS OF AUTHORITY

The Board wants the Superintendent to establish and maintain clear and regular communication on the part of all personnel of the working relationships in the school system.

Levels of direct authority will be those approved by the Board and shown on the district organization charts and listed in the Personnel Attachments.

Personnel will be expected to refer matters requiring administrative action to the administrator to whom they are responsible. That administrator will refer such matters to the next higher administrative authority when necessary. Additionally, all personnel are expected to keep the person to whom they are immediately responsible informed of their activities by whatever means the person in charge deems appropriate.

It is expected that the established lines of authority will serve most purposes; but, through grievance procedures established by Board policy, all personnel will have the right to appeal decisions made by an administrative officer that adversely affects the employee. Any school employee affected by a change in assignment shall have the right to appeal the change in assignment to his or her Principal, supervisor, or superintendent, if he or she so desires.

Levels of authority should not restrict in any way the cooperative, sensible working together of all staff members at all levels in order to develop the best possible school programs and services. The lines of authority establish direction of authority and responsibility, but the lines also represent avenues for a two-way flow of ideas and communications to improve school programs and operations.

APPROVED: February 11, 1991

REVISED: September 19, 2005

6.1 - 5.0 PERSONNEL RECORDS

Information about staff is required for the daily administration of the school district, for

implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting Board, State, and Federal educational reporting requirements. To these ends, the Board authorizes and directs the Superintendent to develop and implement a comprehensive and efficient system of personnel records maintenance and control under the guidelines which follow.

1. A personnel file will be accurately maintained in the Central Administrative Office for each present and former employee. These files will contain applications for employment, references, and records relative to compensation, payroll deductions, evaluations, and such other matters as may be considered pertinent to the purposes of this policy as cited above.
2. The Superintendent will be the records manager for personnel files and will have the overall responsibility for maintaining and preserving the confidentiality of the files. The Superintendent may, however, designate another official to perform the duties of records management on the understanding that this official is to be held responsible for granting or denying access to records on the basis of these guidelines.
3. As defined in the Oklahoma Open Records Act, personnel records which are subject to public inspection include, but are not limited to: employment applications of persons who have been employed by the School District, gross receipt of public funds, dates of employment, title and position, and any final disciplinary action resulting in loss of pay, suspension, demotion, or termination.

All other personnel records not subject to public inspection as defined in the Open Records Act will be considered confidential and not open to public inspection, and access to files will be limited to school officials authorized by the Superintendent to use the files for purposes of this policy as cited above. No other persons or agencies may have access to information in a staff member's file except when the staff member has given written consent for the release of specific information to a specific person or agency, or when such information is subpoenaed or ordered for release by a court of law, or when the information requested is considered public information, as defined by the Open Records Act.

4. Lists of district employees' names and home addresses will be released only to governmental agencies as required for official reports. A personnel directory will be compiled and distributed to selected school employees annually. Addresses and phone numbers of former employees will not be released except to governmental agencies.
5. A staff member may have access to his/her own personnel file during regular school office hours with the exception that access will not be granted to references provided to the district on a confidential basis prior to employment. The right of access includes the right to make written objections to any information contained in the file.

Any written objection must be dated and signed by the staff member, and will become part of the staff member's file.

6. No complaint, commendation, suggestion, or evaluation may be placed in the evaluation file unless it meets the following requirements:
 - a. The comment is signed by the person making the complaint, commendation, suggestion, or evaluation; and
 - b. The Superintendent or employee's Principal or other supervisor has notified the employee that the comment is available in the district office for inspection prior to its placement in the evaluation section.

The employee may offer a denial or explanation of the complaint, commendation, suggestion, or evaluation, and any such denial or explanation will become a part of the evaluation section.

READOPTED: October 21, 1993
REVISED: July 13, 1998; September 19, 2005

6.1 - 6.0 USE OF SCHOOL PROPERTY BY DISTRICT EMPLOYEES

The Board of Education recognizes that there may be situations when employees, in the performance of their duties, may need to use school equipment on a temporary basis away from the premises.

1. The building principal must authorize, in writing, all equipment loans noting borrower, description, loan period, and serial numbers.
2. School property will not be loaned if the loan will cause a disruption in the regular educational program.
3. Equipment not intended for portable use, such as desks, bleachers, score boards, etc., will not be loaned.
4. Vehicles and implements such as tools, lawn equipment, cleaning equipment, etc., will not be loaned.
5. If equipment requires repair, the borrower will not personally attempt repairs, but will report the problem upon return of the equipment.
6. Damage due to improper use will be repaired at the borrower's expense.
7. If the equipment is stolen while in an employee's possession, it will be reported within two working days. If the loss is not reported, the

employee will be held responsible for replacement costs.

8. If costs of use are incurred (such as cellular phone charges) while the equipment is in an employee's possession, the employee will reimburse the district for any charges unrelated to the professional use of the equipment.
9. All property borrowed will be returned to the site specified in the written agreement.

APPROVED: July 13, 1998

6.1 - 7.0 POLITICAL INVOLVEMENT BY EMPLOYEES

No employee shall be discriminated against in any way or restricted because of political activities, providing such political activities are undertaken outside the classroom and school.

APPROVED: July 23, 1990; October 21, 1993

6.2 EMPLOYMENT

6.2 - 1.0 PROCEDURE FOR EMPLOYMENT OF PERSONNEL

This policy was deleted by the Board on April 7, 2008.

6.2 - 2.0 WRITTEN CONTRACTS

It is policy that all professional and support personnel will be employed by written contract with consideration of reemployment upon recommendation of the Superintendent for 10 or 12 month contracts. Summer employment is subject to approval by the Superintendent. The Superintendent shall sign all contracts.

6.2 - 3.0 OATH OF ALLEGIANCE AND NON-SUBVERSIVE OATH

Every employee of the school is required to sign the oath of allegiance and the non-subversive oath as prescribed by the laws of Oklahoma.

ADOPTED: October 21, 1993

6.2 - 4.0 FELONY RECORD SEARCHES

The School District will obtain the results of a felony record search of every prospective School District employee. For the purposes of this policy the term "national felony record search" means a search of the records of the State of Oklahoma and any state in which the applicant may have had known contacts in the past.

During the first interview with each employment applicant, the School District will advise the applicant that:

- 1) The School District requires a felony record search of every prospective employee as a condition of employment;
- 2) To enable the School District to request the search and obtain the results, the applicant must complete and sign an Authorization and Release form provided by the School District;
- 3) The School District will only request a felony record search if the Superintendent of Schools recommends employment of the applicant;
- 4) If the superintendent recommends employment of the applicant, the applicant must pay one-half of the search fee.
- 5) If the superintendent recommends employment of the applicant, the applicant must permit himself/herself to be fingerprinted, if applicable,

provide a social security number and provide any other information necessary to facilitate the felony record search; and

- 6) The applicant, if placed on duty prior to receipt of the felony search results, will be classified as a temporary employee until the School District is notified that the search is clear of any felony record.

All felony record searches will be made in compliance with the Federal Fair Credit Reporting Act.

If the felony record search reveals a prior felony offense conviction or if the applicant provides a false response to one or more of the questions on the Authorization and Release, the applicant will be denied employment and, if placed on duty prior to receipt of the search results, will be deemed to have resigned from employment with the School District, effective upon acceptance by the Board of Education. The Board of Education may accept any employee's resignation at any time within thirty (30) days after the date the School District is notified of either the unsatisfactory search results or learns of the applicant's false response, whichever is later. Under these circumstances, the employee waives any due process procedures which might otherwise be available under federal and state law and School District policies and procedures.

The School District will also request a national felony record search of the name, fingerprints, social security number or other relevant information of any current School District employee if the Board of Education or superintendent requests a search of that employee's felony record.

ADOPTED: September 19, 2005

6.2 - 5.0 IMMIGRATION LAW COMPLIANCE

This policy applies to all employees. The Ponca City School System is committed to employing only United States citizens and aliens who are authorized to work in the United States and comply with applicable federal and state law.

As a condition of employment, each new employee and each newly rehired employee must properly complete, sign, and date the first section of the Immigration and Naturalization Service Form I-9.

ADOPTED: October 21, 1993

REVISED: September 19, 2005

6.3 ASSIGNMENTS

6.3 - 1.0 ASSIGNMENT OF DUTIES OF STAFF MEMBERS

The Board employs school employees on the recommendation of the Superintendent of Schools, who shall assign the duties of all employees.

ADOPTED: March 6, 1967

REVISED: October 21, 1993; September 19, 2005

6.4 MONETARY CONSIDERATIONS

6.4 – 1.0 CLASSIFICATION OF EMPLOYEES AND RIGHTS AND RESPONSIBILITIES INVOLVING NONEXEMPT EMPLOYEES

It is the policy of Ponca City School District to ensure compliance with the Fair Labor Standards Act (FLSA) provisions concerning the payment of overtime at the established rate to eligible employees. Consistent with that obligation this policy discusses the proper classification of employees as exempt or nonexempt employees and also addresses the rights and responsibilities of the District and nonexempt employees in areas related to the authorization necessary for overtime work, and related recordkeeping requirements. The purpose of the policy is to ensure that the District correctly identifies those individuals entitled to overtime and ensures that nonexempt employees required to work overtime as a condition of their employment receive either monetary compensation or compensatory time for approved overtime. The District's construction and interpretation of this policy shall be consistent with FLSA's mandatory provisions.

District's Overtime Obligations

The FLSA does not limit the number of hours that an employee may work, either daily or weekly. It requires that overtime compensation be paid or time accrued at a rate of not less than one and one-half times the nonexempt employee's regular rate of pay for each hour worked in a workweek in excess of the maximum hours applicable to the type of employment in which the employee is engaged. For school district employees this means overtime for hours in excess of 40 per week for non-exempt employees.

While overtime must be calculated on a workweek basis, there is no requirement in the FLSA that the overtime compensation be paid weekly. As a general rule, overtime earned in a particular workweek should be paid where possible on the regular payday for the period in which such workweek ends. When the correct amount of overtime compensation cannot be determined until later, the district will pay it as soon after the regular pay period as practicable. Payment shall not be delayed beyond the next payday. In those cases where an employee elects or District enforces compensatory time, the use of accrued time is controlled by the District's Compensatory Time for Overtime Policy.

1. Employee Classification for Purposes of FLSA

It is the District's intent to adhere to the requirements of FLSA with regard to the classification of employees and with respect to the payment of overtime wages to eligible employees.

2. Non-Covered Employees

FLSA provides that certain employees are not covered by the Act. Non-covered employees include volunteers, independent contractors, legal advisors, and certain trainees. Non-covered employees are basically treated the same as exempt

employees, for purposes of FLSA.

3. Exempt Employees

In accordance with the FLSA, exempt employees do not receive overtime. Exempt employees include executive, administrative, and/or professional personnel.

The District employs a variety of employees. The determination of an employee's proper classification requires evaluation of specific duties, authority and compensation; however, the following provides guidance regarding how employees are generally classified for purposes of overtime compensation.

4. Nonexempt Employees

Nonexempt employees are entitled to overtime for all hours worked in excess of 40 in a workweek. Overtime compensation is paid at a rate of not less than one and one-half times the nonexempt employee's regular rate of pay for each hour worked in a workweek in excess of 40 hours per week.

5. Examples of Employee Classifications

Nonexempt employees include:

- Bus drivers
- Cafeteria workers
- Dietitians
- Custodial workers
- Day-care workers
- Classroom and student assistants
- Hall or lunchroom monitors
- Non-RN school nurse
- Secretarial or clerical support
- Security personnel
- Maintenance workers

Exempt executives include:

- Superintendent
- Assistant Superintendents
- Principals and Assistant Principals
- Directors of Computer Programming

Exempt professionals include:

- Guidance counselors
- Certified public accountants in budget office
- School attorneys
- School psychologists
- School registered nurse
- School librarian
- Teachers
- Department directors
- Title VII project coordinator
- Coordinator of federal programs

Non-covered positions include:

- Appointed members of the board of education
- Elected member of the board of education
- Homeroom mothers/fathers and other volunteers

6. Authorization Required for Overtime

Employees are not permitted to work overtime without the prior written authorization of the employee's supervisor or the superintendent. An employee who works overtime, without authorization, will be subject to discipline up to and including the possibility of termination. If for any reason the employee is unable to obtain approval of overtime prior to working overtime, he/she is required to immediately bring overtime work to the attention of his/her supervisor.

Supervisors are required to strictly enforce the district's prohibition of unauthorized overtime. To this end, a supervisor must not allow an employee to work overtime if the supervisor knows or reasonably suspects that the employee is working in excess of hours authorized. **A supervisor who fails to take reasonable action to enforce the district's policy will be subject to discipline up to and including possible termination of employment.**

7. Use of Time Clocks or Other Time Records

Employees will be assigned a method for keeping track of work hours. Each employee is responsible for the complete and accurate reporting of his/her time and must verify that the time reported is truthful to the best of the employee's knowledge and experience.

Employees assigned a time clock must not clock in more than seven (7) minutes prior to the beginning of the employee's work schedule, or more than seven (7) minutes after the end of the schedule. An employee who does not have prior written permission and who is found to have clocked in more than seven (7)

minutes before his/her schedule, or clocked out more than seven (7) minutes after his/her schedule, will be in violation of the provisions of this policy. Time accumulated on the time clock before or following the employee's scheduled work hours will not be considered as time worked. An employee who has questions regarding whether the employee should be on the time clock, should immediately contact a supervisor for clarification.

An employee utilizing an alternate method of time keeping is, likewise, required to ensure that the times listed by the employee are complete and accurate and recorded to the best of the employee's knowledge and experience and is subject to the same requirements and penalties as an employee utilizing a time clock.

An employee who identifies an erroneous entry on his or her time card or record should immediately bring the error or mistaken entry to the attention of his/her supervisor and both should insert and initial the correct entry or information on the time record.

Employees who clock in more than eight (8) minutes late will be docked ¼ hour. Employees who are eight (8) minutes early will be paid overtime only if the early report to work is approved by the employee's supervisor. **Voluntary overtime is strictly prohibited because it creates monetary liability for the district, even though that result is unintended.**

8. Notice of Policy to Employees

Each employee will be furnished with a copy of the District's FLSA policy and required to sign an acknowledgement confirming that the employee received the policy and that he/she understands the rights and responsibilities that it includes.

Questions concerning any part of the policy should be directed to the employee's supervisor or the superintendent.

If at any time an employee believes that he/she is incorrectly classified for purposes of FLSA or is entitled to additional compensation under federal or state law, he/she should promptly notify the superintendent in writing, setting out the basis for the employee's complaint of misclassification or incorrect compensation.

ADOPTED: September 19, 2005

6.4 – 2.0 COMPENSATORY TIME FOR OVERTIME

The Fair Labor Standards Act (FLSA) extends flexibility to school districts in adopting arrangements that provide compensatory time off in lieu of monetary overtime compensation. Accordingly, Ponca City School District will provide, within reasonable limits, compensatory time off. The calculation used to determine the amount of compensatory time available to a nonexempt employee is one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time received by

an eligible employee extinguishes the employee's entitlement to monetary overtime compensation. Compensatory time off is subject to all of the conditions provided in this policy and the District's other policies concerning FLSA. The District's administration shall, at all times, retain the authority to make the decision to permit an employee to accumulate and use compensatory time or to pay the employee for overtime worked; however, the standard of time and one-half for overtime hours worked shall apply in either instance. The District's policy and applicable procedures concerning compensatory time are more fully detailed below.

1. Prior Approval of Overtime Required

Overtime will not be allowed to any non-exempt employee unless prior approval has been given, in writing, by the employee's supervisor or his/her designee. Non-exempt employees working in excess of forty (40) hours per workweek without prior written approval may be subject to appropriate disciplinary action, up to and including possible termination.

2. Calculation of Compensatory Time

If a non-exempt employee is properly assigned to work more than forty (40) hours in a workweek, the District may provide compensatory time ("comp time") off in lieu of monetary overtime compensation at a rate of not less than one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. It shall be the responsibility of the employee and the employee's supervisor to maintain accurate records of all comp time accrued. All overtime recorded to be accrued as comp time must be initialed by the employee and the immediate supervisor or his/her designee by the end of the week following the week in which the overtime is worked.

3. Scheduling Use of Compensatory Time

Any non-exempt employee who has accrued comp time and who requests the use of the comp time shall be permitted to use the comp time within a reasonable period, after making the request, as long as the use of the comp time does not unduly disrupt the operation of the District. Supervisors are encouraged to limit the accumulation of comp time to eight (8) hours per pay period, but special circumstances may justify a greater accumulation. All requests to use comp time must be in writing. If the request is denied, then the employee and supervisor are to arrange an alternate date for the comp time to be used. If no agreement can be reached, then a meeting will be conducted with the superintendent of schools or superintendent's designee to schedule a date for the comp time to be taken. The School District, at its sole option, may require an employee to use accrued comp time at certain times.

4. Maximum Accrual of Time

Employees may accrue up to 240 hours of comp time. (Because comp time is accumulated at time and one-half, this is 160 hours of actual overtime work.) Employees who work in a public safety activity, emergency response activity or seasonal activity may accumulate up to 480 hours of comp time (320 actual overtime hours).

5. When Hours are Not Considered Work Hours

Time periods in excess of twenty (20) minutes during which the employee is not actually performing job duties will not be included as “hours worked” if the time can effectively be used for the employee’s own purpose.

6. Volunteer Work

Non-exempt employees are not allowed to do “volunteer” work for the District. Although the District appreciates the occasional willingness of nonexempt personnel to volunteer their time, FLSA regulations create an unacceptable risk of overtime liability when nonexempt personnel volunteer to perform services for the school district or volunteer to work longer hours without compensation. An exception to the volunteer prohibition is an employee of the School District who is a parent, grandparent, or guardian who volunteers in connection with school activities involving the individual’s child or grandchild and the activity is one for which parents or others customarily volunteer. In addition, the volunteer’s activities or services must be unrelated to the employee’s compensated duties with the school.

7. Payment for Comp Time Upon End of Employment

Any non-exempt employee whose employment with the District terminates and who has accrued but not used comp time shall be paid at his/her regular hourly or salary rate in effect at the time the employee receives the payment. The District reserves the right, at any time, to substitute a cash payment, in whole or in part, for comp time.

8. Notice of Policy to Nonexempt Employees

A copy of this policy will be provided all of the district’s nonexempt employees along with a compensatory time agreement which employees will sign and which the employee’s supervisor will sign. The agreement, unless withdrawn by the district, will remain in effect while the employee works for the District. This compensatory time off policy shall be considered as a condition of employment for all non-exempt employees of the District.

ADOPTED: September 19, 2005

6.4 – 3.0 MULTIPLE EMPLOYMENT ASSIGNMENTS

The School District may have opportunities for its employees to assume more than one type of employment position. The District will closely monitor the assignment of more than one position to any employee to ensure that the assignment does not result in the employee working more hours than is advisable or hours which will create overtime or unacceptable overtime liability for the School District.

Accordingly, the District will closely monitor all multiple assignments made to employees to determine whether the positions assigned are exempt from overtime or will require the payment of overtime. Employees must strictly adhere to instructions regarding the hours of work authorized.

Exemption from Overtime

Exemptions from the overtime provisions of the FLSA are provided under federal regulations. School administrators are exempt as administrative employees and teachers are exempt from overtime under the professional exemption. Other employees may be exempt based on the duties performed and whether they meet the tests approved by FLSA for executive, administrative or professional positions.

Multiple Position Employment Prohibition of Exempt Employees

Teachers and administrative employees of the board who are exempt from overtime provisions of the Act under regulations promulgated by the Wage and Hour Division of the United States Department of Labor may not be employed in multiple positions with the board if such employment would jeopardize the exempt status of the employee's teaching or administrative position.

Employment Contract Supplements

Pursuant to employment contracts approved by the board, teachers and other *exempt* personnel may earn a salary supplement for performing assigned duties, such as coaching athletic teams, serving as cheerleading sponsors, and other extra responsibilities incidental to their position as teachers or school administrators.

Multiple Position Employment of Non-Exempt Employees

Non-exempt employees of the District and board may be employed in multiple positions only if the time to be worked by the employee in those positions will not normally exceed forty hours during the employee's workweek. Additional position assignments to employees in this category will be subject to the following conditions:

1. *Authorized* overtime will be paid to non-exempt employees who work more than forty hours in a workweek, whether the work is performed in one or more than one job.
2. Supervisors may only permit overtime under unusual or extraordinary circumstances and overtime must be approved in advance, in writing, before overtime hours are worked.
3. An employee working overtime, which is not properly authorized, in advance in writing by the employee's supervisor, is considered to be in violation of this policy and the violation may result in disciplinary action, up to and including possible termination.

Overtime Rates of Pay

Non-exempt employees working more than one position, in which the rate of pay is different for each position, must agree in writing, in advance of performance of the work and as part of the overtime authorization, as to the rate of pay. At the time any overtime hours are approved, the employee's supervisor will determine for which job and rate the overtime hours are to be worked. If overtime hours are properly authorized and worked, they will be paid at the rate established for the work being performed during the overtime hours.

Benefit Entitlements According to Primary Position

Employees who work in more than one position for the District will be entitled to benefits in only the primary position unless otherwise provided by law. The primary position is defined as the position in which the person was initially employed by the District and will generally be the position which is regularly assigned the most hours of work.

After-School Program Employees

Employees who work in an after-school program operated by the District are employees of the District and included within the purview of this policy.

ADOPTED: September 19, 2005

6.4 -4.0 PAYDAY SCHEDULES FOR ALL EMPLOYEES

All personnel employed regularly, either full time or part-time, will be paid according to a specific schedule determined annually and posted at each site. The schedule will list the payroll delivery dates for the school year. Payroll delivery dates will generally be the first of the month. If the first of the month falls on a weekend, the payroll delivery date will be the preceding working day unless the first is January 1, in which case the payday shall be the calendar day following the holiday or weekend. When school is not in

session, working day shall be defined as the calendar day preceding the weekend. All employees whose salaries may be annualized will receive their pay over twelve months. This will not apply to bus drivers or child nutrition cafeteria staff.

When an employee is separated from employment before the end of a contractual period, terminal pay will be prorated on a per diem basis, and the employee will receive the terminal pay on the next payroll delivery date.

REVISED: July 13, 1998; September 19, 2005; May 12, 2008

6.4 - 5.0 SALARY DEDUCTIONS

Salary deductions are allowed only upon approval and are subject to the following requirements:

1. Organizations, companies, or individuals desiring the institution of a salary deduction plan must submit their desired plan for advance approval. A company or organization shall have 15 or more employees wishing to contribute.
2. Deductions are to be withheld in equal installments, with the number of installments being determined by the number of the employee's pay periods.
3. All salary deductions other than those regulated by the federal or state government will be deducted only upon written approval of the employee. Payroll deductions will be in accordance with IRS regulations.
4. Payroll deduction options placed in the district's 125 Plan shall only be changed in accordance with the regulations of the Plan.

The Board authorizes, within the above requirements, salary deduction plans for health and hospitalization insurance, an employee credit union, membership dues for recognized employee collective bargaining units, and the United Way. Tax-sheltered annuities, as deductions in pay, are also authorized.

APPROVED: February 11, 1991

REVISED: July 13, 1998

6.4 - 6.0 TEACHER RETIREMENT CONTRIBUTION

The district will make the following contribution to Teachers' Retirement System on behalf of the following employees in the amounts described:

1. The Board shall pay one hundred percent (100%) of the contribution of administrators, psychologists, district treasurer, and district administrative assistant to the Oklahoma Teachers' Retirement System.

2. All employees not mentioned in (1.) above may participate in the Teachers' Retirement System on a voluntary basis, as allowed by law; however, the district will not pay any portion of their contribution other than required by law or as may be specifically contracted with such employee and approved by the Board of Education.

Regular annual compensation is the wages and benefits on which each member's contribution to Teacher Retirement System is based. Regular annual compensation includes the member's monthly gross salary, including pay for contracted extra duties, and fringe benefits provided by the district.

Non-periodic compensation is not included in the calculation of Teacher Retirement contributions. Non-periodic compensation is pay for non-periodic work, such as: working concession stands, selling tickets at athletic events, football or basketball camps, reimbursement for attending workshops, tutoring after school, teaching for homebound, hourly compensation for participating or providing curriculum development, and district training. Non-periodic compensation also includes stipends, sick leave disability payments, any payments made for reason of termination or retirement and/or sick leave, retirement bonuses or contract buy-outs.

The calculation of regular annual compensation shall be the same for all members, regardless of personnel class.

APPROVED: October 14, 1991

REVISED: October 21, 1993, July 13, 1998; September 19, 2005

6.4 - 7.0 SICK LEAVE AND WORKERS' COMPENSATION CLAIMS FOR ALL EMPLOYEES

The School District provides benefits established under the Oklahoma Workers' Compensation Act ("Act") to all School District employees who are injured in on-the-job accidents.

All regular employees who are injured in on-the-job accidents shall receive statutory benefits including medical expenses, temporary compensation and benefits for permanent disability or death as required by the Act.

Accrued and unused personal leave and sick leave benefits shall be paid as allowed by law to the injured employee in addition to workers' compensation benefits for temporary disability if the injured employee should so elect. The School District uses an appropriate election form which every injured employee will be given as soon as possible after an on-the-job injury. No supplemental payment shall be made until such time as the employee returns the election form to the School District. If the election for supplemental pay is made sick leave shall be used and exhausted before personal leave unless different instructions are directed by the employee, in writing, to the District.

ADOPTED: September 19, 2005

6.4 - 8.0 UNEMPLOYMENT COMPENSATION INSURANCE

All employees are covered by Unemployment Compensation Insurance and the premiums are paid by the school district.

ADOPTED: October 9, 1996

6.4 - 9.0 PROCESSING FEE FOR GARNISHED EMPLOYEES' WAGES

Pursuant to authorization created by law, a \$10.00 processing fee will be deducted from the wages of an employee who has had a garnishment issued against them. In a continuing garnishment, that sum will apply to the garnishee answers/affidavits prepared for each successive pay period. This processing fee is allowable by law for employer costs incurred in answering a garnishment summons for a debt other than child support. If no funds are available, and the answer is filed, then no processing fee will be withheld from wages. The district will deduct \$5.00 per pay period for processing a child support income assignment, also pursuant to law.

The employee will be informed by first-class mail or by hand-delivery that the garnishment has been filed and given a copy of the form, which ensures the employee is informed of the right to file for a court hearing if an exemption from garnishment is claimed.

Authority: Title 12, Okla. Stat. Ann., Sections 1190; 1171.3(E)(4); 1172.2(A);1173.4; 1178; and 1178.1, as amended.

APPROVED: June 9, 1997

6.4 - 10.0 NO AUTHORITY OF EMPLOYEES TO CONTRACT
(Please note this is also referred to in Section V. - Business Management)

No employee, except the Superintendent, has the authority to sign any contract or agreement on behalf of the district. The Superintendent has authority to sign contracts or agreements as authorized by the Board of Education.

6.4 – 11.0 EXCESS SICK LEAVE/PAY DOCK

Employees must utilize all available leave before using excess sick leave or taking a pay dock. The only exception to this requirement is for support employees not required to work unforeseeable school closure days. All pay dock days must be pre-approved by the employee's immediate supervisor and the Assistant Superintendent of Human Resources.

ADOPTED: September 19, 2005

6.5 LEAVES AND VACATIONS

6.5 - 1.0 FAMILY AND MEDICAL LEAVE ACT (ALL EMPLOYEES)

It is the policy of the Ponca City School District to comply fully with the requirements of the Family and Medical Leave Act of 1993 (the "Act"). This Act requires that a covered employer provide up to twelve (12) work weeks of unpaid leave to eligible employees. "Eligible employees" are those employees who: (1) have been employed for at least one year by the Ponca City School District; and (2) worked at least 1,250 hours during the previous twelve-month period; and (3) have requested leave for a reason covered by the Act.

Reasons For Leave

All eligible employees who meet the Act's requirements may be granted a total of twelve (12) work weeks [i.e., sixty (60) work days] of unpaid family leave and paid sick, vacation and personal leave combined (during any year as defined below) for the following reasons:

- 1) For the birth of a child and to care for such child, or placement for adoption or foster care of a child;
- 2) To care for a spouse, child or parent with a serious health condition; or
- 3) For a serious health condition of the employee that makes the employee unable to perform his or her job functions.

The term "serious health condition" means one which requires either in-patient care, or continuing treatment by a health care provider. This term is intended to cover conditions or illnesses affecting health to the extent that in-patient care is required, or absences are necessary on a recurring basis or for more than just a few days. A "serious health condition" does not cover short-term conditions for which treatment and recovery are very brief. Such conditions would normally be covered by the District's sick leave policies.

The term "year" as used in this Policy shall mean a rolling 12-month period measured backward from the date an employee uses any leave.

Availability Of Leave

In determining the availability of leave the District will consider the leave available to a person (whether paid or unpaid) by virtue of existing employment conditions. The intent of the District is to insure that each individual covered by the Act shall have the leave benefits available as a result of the law's requirements. It is not the intent of the District or this policy to provide leave benefits that exceed those authorized by rule, policy or existing law as supplemented by the Act. Thus, an eligible employee

must use any accrued paid vacation leave, personal leave and sick leave for any part of the twelve (12) week period. It is the policy of the District that all appropriate paid non-Act leave will be used first.

An employee requesting leave for one of the reasons authorized by the Act will be entitled to the leave available by virtue of existing leave policies. In the event the application of these policies results in less leave than is required by the Act an eligible individual will be entitled to such additional leave as is necessary to result in the minimum leave specified in the Act for covered individuals.

Where the employee's spouse is also employed by the District, the total number of work weeks of Act leave to which both spouses are entitled is limited to twelve (12) work weeks during a year if such leave is for the birth of a child or to care for a child or for placement for adoption or foster care of a child.

Application For Leave

An employee requesting leave must complete an "Application for Family or Medical Leave." The application must state the reason for the leave, the duration of the leave (if known), and the starting and ending dates of the leave. An application can be obtained from the office of the Superintendent.

The application for leave must be submitted at least thirty (30) days before family or medical leave because of an expected birth or placement of a child, or because a planned medical treatment is to begin. If, for reasons beyond the employee's reasonable control, the leave is to begin in less than thirty (30) days, an employee must give notice to his or her immediate supervisor and to the office of the Superintendent as soon as is practicable, ordinarily within one or two school days of when the employee learns of the need for leave.

In the absence of an application for leave from an eligible employee the District may, in its discretion, place an eligible employee on FMLA leave if the employee is absent for any of the reasons set forth above in the "Reasons for Leave" provisions.

Leave Based On A Serious Health Condition

A "Medical Certification Statement" must accompany an application for leave based on the serious health condition of the employee or the employee's spouse, child or parent. This statement must be completed by the applicable health care provider. It must state the date on which the health condition began, the estimated duration of the condition, and the relevant medical facts related to the condition.

If the employee has a serious health condition the certification must state that the employee cannot perform the functions of his or her position. Likewise, when the employee is prepared to return to work he or she must provide certification by his or her health care provider that the employee is able to resume work. The District reserves the

right to require the employee to obtain a second medical opinion at the District's expense. If the opinions of the first and second health care provider differ, the District may require a third opinion from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding.

The District may require subsequent certifications to support FMLA leave but not more often than every thirty (30) days unless the employee: (1) requests an extension of leave; (2) changed circumstances occur regarding the illness or injury; or (3) the District receives information that casts doubt on the validity of an existing certification.

In the event the employee is applying for leave to care for a spouse, child or parent, the certification must state that fact along with an estimate of the amount of time the employee will need.

Intermittent Leave Or Leave On A Reduced Leave Schedule

An employee may request to use available leave intermittently or on a reduced leave schedule. Where leave is requested in connection with a serious health condition of the employee or his or her immediate family member, the request for leave must be supported with a certification from the health care provider that such leave is medically necessary and stating the expected duration and schedule of such leave. There must be a medical need for the leave and evidence that the medical need can best be accommodated through an intermittent or reduced leave schedule. Any eligible employee seeking leave on an intermittent or reduced leave basis must obtain and complete a request for leave and must submit the medical certification required.

Intermittent or reduced leave may also be taken in connection with the birth or because of the placement for adoption or foster care of a child. However, intermittent leave or leave on a reduced leave schedule for this purpose may only be taken with the approval of the District.

In either instance, whether because such leave is medically necessary or in connection with the birth or placement of a child, the employee must try to schedule the leave so as not to unduly disrupt the District's operations. In the event the employee takes intermittent leave or reduced leave the District reserves the right to place the employee in an alternative position which better accommodates intermittent or reduced leave.

When an instructional employee requests intermittent or reduced leave for planned medical treatment for more than twenty percent (20%) of the total number of working days in the period during which the leave would be used, the District may require the employee to elect either to (1) take leave for a "particular duration" or time which is not greater than the duration of the planned treatment, or (2) be transferred to an alternative position. If the instructional employee requesting intermittent leave or leave on a reduced leave schedule does not give proper notice as required the District may deny the taking of leave until thirty (30) days after notice was provided, or may require the

employee to take leave for either a "particular duration" or accept an alternative position.

Leave Taken Near The End Of An Academic Term

If an instructional employee begins any type of covered leave more than five (5) weeks before the end of a term, and if the leave will last at least three (3) weeks and the employee would otherwise return to work during the three (3) weeks before the end of the term, the District may require the employee to continue taking leave until the end of the term.

If an instructional employee takes leave for a reason other than the employee's own serious health condition which commences during the five (5) weeks before the end of the term, and if the leave will last more than two (2) weeks and the employee would otherwise return to work during the last two (2) weeks of the term, the District may require the employee to continue taking leave until the end of the term.

If an instructional employee takes leave for a reason other than the employee's own serious health condition which begins during the last three (3) weeks of the term, and if the leave will last more than five (5) working days, the District may require the employee to take leave until the end of the term.

For the purposes of this Policy, the word "term" means the first term or Fall semester term of each academic year and the second term or Spring semester term of each academic year.

The Effect Of Leave On Benefits

During a period of family or medical leave, an employee will be retained on the District's medical insurance plan under the same conditions that applied before leave began. In order to continue medical insurance coverage the employee must continue to make any contributions that he or she made to the plan before leave. Failure of the employee to pay his or her share of the medical insurance premium may result in a loss of coverage. The employee is required to pay all of the premiums for any other type of insurance coverage which may exist.

If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the District for payment of health insurance premiums during the family or medical leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing his or her job or to circumstances beyond the employee's control.

The employee may not accrue any seniority or employment benefits that would have accrued if not for the taking of leave. However, the employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began.

Reinstatement To Former Position

An employee generally is entitled to be restored to an equivalent position and to equivalent conditions of employment. This may not be applicable to employees who are designated as "highly compensated employees". The District cannot guarantee that an employee will be returned to his or her original job. A determination as to whether a position is an "equivalent position" will be made by the District. A highly compensated employee is one who is salaried, and is "among the highest paid 10 percent" of the employees employed within 75 miles of the employee's worksite. An employee who qualifies as a "highly compensated" employee may be denied restoration to employment if necessary to prevent substantial and grievous economic injury to the operations of the District.

An employee who is ready to return from leave must complete a "Notice of Intention to Return from Family or Medical Leave" before he or she can be returned to work. An employee may return to work before the expiration of a family or medical leave of absence. In this event notification must be given to the employee's supervisor at least five (5) working days prior to the employee's planned return.

Failure To Return From Leave

The failure of an employee to return to work upon the expiration of a family or medical leave of absence will subject the employee to immediate termination unless an extension is granted. Any termination, as a result of this provision, is subject to the same rights as a termination for cause. An employee who requests an extension of family leave or medical leave due to the continuance, recurrence or onset of her or his own serious health condition, or the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the employee's immediate supervisor with a copy to the office of the Superintendent. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period.

Interpretation Of Act

The District intends to remain faithful to the requirements of the Act. Questions regarding the interpretation, administration, and application of the Act to eligible employees shall be resolved by reliance on the FMLA and its interpretive regulations. Where relevant, the District will also consider its policies, rules, practices, and negotiated agreements.

ADOPTED: September 19, 2005

6.5 - 2.0 JURY DUTY (ALL PERSONNEL)

It is the policy of the Ponca City Board of Education to encourage all employees to be active in civic and governmental affairs. When an employee is called for jury duty the employee will be granted leave with no reduction in salary for his or her term of jury

service.

1. If jury service would create an undue hardship on the individual called, a request for exemption can be considered by contacting the Superintendent of Schools.
2. On days that the employee is excused or not serving on the jury, he or she is to report to his or her teaching or work station.
3. Teachers and employees will be requested to share with their students this experience in citizenship responsibility.
4. Payroll will deduct \$20 per day from the employee's salary as an offset for the per diem received for serving on jury duty.

APPROVED: November 10, 1975; October 21, 1993

REVISED: July 13, 1998; September 19, 2005

6.5 - 3.0 MILITARY LEAVE (ALL PERSONNEL)

The Board of Education shall provide leave to all employees who are members of any component of the armed Forces of the United States, including members of the National Guard and the Reserve Forces, when that employee is ordered by proper authority to active duty or service. Military leave shall be without loss of status, efficiency rating, pay, or benefits during the first thirty (30) days of such service.

Employees who are members of any component of the Armed Forces of the United States who serve on extended active duty for 180 days or fewer will be reemployed upon their release from active duty, provided (1) they previously provided advance notice that they would be absent from work due to service in the Armed Forces, and (2) they apply for reemployment within 30 days following their release from active duty.

Employees who are members of any component of the Armed Forces of the United States who serve on extended active duty for more than 180 days will be reemployed upon their release from active duty, provided (1) they previously provided advance notice that they would be absent from work due to service in the Armed Forces, and (2) they apply for reemployment within 90 days following their release from active duty.

ADOPTED: September 19, 2005

6.5 - 4.0 VACATION -- TWELVE-MONTH EMPLOYEES

Twelve-month employees will be granted an annual vacation with pay, in recognition of special service beyond the usual hours of service, provided that such vacation shall in no way interfere with the necessary work of the individual concerned and vacation arrangements are cleared with the employee's supervisor. Vacation day is defined as a scheduled work day.

- A. Twenty days of vacation will be granted the Superintendent, Assistant Superintendent, Central Office Directors and Coordinators, and the Secondary School Principals hired prior to July 1, 1996. For such employees hired after July 1, 1996, fifteen (15) days of vacation will be granted.
- B. All twelve-month employees not listed above will be granted an annual vacation with pay as listed below:
 - 1. Ten days of vacation with less than ten years of employment with the School District.
 - 2. Fifteen days of vacation with ten years or more of service, but less than twenty years.
 - 3. Twenty days of vacation with twenty years or more of service.
- C. All twelve-month employees are required to take a minimum of five days vacation leave annually.
- D. Annual leave may be taken in the year earned or up to ten (10) days may be carried into the next fiscal year but must be used by midnight on December 31, when accumulated vacation days will expire.

APPROVED: October 21, 1993

REVISED: June 10, 1996; October 13, 1997; September 19, 2005

6.6 EVALUATION & REVIEWS, SUSPENSION, TERMINATION & NON-RENEWAL, REDUCTION IN FORCE, AND RESIGNATIONS
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6.6 - 1.0 EVALUATION OF EXTRA DUTY PERSONNEL

All personnel involved in extra duty activities will be evaluated annually at the end of their activity or when the Superintendent or appropriate supervisor believes an evaluation is necessary.

REVISED: October 8, 1984; October 21, 1993; July 13, 1998

6.6 - 2.0 PROCEDURES FOR SUPPORT PERSONNEL RESIGNATIONS

Support employees may submit a written resignation from employment with the School District at any time. The resignation must be dated and signed and specify the date upon which it is effective. The resignation must be mailed to the superintendent by certified mail, return receipt requested, or delivered to the superintendent's office. An acknowledgment of receipt of hand-delivered copies shall be placed on the face of the resignation.

In order to resign in good standing, full-time permanent employees are expected to give at least two weeks' notice and temporary, part-time and probationary employees at least four days' notice prior to the effective date of resignation.

The superintendent is authorized to accept the written resignation of any support employee and shall advise the support employee in writing that the resignation has been accepted. The superintendent shall advise the Board of Education of the support employee's resignation and whether the superintendent accepted the resignation.

Payment of final compensation shall be processed and disbursed at the scheduled times.

ADOPTED: September 19, 2005

6.7 SAFETY AND WELFARE

6.7 - 1.0 HAZARD COMMUNICATIONS POLICY AND PROCEDURES

POLICY

The Ponca City Public Schools Board of Education hereby declares its concern for the safety of the district's employees and pledges to initiate whatever programs may reasonably be required to insure this safety. It is the intent of the Ponca City Public Schools to comply with all applicable regulations concerning employee safety and workers' right to know. The Board of Education hereby confers to the Superintendent of Schools the responsibility for compliance with all applicable health and safety regulations within this district; this Board also confers to the Superintendent the power to establish such procedures as shall be necessary to accomplish this compliance, including but not limited to the procedures outlined below which shall be a permanent part of this policy and updated as needed.

PROCEDURES

RECORD KEEPING

1. The district will maintain and make available to its employees such chemical hazard information as required, including but not limited to Material Safety Data Sheets and Chemical Information Lists.
2. The district will maintain and make available to its employees such accident and safety reports as required.
3. The district will report any health and safety information as required to the appropriate governing agency upon request.

PLACARDING AND MATERIAL HANDLING

1. The district will work with the local fire authority to identify hazards and placard as required.
2. The district will maintain proper labeling and storage of containers of hazardous substances.
3. The district will provide all necessary personal protective equipment for employee safety.

EMPLOYEE TRAINING

1. The district will conduct such training as needed to familiarize each employee with the hazards of that employee's position.
2. Such training will be conducted at least annually and as needed for specific situations.

APPROVED: March 13, 1989; October 21, 1993; September 19, 2005

6.7 - 2.0 SEXUAL HARASSMENT POLICY AND PROCEDURES

State and federal law specifically prohibit sexual harassment of employees and students in connection with their employment by or enrollment in the Ponca City Public Schools. This policy will set forth the rules and regulations to be followed by all students, employees and Board members of the District with regard to the issue of sexual harassment:

1. "Employee" means any person who is authorized to act on behalf of the District, whether that person is acting on a temporary or permanent basis, with or without being compensated, or on a full-time or part-time basis and including board members and school volunteers.
2. "Student" means any person who is enrolled in any school or program of the District.
3. In the case of an employee of the District, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature by one employee towards another employee which (a) is made an explicit or implicit term or condition of an employee's employment, or (b) is used as a basis for employment decisions affecting that employee or (c) has the purpose or effect of unreasonably interfering with an employee's work performance, or creating an intimidating, hostile or offensive working environment.
4. In the case of a student of the District, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors and other unwelcome verbal, nonverbal or physical conduct of a sexual nature by any person towards a student or conduct that denies or limits, on the basis of sex, a student's ability to participate in or to receive benefits, services or opportunities in the District's programs. Age appropriate examples of the kinds of things that can constitute prohibited sexual harassment shall be communicated to the students.
5. All students, employees and Board members are strictly prohibited from engaging in any form of sexual harassment of any student, employee, applicant for employment, vendor representative or patron of the District. Any employee

engaging in sexual harassment is subject to disciplinary action, including but not limited to suspension, demotion, forfeiture of pay or benefits and termination. Such penalties shall be imposed based on the facts taken as a whole and the totality of the circumstances such as the nature, extent, context and gravity of such activities or incidents.

6. Any student engaging in sexual harassment is subject to any and all disciplinary action which may be imposed under the District's Student Discipline Code.
7. Any employee or student who is or has been subjected to sexual harassment or knows of any student or employee who is or has been subjected to sexual harassment shall immediately report all such incidents to either the superintendent, assistant superintendent, principal, assistant principal, or any Board member of the District. In the case of administration, transportation, maintenance and child nutrition employees, the report may be made instead to the administrator who supervises the department. If the report of an incident needs to be made after normal school hours, the above listed individuals may be contacted at home. It is preferred that all such reports be made in person or in writing signed by the reporting party, including but not limited to a Title IX grievance form. However, in order to encourage full, complete and immediate reporting of such prohibited activities any person may report such incidents in writing and anonymously by mailing such reports to the personal attention of any of the above-designated persons. All such reports should state the name of the alleged harassing student, employee or board member, the person(s) being harassed, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and any other information necessary to a full report and investigation of the matter.
8. Any employee who is subjected to job related sexual harassment is entitled to protection under Title VII of the Civil Rights Act of 1964 and the Oklahoma Anti-Discrimination Act and may report such incidents to the United States Equal Employment Opportunity Commission or the Oklahoma Human Rights Commission.
9. The superintendent, assistant superintendent, principal, assistant principal, Board member or other administrator, upon receiving a report (formal or informal) of sexual harassment shall do the following as quickly as reasonably possible:
 - a. obtain a statement, oral or written, from the individual who is alleged to have been sexually harassed that contains information necessary to conduct a full investigation of the matter. This information should include, but is not limited to, the name of the alleged harasser, the person(s) being harassed, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and the names of any witnesses;

- b. take reasonable and age appropriate, effective steps to separate and protect the individual who is allegedly being sexually harassed from the alleged harasser, until the matter can be fully investigated and the appropriate remedial steps taken;
 - c. keep the individual who is allegedly being sexually harassed reasonably apprised, to the extent allowed under federal and state privacy laws and regulations, of the investigation and the actions taken as a result of the investigation;
 - d. conduct a full and complete investigation, to the extent reasonably possible and appropriate to the age of those involved, regarding the alleged sexual harassment, that would include, but not be limited to, interviewing the individual allegedly harassed, any witnesses, review of any supporting documents, and interviewing the alleged harasser;
 - e. based on good judgment, common sense and the facts, as revealed by the investigation, taken as a whole and the totality of the circumstances, such as the nature, extent, age of those involved, context and gravity of such activities or incidents, take or recommend the taking of appropriate and effective measures reasonably calculated to end the harassment and prevent a reoccurrence, including but not limited to, as to employees, suspension, demotion, forfeiture of pay or benefits, termination or reassignment.
10. During and after the investigation, confidentiality shall be maintained, as far as reasonably possible; provided however, nothing in this policy shall preclude public disclosure of any information of a personal or confidential nature during the course of any suspension, dismissal or non-renewal hearing or in any litigation.
11. Any person filing or complaining of sexual harassment or participating in any way in any investigation of a sexual harassment claim under this policy shall not be subjected to any form of reprisal, retaliation, intimidation or harassment. The District will discipline or take appropriate action against any student, employee, agent or representative of the District who is determined to have engaged in such retaliatory behavior.

ADOPTED: September 19, 2005

6.7 - 3.0 BLOOD BORNE PATHOGEN POLICY
(To Meet OSHA Instruction CPL 2-2.44C - March 6, 1992)

1. Independent School District No. I-71 recognizes that certain employees may experience a reasonable anticipation of contact with blood or body fluids containing blood. The Director of Risk Management is the administrator in the district charged with

the responsibility of implementing this policy (Exposure Control Officer). The school nurses will assist as assistant exposure control officers.

2. Scope. The provisions of this policy apply to any employees that may be reasonably anticipated to face contact with blood and students that are enrolled in programs where they may reasonably be anticipated to face contact with blood. The Exposure Control Officer shall identify and list employee positions and student programs that are so affected and job descriptions of employees so affected shall be amended to reference the potential of occupational exposure.

3. Job Descriptions. The Exposure Control Officer shall, within each job classification, identify those tasks and procedures where the highest risk of exposure to blood borne pathogens occur.

4. Exposure Control Plan. The Exposure Control Officer shall be responsible for creating and maintaining a written Exposure Control Plan in accordance with any federal and state regulations relating to occupational health and safety with respect to blood borne pathogens.

5. Requirements of Employees and Students. All employees and students of the district must follow procedures developed in the Exposure Control Plan to maximize their protection from exposure to blood borne pathogens. Employees and students shall wear or utilize protective equipment where made available. Employees and students involved in identified programs or positions shall complete and maintain all training required by the Exposure Control Plan.

6. Protective Equipment, Training, Disposal. The Exposure Control Plan shall provide for appropriate protective equipment, training of employees and students, washing facilities and disposal of contaminated materials.

7. Prohibitions and Other Requirements. Eating, drinking, applying cosmetics, lip balm, contact lenses, or other similar activities are prohibited in work areas of likely occupational exposure to blood borne pathogens. Employees and students must maintain such work areas in a clean and sanitary condition. The Exposure Control Officer shall identify those work areas so affected with appropriate labeling and signage.

ADOPTED: February 8, 1993

READOPTED: October 21, 1993

REVISED: July 13, 1998

6.8 EMPLOYEES CHARGED WITH CRIMES

Pursuant to Section 5-144 of Title 70 of the Oklahoma Statutes in the event it is discovered that a person charged in an information or indictment with a felony or violent misdemeanor is a student or employee of a school district or a public school in the state, or an employee working on school property for an entity that provides services to a school district or a public school on school property, the district attorney shall notify the superintendent of the school district of the charges filed against the student or employee.

It shall be the policy of this School District that if such information is ever received by the Superintendent of Schools, he/she will promptly investigate the information and take whatever reasonable actions are deemed appropriate to best protect the interests of the School District and its students.

Upon receipt of such notification from the district attorney, the Superintendent (or designee) shall:

1. Make effort to verify the accuracy of the information through any means accessible;
2. Ascertain whether or not the person or persons reasonably pose any threat to the students and staff of the School District by their employment or presence on school property; and
3. Take any reasonable steps appropriate to ensure the safety of students and staff and protect the interests and goals of the School District including but not limited to dismissal of the employee or whatever measures will reasonably be in the best interest of the School District, its students and staff.

Upon the adoption of this policy, the Superintendent shall send a letter to the district attorney for every county in which the School District operates notifying the district attorney of the obligations under Oklahoma law.

Pursuant to Section 6-101.48 (A) of Title 70 of the Oklahoma Statutes, no person or business having a contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees shall allow any employee to work on school premises if such employee is convicted in this state, the United States or any other state of any felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.

Further, Section 6-101.48 (B) provides that every person or business performing services on the property of a school or school district shall at the time of contracting be required to sign a statement declaring that no employee working on school premises under the authority of such business is currently registered under the provisions of the Oklahoma Sex Offenders Registration Act and that the business is not in violation of the provisions of this section.

Pursuant to Section 6-101.48 (A) & (B) of Title 70 of the Oklahoma Statutes, at the time of contracting with a business or entity to perform services on School District property, the Superintendent or the Superintendent's designee may require that the business or entity sign the affidavit attached to this policy.

References: 70 O.S. §5-144
70 O.S. §6-101.48(A) & (B)

ADOPTED: September 19, 2005

6.9 PROFESSIONAL ORGANIZATION PAYROLL DEDUCTIONS

Any employee may request the District to make payroll deductions for either or both professional organization dues and political contributions. The District shall transmit deducted funds to the designated organization. Deductions shall be on a ten-month basis unless otherwise designated by the employee organization.

An employee may request in writing at any time for the District to immediately terminate or initiate payroll deductions to a professional organization. After such request, the District will initiate or terminate deductions within five (5) business days or by the next pay period, whichever is earlier, and will notify the professional organization of the initiation or termination within fifteen (15) business days. If the request is to terminate a deduction, the District shall not make any advance payments to any professional organization of any future dues on behalf of the school employee.

Reference: 70 O.S. § 5-139.

ADOPTED: September 19, 2005

II. CERTIFIED SECTION

Policies not included in this section are negotiated items and are included in the negotiated agreement located in Personnel Attachments. All leave policies for certified staff are in the negotiated agreement.

6.1 GENERAL PHILOSOPHY

6.1 - 4.0 PROFESSIONAL DEVELOPMENT PHILOSOPHY

The Ponca City Schools Board of Education recognizes that quality professional development is essential and important. As such, efforts in the district have focused on securing professional development opportunities that are firmly rooted in research and related to the academic and instructional goals of the district while adhering to the regulations under state law requiring professional development points for certified personnel and following the guidelines set down in the district professional development plan located in the District Four Year Improvement Plan.

6.2 EMPLOYMENT

6.2 - 7.0 THE EMPLOYMENT OF TEACHERS

1. It is the responsibility of the Superintendent of Schools to determine the personnel needs of the district and to locate suitable candidates to recommend for employment to the Board of Education.
 - A. It is the responsibility of the Principal to report the personnel needs in his or her school to the Superintendent as early in the year as possible.
 - B. It is the responsibility of the Principal and the teachers to assist the Superintendent to locate or recommend and to secure the services of the best qualified teachers available.
2. All candidates for employment as teachers must make application for positions through the Personnel Office. All certified personnel applications will remain on file for at least a period of one (1) year.
 - A. The Superintendent is responsible for the final selection of desirable candidates for recommendation to the Board of Education.
 1. Whenever possible, each Principal and representatives from the site or district will be asked to interview those candidates judged by the Personnel Director as possibilities for filling the needs of the Principal's school and to make recommendations concerning their employment or possible assignment. When a certified employee is not assigned to a particular school, the appropriate administrator will coordinate the selection process.
 2. Newly employed teachers shall be placed on the salary schedule commensurate with their actual teaching experience. See base salary that is part of Appendix D of the Negotiated Agreement.

REVISED: July 13, 1998; August 10, 1998; April 5, 1999; September 19, 2005.

6.2 - 8.0 TEACHERS' QUALIFICATIONS

Each candidate for a regular teaching position in the system shall be required to meet state certification regulations.

In addition, each candidate shall be expected to give evidence of the following characteristics:

1. High moral character.

2. A genuine interest in children and youth.
3. A loyalty to America and its cultural heritage and an appreciation of our democratic way of life.
4. A willingness to comply with post-employment local physical examination requirements, drug tests, and felony checks.
5. A devotion to the profession of teaching, based on a recognition of its vital place in developing responsible citizens.
6. A desire to serve the school and community.
7. A willingness to collaborate with peers, parents, patrons, and the public.
8. Evidence of vitality, enthusiasm and intelligence.
9. Effective self-expression.
10. In addition to the major field of study, evidence of competency and development in the fields of guidance, child development, technology, remedial reading, literacy development, brain research, and assessment.

Candidates shall be considered on the basis of their merits and effectiveness as teachers, without regard to their residence, place of birth, religion, race, color, national origin, sex, age, veteran, marital status, or disability.

APPROVED: June 11, 1973

REVISED: July 20, 1987; July 17, 1989; October 21, 1993; July 13, 1998; September 19, 2005

6.2 - 9.0 TEACHERS CONTRACTS

In accordance with School Laws of Oklahoma, 70 O.S. §6-101, no person shall be permitted to teach without a written contract and a copy of same shall be provided the employed teacher.

No Board of Education shall have the authority to enter into any written contract with a teacher who does not hold a valid certificate issued or recognized by the State of Oklahoma. The State Department of Education of Oklahoma authorizes said teacher to teach the grades or subject matter for which the teacher is employed. The Superintendent shall determine the validity of teachers' certificates.

REVISED: September 19, 2005

6.6 EVALUATION AND REVIEWS, SUSPENSION, TERMINATION AND NON-RENEWAL, AND REDUCTIONS IN FORCE

6.6 - 2.0 TERMINATION OF EMPLOYMENT

Resignation of Certified Personnel

It is the policy of the Board of Education that certified personnel, who for any reason intend to resign or who intend to retire, are encouraged to indicate their plans in writing to the Board as early in the school year as plans may become firm and the decision to leave the district is made.

Resignations must be dated and submitted in writing to the superintendent stating the effective date of resignation. Equivocal resignations will not be accepted. A resignation to be effective at the conclusion of a school year must be received prior to April 25 of that school year. A resignation to be effective at any other time or to be effective at the conclusion of the school year but received after April 25 does not sever the employment relationship for the subsequent school year unless and until approved by the Board.

Resignations offered during the course of the school year will not be accepted unless the superintendent determines that arrangements can be made to avoid a detrimental impact on efficient operation of the school and the Board of Education concurs.

A resignation may not be withdrawn after it has been accepted by the superintendent and will be considered irrevocable from that date.

Upon receipt of a written resignation from a certified employee the superintendent shall:

1. Make a record of the date upon which the written resignation was submitted either by reference to a certified mail receipt or by writing on the face of the resignation the date of receipt.
2. If the written resignation is to be effective at the conclusion of the current school year and it is received prior to April 25, notify the employee that the resignation is accepted.
3. If the written resignation is to be effective at any time other than the conclusion of the current school year or to be effective at the end of the school year but is not received until after April 25, notify the employee that the resignation will be considered by the Board of Education.
4. Place upon the agenda of the next Board of Education meeting an agenda item for consideration and action on the resignation received.

The Board of Education may accept or decline to accept the resignation of a certified employee. Provided that the Board of Education by adoption of this policy authorizes the

superintendent to accept the resignation of those employees submitting resignations prior to April 25 to be effective at the conclusion of the then current school year.

Payment of final compensation shall be processed and disbursed at the scheduled times.

Dismissal/Non-Reemployment of Teachers

Any teacher (as defined by Section 6-101.3 of Oklahoma School Law) will be subject to dismissal at any time or will not be eligible for reemployment for:

1. Willful neglect of duty.
2. Repeated negligence in performance of duty.
3. Mental or physical abuse to a child.
4. Incompetency.
5. Instructional ineffectiveness.
6. Unsatisfactory teaching performance.
7. Any reason involving moral turpitude.
8. If convicted of a felony unless a presidential or gubernatorial pardon has been issued. (70 O.S. § 5-142 authorizes schools to obtain name searches and fingerprint searches to ascertain felony backgrounds on teacher applicants.)
9. Upon finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties. As used in this subsection:
 - a. "Criminal sexual activity" means the commission of an act as defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
 - b. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity.
10. Failure to meet local School Board staff development requirements.

Probationary teachers may be terminated or non-renewed by the Board at its discretion for cause subject to any statutory due process requirements in effect at the time such teacher is recommended for dismissal or non-renewal.

Procedures for dismissal of certified employees are governed by state law and all actions of the school district and the board are clearly identified in the statutes (70 O.S. §6-101, 70 O.S. §§ 6.101.20 et seq.). However, nothing in this policy shall be construed to prevent layoffs due to lack of funds or work or pursuant to any reduction in force policy in effect in the district.

Nothing in this policy shall be construed to grant to certified personnel any greater rights than otherwise granted by statute.

APPROVED: February 11, 1991; October 21, 1993

REVISED: July 13, 1998; September 19, 2005

6.6 – 3.0 SUSPENSION, DISMISSAL AND NONREEMPLOYMENT OF TEACHERS

Definitions and Scope

1. "Teacher" means a duly certified or licensed person who is employed to serve or as a counselor, librarian, school nurse, or any instructional capacity. An administrator shall be considered a "teacher" only with regard to service in an instructional, non-administrative capacity.
2. "Dismissal" means the discontinuance of the teaching service of a teacher during the term of a written contract.
3. "Nonreemployment" means the non-renewal of a teacher's contract upon expiration of the contract.
4. "Suspension" means the temporary discontinuance of a teacher's services during the term of a contract pending dismissal or non-reemployment.
5. "Career teacher" means a teacher who has completed three (3) or more consecutive complete school years in such capacity in the School District under a written teaching contract.
6. "Probationary teacher" means a teacher who has completed fewer than three (3) consecutive complete school years in such capacity in the School District under a written teaching contract.
7. This policy does not apply to:
 - a. substitute teachers,
 - b. adult education teachers or instructors,
 - c. teachers employed on temporary contracts, and
 - d. administrators, except with regard to service in an instructional, non-administrative position.

8. This policy does apply to teachers employed in positions *fully funded* by federal or private categorical grants in regard to dismissals or suspensions during the term of employment under the grant, but not in regard to "non-reemployment" at the expiration of the grant.

Grounds for Dismissal or Nonreemployment

1. Cause

- a. A career teacher may be dismissed or not reemployed for:

- (1) willful neglect of duty,
- (2) repeated negligence in performance of duty,
- (3) incompetency,
- (4) unsatisfactory teaching performance,
- (5) instructional ineffectiveness,
- (6) mental or physical abuse to a child,
- (7) any reason involving moral turpitude,
- (8) criminal sexual activity or sexual misconduct (as those terms are defined by law) which has impeded the effectiveness of the teacher's performance of school duties,
- (9) failure to meet local school board staff development requirements, and
- (10) any other grounds hereafter allowed by law.

- b. A career or probationary teacher shall be dismissed or not reemployed for conviction of a felony.

- c. A probationary teacher may be dismissed or not reemployed for cause.

- d. A cause listed in a. (1) - (5) for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless corrective action procedures involving admonishment / plan for improvement have been followed. Dismissal or non-reemployment for any cause not listed in a. (1) - (5) for a career teacher, or not related to inadequate teaching performance for a probationary teacher, shall not require corrective action procedures (i.e. admonishment) to be followed.

2. Corrective Action – Admonishment / Plan for Improvement

- a. When the administrator who has evaluated a teacher pursuant to School District policy identifies poor performance or conduct that

the administrator believes may lead to a recommendation for the teacher's dismissal or non-reemployment, the administrator shall:

- (1) admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
 - (2) establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the nature and gravity of the teacher's performance or conduct.
- b. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or non-reemployment of a teacher, the administrator who has responsibility for evaluation of the teacher shall be informed and shall admonish the teacher as described above. If the administrator fails or refuses to admonish the teacher within ten (10) days after being informed of the problem, the board, superintendent or other administrator who identified the problem shall admonish the teacher.
- c. If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator (or other admonishing official) shall make a recommendation to the superintendent for the dismissal or non-reemployment of the teacher. The superintendent shall furnish a copy of the recommendation to the board of education.

Procedures for Dismissal or Nonreemployment

1. Commencement of Action
 - a. Whenever the superintendent determines that cause exists for the dismissal or non-reemployment of a teacher employed within the School District, the Superintendent shall submit a recommendation in writing to the board of education. The recommendation shall state the one or more specific grounds (statutory grounds, in the case of a career teacher) and specify the underlying facts on which the recommended dismissal or non-reemployment is based.
 - b. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation as to reemployment of a teacher, the board may initiate dismissal or non-reemployment action without a recommendation provided that

it adheres to the other provisions of this policy and that the corrective action procedures, if applicable, have been followed.

2. Suspension

Whenever the superintendent has reason to believe that cause exists for the dismissal of a teacher and is of the opinion that the immediate suspension of the teacher would be in the best interests of the children in the district, the superintendent, or the board of education on the recommendation of the superintendent, may suspend the teacher without notice or hearing. The suspension shall not deprive the teacher of any teaching compensation or other benefits to which he/she would otherwise be entitled under the teaching contract or pursuant to law. Within ten (10) days after the suspension becomes effective, the board of education shall, in a matter involving a probationary teacher, initiate a hearing for dismissal pursuant to this policy. When the employee is a career teacher, the Board shall initiate the pre-termination hearing process as provided by this policy. However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the teacher's case is finally adjudicated, except such extension shall not include any appeal process.

3. Notice and Hearing

- a. Prior to the time that the board of education takes any action to dismiss or non-reemploy a teacher, whether the board is acting on its own volition or on a recommendation of the superintendent, the clerk of the board shall mail to the teacher, by certified mail, restricted delivery with return receipt requested, a copy of the recommendation (or a comparable statement of grounds and underlying facts, if the board is acting on its own volition), and a notice that the probationary teacher has a right to a hearing before the board or the career teacher has a right to a pre-termination hearing and stating the date, time and place set by the board for the probationary teacher hearing or career teacher pre-termination hearing. The hearing shall be held no fewer than 20 days and no more than 60 days after the teacher receives the notice. Notice of a recommendation of non-reemployment or possible non-reemployment action by the board acting on its own volition shall be given to the teacher prior to April 10.
- b. The probationary teacher hearing before the board of education shall be conducted pursuant to procedures established by the State Department of Education. In the absence of or to the extent not inconsistent with those procedures, the hearing shall be conducted as prescribed in paragraphs j.-n. below.

CAREER TEACHER PRETERMINATION HEARING

- c. The career teacher pre-termination hearing shall be conducted by the board. The pre-termination hearing shall begin with an oral or written statement or both by the Superintendent, or the Superintendent's designee, which specifies the statutory cause(s), the underlying facts and provides an explanation of the evidence supporting the recommendation for the dismissal or the non-reemployment of the career teacher.
- d. The career teacher or teacher's designee shall, following the statement by the Superintendent (or designee) have an opportunity, in person or in writing or both, to present reasons why the proposed action should not be taken.
- e. After the career teacher (or teacher's designee) has had, at the pre-termination hearing, a meaningful opportunity to respond to the recommendation for dismissal or non-reemployment, the board shall decide whether to accept or reject the Superintendent's recommendation. The board's vote, regarding the recommendation, shall be in an open meeting and shall, if the teacher is to be dismissed or non-renewed, state the statutory cause(s) and the underlying facts justifying the action.
- f. The board clerk shall notify the career teacher of its decision and the basis for its decision by certified mail, restricted delivery, return receipt requested or by substitute process. If the board's decision is to accept the superintendent's recommendation, the board clerk shall include, in the notice to the career teacher, an explanation of the teacher's right to petition for a trial de novo in the district court within ten (10) days of the career teacher's receipt of notice of the board's decision.
- g. At the pre-termination hearing the burden of proof shall be upon the Superintendent (or designee) and the standard of proof shall be by the preponderance of the evidence.
- h. The career teacher shall receive any compensation or benefits to which the teacher is entitled until the teacher's case is adjudicated at a trial de novo – if the teacher timely petitions for trial de novo. However, compensation and benefits shall not be provided during any further appeals process.
- i. The probationary teacher hearing and the career teacher pre-termination hearing shall be conducted in "open" session. If it is necessary to disclose information which is required by law to be

kept confidential, the board shall receive such information in executive session prior to taking any action.

PROBATIONARY TEACHER HEARING

- j. The probationary teacher hearing shall commence with a statement to the teacher of the teacher's rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the teacher's dismissal or non-reemployment. The teacher shall then have the right to present the teacher's side of the matter. After both the school administration and the probationary teacher have fully presented their respective positions, the board of education shall deliberate on the evidence regarding the probationary teacher's dismissal or non-reemployment in executive session.
- k. At the hearing, the probationary teacher shall be entitled to be represented by counsel, to cross-examine witnesses presented by the school administration, to present witnesses on the teacher's behalf and to present any relevant evidence or statement which the probationary teacher desires to offer. The burden of proof for any dismissal or non-reemployment shall be on the superintendent (or designee), and the standard of proof shall be a preponderance of the evidence.
- l. After due consideration of the evidence and testimony presented at the probationary teacher's hearing, the board shall vote, in open session, on the following: (1) findings of fact based on the evidence submitted and (2) whether to dismiss or non-reemploy the probationary teacher. The decision shall be made by a majority of the board of education members present at the meeting and shall be final and non-appealable

The motion to dismiss or non-reemploy the probationary teacher should state the specific cause for dismissal or non-reemployment, although such cause need not be a statutory cause.
- m. The probationary teacher shall be sent notice of the board's decision by certified mail, restricted delivery, return receipt requested, or substitute process. The notice shall state the basis for the board's decision.
- n. The probationary teacher shall receive any compensation or benefits to which the teacher is entitled until such time as the board's decision is final. If the probationary teacher's hearing is for non-reemployment, and not for dismissal, the teacher's

compensation and benefits may continue only until the end of the probationary teacher's current contract.

Termination Based on Reduction in Force

1. Career teachers and probationary teachers non-reemployed due to a reduction in force shall not be entitled to a trial de novo or any other post-decision review or appeal. The decision of the board of education in terminations based on reduction in force is final and non-appealable. Terminations resulting from a reduction in force are not included within the procedures provided by this policy and are not within the Teacher Due Process Act of 1990.

ADOPTED: September 19, 2005

Policies not included in this section are negotiated items and are included in the negotiated agreement located in Personnel Attachments.

III. SUPPORT SECTION

6.2 EMPLOYMENT

6.2 - 10.0 PROMOTION AND JOB VACANCIES

- A. Promotion will be based on competence.
- B. Vacancies will be posted and made available to all employees within a classification.

ADOPTED: October 21, 1993.

REVISED: July 13, 1998; September 19, 2005

6.4 MONETARY CONSIDERATIONS

6.4 - 11.0 SALARY SCHEDULE

The Board of Education shall adopt a base salary schedule for support employees.

6.5 LEAVES AND VACATIONS

6.5 - 5.0 EMERGENCY LEAVE

Up to three (3) days of emergency leave will be granted without loss of pay for unforeseen and uncontrollable circumstances which would reasonably keep a support employee from performing his/her duties.

Emergency Leave shall be limited to:

1. Household emergencies;
2. Incidents or circumstances resulting from unexpected acts or forces occurring within 24 hours prior to the employee reporting for duty;
3. Court appearances in which the employee is required to testify;
4. College or university matters that cannot be scheduled outside of school hours;
5. Other items submitted and approved by the Assistant Superintendent of Human Resources.

After emergency leave has been exhausted, an employee who is absent because of unforeseen and uncontrollable circumstances shall receive his or her full contract salary less the amount actually paid the substitute if a substitute is hired.

A statement signed by the employee stating the reason the emergency leave was taken will be attached to the absentee report that is filed. Items submitted under Emergency Leave are subject to approval by the Assistant Superintendent of Human Resources.

APPROVED: April 24, 1967

REVISED: November 22, 1971; October 21, 1993, July 13, 1998; December 14, 1998; September 19, 2005

6.5 - 6.0 SICK LEAVE BANK

Support employees may participate in the Sick Leave Bank on a voluntary basis. Sick Leave Bank may be utilized by an employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition. An employee may utilize the Sick Leave Bank only under the following conditions: (1) the employee has exhausted, or will exhaust, all available leave as a result of the condition, (2) the condition has caused, or is likely to cause, the employee to take leave without pay or to terminate employment, and (3) the condition is serious, extreme, or life-threatening.

“Relative of the employee” means a spouse, son, daughter, mother, or father of the employee. “Household members” means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. “Severe”

or “extraordinary” means serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom.

The Board of Education shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Provisions for participation include the following:

1. Each employee will be assessed one day of his sick leave upon his initial enrollment in the Sick Leave Bank. Assessment of one day per year of a member’s sick leave will be continued until the bank is built up to a minimum of six hundred (600) days. No more days will be added except from new enrollees until the bank is depleted to below six hundred (600). When the Sick Leave Bank total falls below a minimum six hundred (600) days, each active member will be assessed one day each. This assessment will be made at the time of enrollment as a Sick Leave Bank member, that being the first official school day.
2. Additions will be made to the bank at the beginning of each school year according to the limitations stated in Item 1.
3. A person withdrawing from membership in the Sick Leave Bank will not be able to withdraw the contributed days.
4. Only those employees participating in the Sick Leave Bank will be eligible to withdraw days, and then only after their accumulated sick leave and excess sick leave are used.
5. A maximum of sixty (60) days each contract year can be drawn from the Sick Leave Bank by an employee who is ill or injured. For “relative of the employee,” the employee may utilize no more than ten (10) days each contract year from the Sick Leave Bank.
6. The days available in the Sick Leave Bank to any individual employee will be ten (10) days on the first day of the contract year he/she elects to participate and will increase ten (10) days each year reaching a maximum of sixty (60) days the sixth year of participation.
7. Persons withdrawing sick leave days from the Sick Leave Bank will not have to replace these days except as a regular contributing member to the bank.
8. Utilization of accumulated sick leave, excess sick leave, and Sick Leave Bank shall not exceed a combined total of 185185 days.

REVISED: July 13, 1998; September 19, 2005

6.5 - 7.0 SICK LEAVE PAY FOR RETIRING EMPLOYEES

The Ponca City Board of Education will pay a retiring support employee, who has completed twenty (20) years or more in the Ponca City School District, ten dollars (\$10.00) for each unused sick leave day up to a maximum of 180 days.

ADOPTED: July 13, 1998; September 19, 2005

6.5 - 8.0 TRANSFER OF CUMULATIVE SICK LEAVE

Support employees may transfer a maximum of sixty (60) days cumulative sick leave from another school district. The school board of the sending district shall certify the exact number of days eligible for transfer.

ADOPTED: July 13, 1998; September 19, 2005

6.5 - 9.0 LEAVES FOR ILLNESS

Support employees may be absent from their duties due to personal accidental injury, illness, pregnancy or childbirth or adoption or for accidental injury or illness in the immediate family without the loss of salary. The immediate family, for the purposes of sick leave, shall include spouse, son, daughter, mother, father, or persons living in the same household as a member of the family.

On the first day of the contract year, each twelve-month support employee shall be credited with twelve (12) days sick leave; each eleven-month support employee shall be credited with eleven (11) days sick leave; and each ten-month support employee shall be credited with ten (10) days sick leave. The sick leave shall not exceed the number of hours per day for which the employee is regularly employed. For purposes of determining the number of hours worked per day, contract hours shall be used, regardless of average actual hours worked.

The right to sick leave shall vest on the first day of the contract year. If an employee's effective date of employment is not at the beginning of the contract year, the employee shall be eligible for one day per month to be worked for the remainder of the contract year.

Unused sick leave shall be cumulative up to a total of 180 days. Employees with an accumulated 180 days prior to the commencement of the contract year earn an additional 10, 11 or 12 days, as the case may be, but unused sick leave in excess of 180 days is lost at the end of the year.

APPROVED: October 14, 1991

REVISED: October 21, 1993, July 13, 1998; December 14, 1998; September 19, 2005

6.5 - 10.0 BEREAVEMENT LEAVE

Support employees will be granted three days bereavement leave and may be granted up to five (5) days of bereavement leave without loss of pay for a death in the immediate family. Bereavement leave shall be granted for each occurrence. For the purpose of bereavement leave, the immediate family shall include spouse, son, daughter, son-in-law, daughter-in-law, mother, father, stepmother, stepfather, mother-in-law, father-in-law, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

Bereavement leave taken for the death of a spouse or child will be up to fifteen (15) days without loss of pay.

After bereavement leave has been exhausted, an employee who is absent because of a death in the immediate family shall receive his or her full contract salary less the amount actually paid the substitute if a substitute is hired for a period up to twenty (20) working days.

APPROVED: November 12, 1990; October 21, 1993

REVISED: July 13, 1998; December 14, 1998; September 19, 2005

6.5 - 11.0 PERSONAL BUSINESS LEAVE

Three days of personal business leave will be granted upon request by a support employee at a cost to the employee of not more than the amount actually paid the substitute if a substitute is hired. Use of this leave shall be at the discretion of the individual.

Three days of personal business leave will be granted upon the request by a teacher and approved by site administrator. The request needs to be made three (3) days in advance, except in an emergency situation. The first day will be utilized at no loss of pay. For each additional personal day taken, the teacher shall be docked at seventy-five (\$75) dollars per day.

Except in cases of unusual or extraordinary circumstances, personal business leave shall not be taken the first five (5) days or the last five (5) days that school is in session, the day immediately preceding or following a holiday or vacation period, or days when semester examinations are scheduled. Personal business leave meeting these conditions must be approved in advance by the Superintendent.

Personal business leave days are cumulative. The employee may use a maximum of ten (10) consecutive days and no more than fifteen (15) days per year on personal business leave.

REVISED: July 13, 1998; September 19, 2005

6.6 EVALUATIONS AND REVIEWS, SUSPENSION, DEMOTION, TERMINATION, NON-RENEWAL AND REDUCTION IN FORCE

6.6 - 4.0 SUPPORT STAFF'S RESPONSE TO PERFORMANCE APPRAISAL REVIEWS

Whenever any performance review is made of an employee, a true copy of the review shall be presented to the employee. The employee will acknowledge the written performance review by his or her signature thereof. Within ten (10) working days after the review, the employee may respond and said response shall be made part of the record. Except by order of a Court of competent jurisdiction, performance review documents and the responses thereto shall be available only to the evaluated employee, the Board of Education and the administrative staff responsible for supervising the employee.

ADOPTED: October 21, 1993

6.6 – 5.0 SUSPENSION, DEMOTION, TERMINATION OR NONREEMPLOYMENT OF SUPPORT EMPLOYEES

Definitions:

1. "Support Employee" shall mean an employee of the School District who provides those services, not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of the School District.
2. "Full-time Support Employee" shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employee and who is employed by the School District for a minimum of 175 days per year.
3. "Suspension without pay" shall mean the temporary denial of a support employee's right to work and receive any pay and other benefits during the term of the suspension. "Suspension without pay" may be as a disciplinary measure as provided in paragraph 2.a. under Procedures for Suspensions Without Pay, Terminations and Demotions, below, or as a suspension pending investigation as provided in paragraph 2.b. under Procedures for Suspensions Without Pay, Terminations and Demotions, below. If a final decision is made under the procedures stated below that a suspension without pay was improper, the support employee shall receive full pay and other benefits for the period of suspension.
4. "Suspension with pay" may occur in those situations in which the superintendent or his designee, or a supervisor of the support employee

perceives a significant hazard in keeping the support employee on the job, in which event the support employee may be asked to immediately leave the School District's premises and the support employee is temporarily relieved of his duties pending a hearing under Procedures for Suspensions Without Pay, Terminations and Demotions, below.

5. "Demotion" shall mean a reduction in pay during the term of the support employee's contract. "Demotion" shall not mean a change in job description or work assignment or duties.
6. "Termination" shall mean the discharge of the support employee from his/her employment with the School District during the term of his/her contract and does not include the cessation of employment upon expiration of the support employee's contract.
7. "Nonreemployment" shall mean the failure to offer a support employee a new contract for the next successive school year after the contract under which the support employee is presently employed has expired.

Policy on Suspension, Demotion, Termination or Nonreemployment of Full-Time Support Employees.

A full time support employee who has been employed by the School District for more than one year shall be suspended, demoted, terminated or non-reemployed during the term of his/her contract only for cause as provided in this policy. In addition to the definition of cause stated in Cause for Suspension, Demotion, Termination or Nonreemployment of this Policy, "cause" shall also specifically include lack of funds or lack of work. Any support employee who has been employed by the School District for less than one year (12 months) is not entitled to invoke the procedures of this policy and such employee's contract can be terminated at any time without cause.

Cause for Suspension, Demotion, Termination or Nonreemployment.

1. A support employee may be suspended, demoted, terminated or non-reemployed during the term of his/her contract for any of the following:
 - a. Violation of any rule, regulation or requirement issued by the Office of the Superintendent or Board of Education of the School District; or
 - b. Conduct not otherwise specified in the above rules, regulations or requirements which constitutes insubordination, neglect of duty, incompetency in job performance, dishonesty, or causing or allowing damage, destruction or theft of school property.

2. The rules, regulations and requirements referred to above shall be posted in a prominent place at each work location or otherwise communicated in writing to all support employees. The rules, regulations and requirements, which may be revised from time to time, shall state that violation of the rules, regulations and requirements may result in suspension, demotion, termination or non-reemployment during the term of his/her contract.

Procedures For Suspensions Without Pay, Terminations and Demotions.

1. Any full-time support employee is subject to disciplinary action in the form of a suspension without pay, demotion or termination. Prior to instituting any such disciplinary action, the full-time support employee shall receive the following hearing rights:
 - a. The superintendent of schools or his designee shall orally advise the support employee of the cause or basis for the proposed disciplinary action;
 - b. The superintendent of schools or his designee shall explain to the support employee the evidence against the support employee;
 - c. The superintendent of schools or his designee shall allow the support employee an opportunity to present his side of the matter.
2. After the support employee is afforded the above hearing rights, the superintendent of schools or his designee may take any of the following actions:
 - a. Suspension without pay for ten (10) working days or less as a disciplinary measure;
 - b. Suspension without pay pending investigation as to whether cause exists for the termination of the support employee;
 - c. Demotion of the support employee;
 - d. Termination of the support employee;
 - e. Conclude that no disciplinary action is appropriate.
3. If a support employee is suspended without pay pending an investigation as to whether termination is appropriate, then, within five (5) working days after the effective date of the suspension without pay, such investigation must be completed and the superintendent or his duly authorized designee shall afford the support employee a second hearing with the same hearing rights as set forth in paragraph a). under Procedures

for Suspensions Without Pay, Terminations and Demotions, above. After the second hearing, the support employee shall either be reinstated, with back pay and other benefits, suspended without pay further as a disciplinary measure (not to exceed a total of 10 working days including the initial days of suspension without pay), demoted or terminated.

4. The support employee shall have the right to appeal to the Board of Education a suspension without pay as a disciplinary measure, a demotion or a termination as set forth in the Procedures for Appeal to the Board of Education below.

Procedures for Nonreemployment.

Prior to being non-reemployed, a full-time support employee who has been employed by the School District for more than one (1) year shall be entitled to the following hearing rights:

1. The board of education or the superintendent of schools or his designee shall advise the support employee, in writing, of the board's intention to consider and act on the non-reemployment of the support employee for the subsequent fiscal year;
2. The written notification shall set out the cause(s) for such action;
3. The support employee shall have the right to contest his non-reemployment before the Board of Education as set forth in the Procedures for Appeal to the Board of Education section below.

Procedures for Appeal to the Board of Education.

1. After any suspension without pay as a disciplinary measure, or prior to the effective date of any demotion, termination during the term of his/her contract or non-reemployment, the support employee shall receive notice of his/her right to a hearing before the Board of Education as herein provided.
2. All notices shall be sent to the support employee by certified mail at the address of the support employee shown on the school records. If the support employee refuses to accept the notice or fails or refuses to pick up the notice after being notified by the post office to do so, then the support employee shall be deemed to have received the notice on the date that the notice was postmarked. The notice shall contain the information provided in the form attached hereto. The postmark shall be used to determine the timeliness of the notice.

3. A support employee who has been notified in writing of his/her suspension without pay as a disciplinary measure, demotion or termination during the term of his/her contract or non-reemployment may notify the Clerk of the Board of Education of the School District within ten (10) working days of the postmark on the notice if the support employee desires a hearing before the Board of Education. If the support employee fails to notify the Clerk of the Board of Education of the School District in writing within ten (10) working days of the postmark on the notice that the support employee requests a hearing, the support employee shall be deemed to have waived the right to a hearing and the suspension without pay as a disciplinary measure, demotion or termination action shall be final and, in the case of a non-reemployment, the board may take final action to non-reemploy the employee without further notice or hearing rights.
4. Hearing before Board of Education:
 - a. Upon timely notice as set forth above, the support employee shall be entitled to a hearing before the Board of Education. The hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the request for the hearing was received at least ten (10) days prior to the next, or next succeeding, regularly scheduled Board of Education meeting. At the request of the support employee or at the discretion of the Board of Education, the Board of Education shall call a special meeting to conduct the requested hearing, which special meeting shall be held no earlier than ten (10) days nor later than thirty (30) days after receipt of the support employee's request.
 - b. At the hearing before the Board of Education, the support employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by the School District, to present witnesses on his/her behalf and to present any relevant evidence or statement which the support employee desires to offer. The hearing shall be conducted in "open" session. The hearing shall commence with a statement to the support employee of his rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the support employee's suspension without pay as a disciplinary measure, demotion, termination or non-reemployment. The burden of proof shall be upon the school administration. The support employee shall then have the right to present his/her side of the matter. After both the school administration and the support employee have fully presented their respective positions, the Board of Education shall deliberate on the evidence in executive session. The Board of

Education shall announce its findings and decision immediately in open session by individual voice vote. The decision shall be made by a majority of the Board of Education members present at the meeting.

- c. As to suspension as a disciplinary measure, demotion or termination, the Board of Education may affirm, modify or reverse the action taken against the support employee, including increasing or decreasing the severity of the original action. As to non-reemployment, the board may reemploy or non-reemploy the employee for the subsequent fiscal year.
- d. The decision of the Board of Education at the hearing shall be final and non-appealable.

Miscellaneous.

This policy shall be effective immediately upon adoption by the Board of Education and shall supersede all previous policies regarding the subject matter contained herein. The Board of Education reserves the right to modify or amend this policy from time to time in any manner consistent with applicable law.

Nothing contained in this policy shall prevent the board of education from acting on its own volition in matters pertaining to suspension, demotion, dismissal or non-renewal of support employees.

ADOPTED: September 19, 2005

**PONCA CITY SCHOOL DISTRICT
SUPPORT EMPLOYEE
RULES AND REGULATIONS**

A support employee may be suspended, demoted, terminated or non-reemployed for violation of any of the following Rules and Regulations:

- (1) Falsification of personnel or other records.
- (2) Unexcused failure to be at work station at starting time.
- (3) Leaving work station without authorization.
- (4) Excessive unexcused absenteeism.
- (5) Chronic absenteeism for any reason.
- (6) Chronic tardiness.
- (7) Wasting time or loitering during working hours.
- (8) Possession of weapons on school premises or in school district vehicles or while on duty.
- (9) Removing school district property or records from school district premises without proper authority.
- (10) Willful abuse, misuse, defacing, or destruction of school district property, including tools, equipment, or property of other employees.
- (11) Theft or misappropriation of property of employees, students or of the school district.
- (12) Sabotage.
- (13) Distracting the attention of others.
- (14) Refusal to follow instructions of supervisor.
- (15) Refusal or failure to do work assignment.
- (16) Unauthorized operation of machines, tools, or equipment.
- (17) Threatening, intimidating, coercing or interfering with employees or supervisors.

- (18) The making or publishing of false, vicious, or malicious statements concerning any employee or supervisor.
- (19) Creating a disturbance on school premises including but not limited to engaging in quarrelsome behavior and fighting.
- (20) Creating or contributing to unsanitary conditions.
- (21) Practical jokes injurious to other employees or school district property.
- (22) Possession, consumption, or reporting to work under the influence of beer, alcoholic beverages (including wine), non-prescribed drugs, or controlled dangerous substances.
- (23) Disregard of known safety rules or common safety practices.
- (24) Unsafe operation of motor driven vehicles.
- (25) Operating machines or equipment without using the safety devices provided.
- (26) Gambling, lottery, or any other game of chance on school district property.
- (27) Unauthorized distribution of literature, written or printed matter of any description on school district property.
- (28) Posting or removing notices, signs, or writing in any form on bulletin boards of school district property at any time without specific authority of the administration.
- (29) Poor workmanship.
- (30) Immoral conduct or indecency including abusive and/or foul language.
- (31) Excessive personal calls during working hours, except for emergencies. This includes in-coming and out-going calls.
- (32) Walking off job.
- (33) Clocking in or out another employee's time card or time sheet.
- (34) Smoking in an unauthorized area.
- (35) Refusal of job transfer, if the transfer does not result in a demotion.

- (36) Abuse of "breaks" (rest periods) or meal period policies.
- (37) Insubordination of any kind.
- (38) Sexual harassment of an employee, a student or a third party such as a patron.
- (39) Misuse or abuse of any school district leave policy or guidelines.
- (40) When it is in the best interest of the school district, any support personnel may be suspended, demoted, terminated or non-reemployed.
- (41) Because of the difficulty of retaining competent support employees on a temporary basis over an extended period of time, a support employee shall be subject to termination or non-reemployment for physical inability to perform the essential job requirements if the employee is unable due to illness or accidental injury to return to work for his or her regularly scheduled hours and to perform all of the essential duties of the position within 12 work weeks or the number of work days equal to the employee's total accumulated sick leave days, whichever is longer, measured from the date of the first absence due to the illness or injury.

ADOPTED: September 19, 2005

6.6 – 6.0 REDUCTION-IN-FORCE OF SUPPORT PERSONNEL

The Ponca City Board of Education believes that every reasonable effort should be made to avoid a reduction in force at any level. However, if it should become necessary to reduce the number of full-time support employees due to lack of funds or lack of work in a particular area, the position or program will be the determining factor and not the individuals who occupy the position or serve the program.

An employee is considered to be a full-time employee if the number of hours worked are the number of hours customarily worked in that position and if that position is designated as a full-time position by the Board.

A reduction in force may occur for lack of funds, lack of work because of a decline in enrollment, consolidation of programs or positions, elimination of positions, or other circumstances as determined by the Board.

If termination of employment should become necessary, notices of such terminations will be made as set forth in the policy governing suspension, demotion, or termination of support employees found elsewhere in this manual.

Any necessary terminations shall begin by dismissing temporary, seasonal, or part-time employees within the job category affected. These employees shall be terminated at the

discretion of the Board or the Board's designee. Job categories are identified in the Salary Schedule for Support Employees.

If normal attrition and the release of temporary and part-time employees does not sufficiently reduce the support staff, the following items will be considered in the reduction process in the order listed:

1. Performance history
2. Job qualification by training and experience
3. Attendance and punctuality
4. In the event that two or more employees in the affected category are equal in the above factors, termination shall be made on the basis of seniority within each general job category.

Supervisors and directors shall serve at the pleasure of the Board and shall not be subject to the prescribed seniority order for reductions in force. Personnel whose positions are eliminated in one category may be considered for a position in another category.

Seniority shall be defined as the total length of continuous service as a support employee within this district. Employees who are terminated and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of termination.

Demotions in position, due to a reduction in force, shall follow the same procedure as terminations.

For twelve (12) calendar months after the effective date of any termination or non-reemployment, pursuant to this policy's provisions, the Board shall not replace any support personnel who have been terminated or non-reemployed in accordance with this policy without first offering the position to the former support personnel who have been terminated or non-reemployed. The Board shall offer employment in the reverse order to the employees who were last terminated or non-reemployed provided the former employee is qualified for the job.

ADOPTED: September 19, 2005

IV. ADMINISTRATION SECTION

6.1 GENERAL PHILOSOPHY

6.1 - 4.0 PROFESSIONAL DEVELOPMENT PHILOSOPHY

The Ponca City Schools Board of Education recognizes that quality professional development is essential and important. As such, efforts in the district have focused on securing professional development opportunities that are firmly rooted in research and related to the academic and instructional goals of the district while adhering to the regulations under state law requiring professional development points for certified personnel and following the guidelines set down in the district professional development plan located in the District Four Year Improvement Plan.

6.2 EMPLOYMENT

6.2 - 10.0 PROMOTION AND JOB VACANCIES

- A. Promotion will be based on competence.
- B. Vacancies will be posted and made available to all employees within a classification.

ADOPTED: October 21, 1993.

REVISED: July 13, 1998; September 19, 2005

6.2 - 11.0 POSTING OF VACANCIES

(Note: This policy is included in Negotiated Agreement 5.04 and also applies to administrators.)

All instructional, supervisory, administrative and extracurricular vacancies within the district shall be posted within two (2) days after the vacancy has been determined to exist and, if possible, at least three (3) days before interviewing begins and the position is filled. Instructional, supervisory, administrative, and athletic extracurricular vacancies shall be posted on the District website, and non-athletic extracurricular vacancies shall be posted at the specific site where the vacancy exists. During the summer, all vacancies shall be posted at the Central Administration Center and on district web site. After July 1, and prior to July 15 of each year, the length of posting of vacancies shall be three (3) days before the position may be filled. After July 15, the length of posting of vacancies will be posted one (1) day before the position may be filled.

6.4 MONETARY CONSIDERATIONS

6.4 - 11.0 SALARY SCHEDULE

The Board of Education shall adopt a base salary schedule for administrators.

6.5 LEAVES AND VACATIONS

6.5 - 5.0 EMERGENCY LEAVE

Up to three (3) days of emergency leave will be granted without loss of pay for unforeseen and uncontrollable circumstances which would reasonably keep an administrator from performing his/her duties.

Emergency Leave shall be limited to:

1. Household emergencies;
2. Incidents or circumstances resulting from unexpected acts or forces occurring within 24 hours prior to the employee reporting for duty;
3. Court appearances in which the employee is required to testify;
4. College or university matters that cannot be scheduled outside of school hours;
5. Other Items submitted and approved by the designee of the Board of Education.

After emergency leave has been exhausted, an employee who is absent because of unforeseen and uncontrollable circumstances shall receive his or her full contract salary less the amount actually paid the substitute if a substitute is hired.

A statement signed by the employee stating the reason the emergency leave was taken will be attached to the absentee report that is filed. Items submitted under Emergency Leave are subject to approval by the Designee of the Board of Education.

APPROVED: April 24, 1967

REVISED: November 22, 1971; October 21, 1993, July 13, 1998; December 14, 1998; September 19, 2005

6.5 - 6.0 SICK LEAVE BANK

Administrators may participate in the Sick Leave Bank on a voluntary basis. Sick Leave Bank may be utilized by an employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition. An employee may utilize the Sick Leave Bank only under the following conditions: (1) the employee has exhausted, or will exhaust, all available leave as a result of the condition, (2) the condition has caused, or is likely to cause, the employee to take leave without pay or to terminate employment, and (3) the condition is serious, extreme, or life-threatening.

“Relative of the employee” means a spouse, son, daughter, mother, or father. “Household members” means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. “Severe” or “extraordinary” means serious, extreme or life-threatening, including temporary disability

resulting from pregnancy, miscarriage, childbirth, and recovery therefrom.

The Board of Education shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Provisions for participation include the following:

1. Each employee will be assessed one day of his sick leave upon his initial enrollment in the Sick Leave Bank. Assessment of one day per year of a member's sick leave will be continued until the bank is built up to a minimum of six hundred (600) days. No more days will be added except from new enrollees until the bank is depleted to below six hundred (600). When the Sick Leave Bank total falls below a minimum six hundred (600) days, each active member will be assessed one day each. This assessment will be made at the time of enrollment as a Sick Leave Bank member, that being the first official school day.
2. Additions will be made to the bank at the beginning of each school year according to the limitations stated in Item 1.
3. A person withdrawing from membership in the Sick Leave Bank will not be able to withdraw the contributed days.
4. Only those employees participating in the Sick Leave Bank will be eligible to withdraw days, and then only after their accumulated sick leave and excess sick leave are used.
5. A maximum of sixty (60) days each contract year can be drawn from the Sick Leave Bank by an employee who is ill or injured. For "relative of the employee," the employee may utilize no more than ten (10) days each contract year from the Sick Leave Bank.
6. The days available in the Sick Leave Bank to any individual employee will be ten (10) days on the first day of the contract year he/she elects to participate and will increase ten (10) days each year reaching a maximum of sixty (60) days the sixth year of participation.
7. Persons withdrawing sick leave days from the Sick Leave Bank will not have to replace these days except as a regular contributing member to the bank.
8. Utilization of accumulated sick leave, excess sick leave, and Sick Leave Bank shall not exceed a combined total of 183 days.

REVISED: July 13, 1998; September 19, 2005.

6.5 - 7.0 SICK LEAVE PAY FOR RETIRING EMPLOYEES

The Ponca City Board of Education will pay a retiring administrator, who has completed twenty (20) years or more in the Ponca City School District, ten dollars (\$10.00) for each unused sick leave day up to a maximum of (180) days.

ADOPTED: July 13, 1998; September 19, 2005

6.5 - 8.0 TRANSFER OF CUMULATIVE SICK LEAVE

Administrators may transfer a maximum of sixty (60) days cumulative sick leave from another school district. The school Board of the sending district shall certify the exact number of days eligible for transfer.

ADOPTED: July 13, 1998; September 19, 2005

6.5 - 9.0 LEAVES FOR ILLNESS

Administrators may be absent from their duties due to personal accidental injury, illness, or childbirth or adoption or for accidental injury or illness in the immediate family without the loss of salary. The immediate family, for the purposes of sick leave, shall include spouse, son, daughter, mother, father, or persons living in the same household as a member of the family.

On the first day of the contract year, each twelve-month support employee shall be credited with twelve (12) days sick leave; each eleven-month support employee shall be credited with eleven (11) days sick leave; and each ten-month support employee shall be credited with ten (10) days sick leave. The sick leave shall not exceed the number of hours per day for which the employee is regularly employed. For purposes of determining the number of hours worked per day, contract hours shall be used, regardless of average actual hours worked.

The right to sick leave shall vest on the first day of the contract year. If an employee's effective date of employment is not at the beginning of the contract year, the employee shall be eligible for one day per month to be worked for the remainder of the contract year.

Unused sick leave shall be cumulative up to a total of 180 days. Employees with an accumulated 180 days prior to the commencement of the contract year earn an additional 10, 11 or 12 days, as the case may be, but unused sick leave in excess of 180 days is lost at the end of the year.

APPROVED: October 14, 1991

REVISED: October 21, 1993; July 13, 1998; December 14, 1998; September 19, 2005

6.5 - 10.0 BEREAVEMENT LEAVE

Administrators will be granted three days bereavement leave and may be granted up to five (5) days of bereavement leave without loss of pay for a death in the immediate family. Bereavement leave shall be granted for each occurrence. For the purpose of bereavement leave, the immediate family shall include spouse, son, daughter, son-in-law, daughter-in-law, mother, father, stepmother, stepfather, mother-in-law, father-in-law, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

Bereavement leave taken for the death of a spouse or child will be up to fifteen (15) days without loss of pay.

After bereavement leave has been exhausted, an employee who is absent because of a death in the immediate family shall receive his or her full contract salary less the amount actually paid the substitute if a substitute is hired for a period up to twenty (20) working days.

APPROVED: November 12, 1990; October 21, 1993

REVISED: July 13, 1998; December 14, 1998; September 19, 2005

6.5 - 11.0 PERSONAL BUSINESS LEAVE

Three days of personal business leave will be granted upon the request by an administrator at a cost to the employee of not more than the amount actually paid the substitute if a substitute is hired. Use of this leave shall be at the discretion of the individual.

Except in cases of unusual or extraordinary circumstances, personal business leave shall not be taken the first five (5) days or the last five (5) days that school is in session, the day immediately preceding or following a holiday or vacation period, or days when semester examinations are scheduled. Personal business leave meeting these conditions must be approved in advance by the Superintendent.

Personal business leave days are cumulative. The employee may use a maximum of ten (10) consecutive days and no more than fifteen (15) days per year on personal business leave.

REVISED: July 13, 1998; September 19, 2005

6.6 EVALUATION AND REVIEWS, SUSPENSION, TERMINATION, AND NON-RENEWAL

6.6 - 7.0 ADMINISTRATOR EVALUATION AND TERMINATION

1. Scope. This policy applies to administrators as that term is defined by Oklahoma law. Title 70 O.S. §6-101.3 defines administrators as “a duly certified person who devotes a majority of time to service as a superintendent, elementary superintendent, principal, supervisor, vice-principal, or in any other administrative or supervisory capacity in the school district.” Persons who do not fall within this definition are covered within the policy covering evaluation or termination of support employees.

2. Evaluation. At least once a year, the Superintendent or an Assistant Superintendent shall evaluate all administrators of the district in writing. Assistant Principals shall be evaluated by their Principal in writing. Such evaluation shall be presented to each administrator in a meeting and the administrator shall sign the evaluation to acknowledge receipt of it and may respond in writing to the evaluation. Both the evaluation and the response and any supporting documentation shall be placed in the administrator’s personnel file. The evaluation shall be based upon the minimum criteria for effective administrator performance promulgated by the Oklahoma Department of Education, a current copy of which shall be maintained by the Superintendent’s office.

The evaluation of the Superintendent shall be made by the Board of Education, which shall collaborate with the Superintendent each year as to an appropriate evaluation instrument and time for evaluation.

3. Dismissal or Non-Reemployment of an Administrator. If the person evaluating an administrator or the Board of Education shall determine that the dismissal or non-reemployment of a full-time certified administrator from his or her administrative position within the district should be effected, the Superintendent shall comply with any due process procedure required by Oklahoma law, including:

a. A statement shall be submitted to the administrator in writing prior to the dismissal or non-reemployment which states the proposed action, lists the reasons for effecting the action, and notifies the administrator of his or her right to a hearing before the Board of Education prior to the action; and

b. A hearing before the Board of Education shall be granted upon the request of such administrator prior to the dismissal or non-reemployment. A request for hearing shall be submitted to the Board of Education not later than ten days after the administrator has been notified of the proposed action. Such request should be in writing and submitted to the Clerk of the Board of Education. Failure of the administrator to request a hearing before the Board of Education within ten days after receiving the written statement shall constitute a waiver of the right of a hearing. The decision of the Board of Education concerning the

dismissal or non-reemployment, following the hearing, shall be final.

4. Suspension of Administrator. The Board of Education or Superintendent may suspend an administrator upon compliance with Oklahoma law.

APPROVED: December 10, 1997

REVISED: July 13, 1998; September 19, 2005