

**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 race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information in the operation of its educational programs, its activities, recruitment of personnel, admission, and employment practices. The district also provides equal access to the Boy Scouts of America and other designated youth groups.

The following people have been designated to handle inquiries regarding the School District's non-discrimination policies:

Section 504/Title II of the Americans with Disabilities Act Coordinator  
(for questions or complaints based on disability)  
Amy Swartz, Director of Special Services  
613 E. Grand Ave., Ponca City, OK 74601  
(580) 767-8000

Title VI of the Civil Rights Act Coordinator (for questions or complaints  
based on race, color and national origin)  
Curtis Layton, Executive Director of Human Resources/TLE  
613 E. Grand Ave., Ponca City, OK 74601  
(580) 767-8000

Title IX Coordinator (for questions or complaints based on sex,  
pregnancy, gender, gender expression or identity)  
Bret Smith, Executive Director of Operations  
613 E. Grand Ave., Ponca City, OK 74601  
(580) 767-8000

Age Act Coordinator (for questions or complaints based on age)  
Curtis Layton, Executive Director of Human Resources/TLE  
613 E. Grand Ave., Ponca City, OK 74601  
(580) 767-8000

Any individual, who has experienced some other form of discrimination, including  
discrimination not listed above, may contact:

Curtis Layton, Executive Director of Human Resources/TLE  
613 E. Grand Ave., Ponca City, OK 74601  
(580) 767-8000

Outside Assistance may be obtained from:

U.S. Department of Education  
Office for Civil Rights  
One Petticoat Lane  
1010 Walnut Street, Suite 320  
Kansas City, MO 64106  
(816) 268-0550  
(816) 268-0599 (Fax)  
(877) 521-2172 (TTY)  
E-mail: [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov)

READOPTED: October 21, 1993; September 19, 2005

REVISED: August 10, 2009; July 1, 2012; December 10, 2012; September 14, 2015  
September 11, 2017

**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. 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; July 1, 2012

#### **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 RESERVED FOR FUTURE USE**

*Policy Deleted Effective 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 – 3.1 PROFESSIONAL CONDUCT BY STAFF**

The Board of Education counts on staff to adhere at all times to recognized standards of professional conduct. Teachers, administrators, and support employees are role models and must exemplify ethical behavior in their relationships with students, patrons, and other staff members. The Board expects staff to be mindful that they are professionals and their conduct, particularly in relation to students, patrons, and other staff, must be consistent with professional standards. Staff members must never engage in conduct which detracts from a safe, positive, or appropriate learning environment.

The Board of Education believes that all staff members have a responsibility and professional obligation to be familiar with and abide by the laws of Oklahoma, the policies of the board, and the administrative regulations designed to implement them – as they affect the employee’s job and commitments to students and others.

The OSDE *Standards of Performance and Conduct* set forth standards for the professional conduct of teachers. The Board, like the State Department of Education, requires Ponca City teachers to adhere to this code. It expects its administrators also to adhere to requirements for administrators. In addition, the Board approves specific ethical standards that must guide the conduct of all staff members.

#### Specific Responsibilities

Essential to the success of ongoing district operations and the instructional program are

the following responsibilities, required of all personnel:

1. Support and enforcement of policies of the Board and regulations of Ponca City School District administration in regard to students.
2. Concern and attention toward their own and the district's legal responsibilities for the safety and welfare of students, including the need to assure that students are reasonably supervised within the constraints presented.
3. Avoidance of exploitation of relationships with students, other staff members, or school district patrons.
4. Consistency and promptness in attendance at work.
5. Diligence in submitting required reports promptly at the times specified.
6. Care and protection of school district property.

#### Staff - Student Relationships

Exploitation of staff-student relationships is inconsistent with obligations owed to students. Commercial and business dealings between students and staff members are prohibited. A staff member may not use a teacher/administrator or similar relationship with a student for personal gain. Likewise, staff members may not use student property for personal use or benefit. Staff members who suspect or recognize an inappropriate relationship between a student or staff member or observe inappropriate conduct toward or contact with a student are required to report this in writing to their supervisor, the Superintendent, or other district official.

#### Exploitation of a Student

Exploitation of a student may result from an improper personal relationship encouraged by a teacher, administrator, or support employee. Staff members should be aware that gestures and physical conduct, even though innocent and properly motivated, may be misinterpreted by students or parents. Therefore, teachers, administrators, and support employees must avoid any conduct that might be characterized as evidencing an improper or unprofessional personal attachment toward a student. Sponsors or chaperones shall not sleep in the same rooms with students on overnight activity trips unless the sponsor or chaperone is the parent or legal guardian of the student. Likewise, instructors, sponsors or chaperones shall not accompany a single student on a trip or activity unless written approval is received from parents or legal guardian of the student and the Superintendent or Superintendent's designee. Sexual or romantic involvement with a student and sexual harassment by any employee, regardless of the student's age or the student's placement in or out of the teacher's class, is prohibited. School officials will seek criminal investigation and prosecution of any employee suspected of engaging in child exploitation.

### Standards of Behavior

Staff is expected, in their capacity as role models, to establish an example of acceptable behavior for students in connection with classes and extracurricular activities. Teachers, administrators, and support employees must refrain from the use of vulgar or obscene language and conduct in the presence of students. Similarly, discussion with students of issues personal to the staff member, such as divorce, sexual issues, or similar highly personal subjects, is inappropriate. The use of alcohol by any staff member in the presence of students is prohibited. Likewise, the use of illegal or illicit drugs by employees, in or outside the presence of students, is prohibited and grounds for disciplinary action, including dismissal.

The district has adopted policies relating to employee and student use of wireless telecommunication devices and social networking sites. Employees shall adhere to these provisions listed in “Wireless Telecommunication Devices (Employees)” and “Wireless Telecommunication Devices (Students)” when performing work-related functions in school or at school-related activities and when communicating with students.

Staff members are expected to refrain from comments or statements, even in jest, reflecting adversely on any person or group with reference to race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information. Racial, ethnic, or sexual slurs in the presence of students or during work or work related activities or programs constitute unprofessional conduct.

### Exploitation by Supervisors of Subordinate Employees

The exploitation by supervisors of subordinate employees is improper and prohibited. In particular, any employee who supervises, directs, evaluates, or makes any employment recommendations with regard to any other employee (i.e. acts as a supervisor) is prohibited from engaging in any commercial, business, romantic, sexual, or other similar type of personal relationship with any employee who is or may be subordinate to the supervisor.

### Fiscal Management

It is imperative that sound fiscal management procedures be followed by staff to ensure maximum benefit for each dollar expended. Accordingly, misuse of school property and/or funds constitutes unacceptable behavior. Employees must adhere to accepted procedures of sound accounting, reporting, business, and purchasing practices.



**Every employee of the district has the duty to abide by this professional conduct policy in all respects. Failure to do so may lead to disciplinary action including dismissal or non-renewal from employment, referral to law enforcement authorities for prosecution, or other action appropriate to the nature, gravity, and effect of the relationship on students, other staff members, or school operations.**

ADOPTED: October 10, 2011

REVISED: December 10, 2012; \_September 14, 2015

## **6.2 - 4.0      CRIMINAL RECORDS SEARCH POLICY**

It shall be the policy of the district that it will obtain the results of a national criminal history record check (“record check”), as defined by OKLA. STAT. tit. 74, §150.9, of every prospective school district employee and conduct an annual search of the Oklahoma Sex Offender and Mary Rippy Violent Crime Offender Registries with respect to all employees who offer or provide services to children, including but not limited to secondary students.

The provisions of this policy shall not apply to school district employees hired on a part-time or temporary basis for the instruction of adult students only. The district may waive an initial criminal records check for any employee who has obtained certification from the Oklahoma State Department of Education within the past twelve (12) months.

### Felony Record Search of Prospective Employees

During the first interview with each employment applicant, school district will advise the applicant that:

1. School district requires a record check of every prospective employee as a condition of employment;
2. To enable school district to request the search and obtain the results, the applicant must complete and sign an authorization and release form provided by school district;
3. School district will only request a felony record search if the superintendent recommends employment of the applicant;
4. If the superintendent recommends employment of the applicant, the applicant must pay 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 school district is notified that the search is clear of any felony conviction(s) within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant. All felony record searches will be made in compliance with the Federal Fair Credit Reporting Act.

If the results of the record check are not received by school district within sixty (60) days, if the record check reveals a prior felony offense conviction(s) within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant, or if the record check reveals a false response to one or more of the questions on the authorization and release, the applicant shall be deemed to have resigned his or her employment. The administration will review the facts and circumstances of each situation and decide whether to recommend the resignation be accepted. Such resignation may be accepted by the board of education at any time. Under these circumstances, the applicant waives any due process procedures which might be available under federal and state law and school district policies and procedures. The sixty (60) day temporary employment period shall begin on the first day the prospective employee reports for duty at school district.

The district may waive the requirement to obtain a new records search if the applicant for a full-time teaching position has been employed as a full-time or substitute teacher in another Oklahoma school district, produces a copy of an existing national criminal history record check from within the past five (5) years, and produces an original letter from the former district stating that the employee left in good standing.

#### Felony Record Searches of Employees

School district will also request a record check 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.

#### Felony Record Searches of Substitutes

School district may, in its discretion, require a national criminal history record search for substitutes of the same type and using the same standards applicable to prospective employees, or it may obtain a current records search, if available, from a school district that employed the substitute in the year preceding prospective employment by school district. Likewise, any person seeking employment as a substitute who has been employed as a full-time teacher by a school district in the State of Oklahoma in the five (5) years immediately preceding application for employment as a substitute, is not required to obtain a national criminal history record check if the teacher produces a copy of a national criminal history record check completed within the preceding five (5) years and a letter from the school district in which the teacher was last employed stating the

teacher left in good standing. Similarly, any person seeking employment as a substitute who has been employed as a full-time teacher by school district for ten (10) or more consecutive years immediately preceding application for employment as a substitute and who left full-time employment with school district in good standing is not be required to have a national criminal history record check for as long as the person remains employed as a substitute for consecutive years by school district.

Annual Search of Sex Offender and Violent Crime Offender Registries

Pursuant to OKLA. STAT. tit. 57, § 589, the district shall conduct an annual name search against the Oklahoma Sex Offenders Registry and the Mary Rippy Violent Crime Offenders Registry of all district employees who provide or offer services to secondary students and children.

ADOPTED: September 19, 2005

REVISED: August 10, 2009; October 10, 2010; October 10, 2011; September 9, 2013; November 11, 2013; January 12, 2015; September 11, 2017

**6.2-4.1      TESTING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT (OTHER THAN BUS DRIVERS) WITH REGARD TO THE USE OF ALCOHOL AND ILLEGAL CHEMICAL SUBSTANCES**

The board, with the intent that all employees have notice and knowledge of the ramifications concerning alcohol and illegal chemical substance use, possession, purchase, sale or distribution when the employee is on duty or on school property, adopts the following policy on Testing Employees and Applicants for Employment (Other Than Bus Drivers) With Regard to the Use of Alcohol and Illegal Chemical Substances.

Statement of Purpose and Intent

1. The safety of students and employees of the school district is of paramount concern to the board.
2. An employee who is under the influence of alcohol or an illegal chemical substance when the employee is on duty or on school property poses serious safety risks to students and other employees.
3. The use of alcohol and illegal chemical substances has a direct and adverse effect on the safety, personal health, attendance, productivity and quality of work of all employees and the safety of all students.
4. Scientific studies demonstrate that the use of alcohol and illegal chemical substances reduces an employee's ability to perform his job beyond the time period of immediate consumption or use.

5. The board recognizes that all employees have certain personal rights guaranteed by the Constitutions of the United States of America and the State of Oklahoma as well as by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act ("Act"), OKLA. STAT. tit. 40 § 551 et seq., as amended. This policy will not infringe on those rights.
6. Due to the devastating impact that the use of alcohol and illegal chemical substances can have on the safety of students and employees and their adverse effect on an employee's ability to perform the employee's job, the board will not tolerate employees who use, possess, distribute, purchase, sell or are under the influence (as defined in the policy) of alcohol or illegal chemical substances when on duty or while on school property.
7. This policy will apply to all employees of the school district regardless of position, title or seniority except bus drivers. The testing of bus drivers for alcohol or illegal chemical substances is exclusively governed by the school district's policy on Alcohol and Drug Testing for Drivers and the federal Omnibus Transportation Act of 1991. Bus drivers whose job assignment involves duties independent of bus driving shall be subject to this policy as to all non-bus driving duties.
8. Violations of this policy will subject the employee to disciplinary action, including, but not limited to, termination.

#### Definitions

1. "Applicant" means a person who has applied for a position with an employer and received a conditional offer of employment.
2. "Illegal chemical substance" means any substance which an individual may not sell, possess, use, distribute or purchase under either Federal or Oklahoma law. "Illegal chemical substance" includes, but is not limited to, all scheduled drugs as defined by the Oklahoma Uniform Controlled Dangerous Substances Act, all prescription drugs obtained without authorization and all prescribed drugs and over the counter drugs being used for an abusive purpose. By this policy, applicants and employees are placed on notice that the school district may test individuals for drugs and alcohol.
3. "Alcohol" means ethyl alcohol or ethanol.
4. "Under the influence" means any employee of the school district or applicant for employment with the school district who has any alcohol or illegal chemical substance or the metabolites thereof present in the person's body in any amount which is considered to be "positive" for such alcohol or drug or drug metabolites using any scientifically substantiated alcohol or drug use screen test and alcohol or drug use confirm test.
5. "Positive" when referring to an alcohol or drug use test administered under this

policy means a toxicological test result which is considered to demonstrate the presence of alcohol or an illegal chemical substance or the metabolites thereof using the cutoff standards or levels determined by the State Board of Health or in the absence of such State Board cutoff levels, the cutoff levels customarily established by the testing laboratory administering the alcohol or drug use test.

6. "School property" means any property owned, leased or rented by the school district, including but not limited to school buildings, parking lots and motor vehicles.
7. "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids or products. Adulteration of a specimen or of a drug or alcohol test shall be considered as a refusal to test.
8. "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the initial test.

In instances when a breathalyzer test is used, a confirmation test means a second sample test that confirms the prior result. Where a single use test is utilized, a confirmation test means a second test confirmed by a testing facility.

9. "Employee" means any person who supplies labor for remuneration to his or her employer in this state and shall not include an independent contractor, subcontractor or employees of an independent contractor; provided, however, an independent contractor, subcontractor, or employees of an independent contractor, may be subject to a workplace drug or alcohol testing policy under the terms of the contractual agreement when the drug or alcohol testing policy applies to other workers at the job site or workers who are in the same or similar classification or group.
10. "On duty" means any time during which an employee is acting in an official capacity for the school district or performing tasks within the employee's job description, including the taking of an annual physical examination.
11. "Bus driver" means:
  - A. a school district employee who is required to have a commercial drivers' license ("CDL") to perform the employee's duties;
  - B. employees of independent contractors who are required to have a CDL;
  - C. owner-operators;
  - D. leased drivers; and
  - E. occasional drivers.

12. To the extent not specifically defined herein, the definition of any term, word or phrase found in this policy shall be as set forth in the Act.

#### Procedures for Alcohol or Illegal Chemical Substance Testing

1. Any alcohol or drug use test administered under the terms of this policy will be administered by or at the direction of a testing facility licensed by the Oklahoma State Department of Health (“Department”) and using scientifically validated toxicological methods that comply with rules promulgated by the Department. Testing facilities shall be required to have detailed written specifications to assure chain of custody of the samples, proper labeling, proper laboratory control and scientific testing. All aspects of the alcohol and drug use testing program, including the taking of samples, will be conducted so as to safeguard the personal and privacy rights of applicants and employees. The test sample shall be obtained in a manner which minimizes its intrusiveness.

In the case of urine samples, the samples must be collected in a restroom or other private facility behind a closed stall or as otherwise permitted by the Department or its board; a sample shall be collected in sufficient quantity for splitting into two (2) separate samples, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of a challenge of the test results of the main sample; the test monitor shall not observe any employee or applicant while the sample is being produced but the test monitor may be present outside the stall to listen for the normal sounds of urination in order to guard against tampered samples and to insure an accurate chain of custody; and the test monitor may verify the normal warmth and appearance of the sample. If at any time during the testing procedure the test monitor has reason to believe or suspect that an employee/applicant is tampering with the sample, the test monitor may stop the procedure and inform the test coordinator.

The test monitor shall give each employee or applicant a form on which the employee or applicant may, but shall not be required to, list any medications he has taken or any other legitimate reasons for his having been in recent contact with alcohol or illegal chemical substances.

2. If the initial drug use test is positive for the presence of an illegal chemical substance or the metabolites thereof, the initial test result will be subject to confirmation by a second and different test of the same sample. The second test will use an equivalent scientifically accepted method of equal or greater accuracy as approved by rules of the State Board of Health, at the cutoff levels determined by board rules. An applicant for employment will not be denied employment or an employee will not be subject to disciplinary procedures unless the second test is positive for the presence of illegal chemical substances or the metabolites thereof.
3. If an initial alcohol use test is positive for the presence of alcohol, the initial test result will be subject to confirmation by a second and different test using any

scientifically accepted method approved by rules of the State Board of Health, at the cutoff levels determined by board rules.

4. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.
5. Any applicant for employment or employee who is subject to disciplinary action as a result of being under the influence of alcohol or an illegal chemical substance, as and for an appeal procedure, will be given a reasonable opportunity, in confidence, to explain or rebut the alcohol or drug use test results. If the applicant or employee asserts that the positive test results are caused by other than consumption of alcohol or an illegal chemical substance by the applicant or employee, then the applicant or employee will be given an opportunity to present evidence that the positive test result was produced by other than consumption of alcohol or an illegal chemical substance. The school district will rely on the opinion of the school district's testing facility which performed the tests in determining whether the positive test result was produced by other than consumption of alcohol or an illegal chemical substance.

In the case of drug use testing, the employee or applicant will have a right to have a second test performed on the same test sample at the expense of the employee or applicant. In the case of alcohol testing, the employee or applicant will have a right to have a second test performed on the same test sample using any scientifically accepted method approved by rules of the State Board of Health, at the cutoff levels determined by board rules. The request for the second test must be made within twenty-four (24) hours of receiving notice of a positive test in order to challenge the results of a positive test and subject to the approval by the school district's testing facility that (a) the facility selected by the applicant or employee for the second test meets the qualifications required for a testing facility under the Act and (b) the testing methodology used by the facility selected by the employee or applicant conforms to scientifically accepted analytical methods and procedures, including the cutoff levels, as determined by the State Board of Health. If the re-test reverses the findings of the challenged positive result, then the school district will reimburse the applicant or employee for the costs of the re-test. A proper chain of custody shall be maintained at all times in transmitting the sample to and from a second testing facility.

6. The school district may permit testing for drugs or alcohol by other methods reasonably calculated to detect the presence of drugs or alcohol, including but not limited to breathalyzer testing, testing by use of a single-use test device, known as onsite or quick testing devices, to collect, handle, store, and ship a sample collected for testing.
7. The testing facility reports and results of alcohol and drug use testing will be maintained on a confidential basis except as otherwise required by law. The laboratory performing alcohol or drug use tests for the school district will not report on or disclose to the school district any physical or mental condition

affecting an employee or employment applicant which may be discovered in the examination of a sample other than the presence of alcohol or illegal chemical substances or the metabolites thereof. The use of samples to test for any other substances will not be permitted.

8. The records of all drug and alcohol test results and related information retained by the school district shall be the property of the school district unless:
  - A. the information will be admissible evidence by an employer or employee in a court case or administrative agency hearing if either the employer or employee is a named party;
  - B. the information is required to comply with a valid judicial or administrative order; or
  - C. the school district's employees, agents or representative needs to access the records in the administration of the Act.

#### Employee Alcohol and Drug Use Test Requirements

The school district is authorized to conduct drug and alcohol testing in accordance with the Act. The school district has chosen to conduct drug or alcohol testing under the following circumstances:

1. *Applicant testing*: The school district will require an applicant, as defined above, to undergo drug or alcohol testing and may use a refusal to undergo testing or a positive test result as a basis for refusal to hire or grant a voluntary transfer/reassignment.
2. *For-cause testing*: The school district will require an employee to undergo drug or alcohol testing at any time the superintendent, or designee, reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:
  - A. drugs or alcohol on or about the employee's person or in the employee's vicinity,
  - B. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
  - C. a report of drug or alcohol use while at work or on duty,
  - D. information that an employee has tampered with drug or alcohol testing at any time,
  - E. negative performance patterns, or
  - F. excessive or unexplained absenteeism or tardiness.



3. *Post-accident testing:* The school district may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or property has been damaged while at work, including damage to equipment. The school district may require post-accident drug or alcohol testing if there is a reasonable possibility that employee drug use could have contributed to the reported injury of illness. For purposes of workers' compensation, no employee who tests positive for the presence of substances defined and consumed pursuant to Section 465.20 of Title 63 of the Oklahoma Statutes, alcohol, illegal drugs, or illegally used chemicals, or refuses to take a drug or alcohol test required by the employer, shall be eligible for such compensation;
4. *Random testing:* As determined appropriate by the board of education, the school district may require an employee or all members of an employment classification or group to undergo drug or alcohol testing at random and may limit its random testing programs to particular employment classifications or groups, except that the school district will require random testing only of employees who:
  - A. are police or peace officers, have drug interdiction responsibilities, or are authorized to carry firearms, or
  - B. are engaged in activities which directly affect the safety of others, including but not limited to school vehicle mechanics.
5. *Scheduled, periodic testing:* The school district will require an employee to undergo drug or alcohol testing as a routine part of a routinely scheduled employee fitness-for-duty medical examination, or in connection with an employee's return to duty from leave of absence, of employees who:
  - A. are police or peace officers, have drug interdiction responsibilities, or are authorized to carry firearms, or
  - B. are engaged in activities which directly affect the safety of others, including but not limited to school vehicle mechanics.
6. *Post-rehabilitation testing:* The school district may request or require an employee to undergo drug or alcohol testing for a period of up to two (2) years commencing with the employee's return to work, following a positive test or following participation in a drug or alcohol dependency treatment program.

Employee Use, Sale, Possession, Distribution, Purchase or  
Being Under the Influence of Alcohol or Illegal Chemical Substance

Any employee who possesses, uses, distributes, purchases, sells or is confirmed by alcohol or drug use tests to be under the influence (as defined by this policy) of alcohol or an illegal chemical substance while on duty, while on school property or as a result of alcohol or drug use tests conducted under this policy, or who refuses to submit to an alcohol or drug test permitted under the Act will be subject to disciplinary action, including, but not limited to, termination.

### Alcohol and Drug Use Tests of Applicants for Employment -- When Required

All applicants for employment will be required to submit to alcohol and/or drug use testing after a conditional offer of employment has been made to the applicant. All applicants will be notified that alcohol and/or drug use testing will occur if they are offered a conditional offer of employment. Any applicant who refuses to submit to an alcohol or drug use test after a conditional offer of employment will not be hired.

### Applicants Under the Influence of Alcohol or An Illegal Chemical Substance

Any applicant who is confirmed by alcohol or drug use tests to be under the influence (as defined by this policy) of alcohol or an illegal chemical substance will not be hired.

### Person Authorized to Order Alcohol or Drug Testing

The following persons have the authority to require alcohol or drug use testing of employees under this policy:

1. The superintendent;
2. Any employee designated for such purposes by the superintendent or board.

### Release of Information

1. Upon written request, the applicant for employment or the employee will be provided, without charge, a copy of all information and records related to the individuals' testing. All test records and results will be confidential and kept in files separate from the employee or applicant's personnel records.
2. The school district shall not release such records to any person other than the applicant, employee or the school district's review officer unless the applicant or employee, in writing following receipt of the test results, has expressly granted permission for the school district to release such records in order to comply with a valid judicial or administrative order.
3. The testing facility, of any agent, representative or designee of the facility, or any review officer, shall not disclose to any employer, based on the analysis of a sample collected from an applicant or employee for the purpose of testing for the presence of drugs or alcohol, any information relating to the general health, pregnancy, or other physical or mental condition of the applicant or employee.
4. The testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon request.
5. This policy does not preclude the school district, when contracting with another employer, from sharing drug or alcohol testing results of any tested person who works pursuant to a contractual agreement.

### Notice of Policy

This policy shall be given broad circulation to all employees of the school district which shall include prominent posting in the school district. Each employee shall be given a copy of this policy and each applicant shall be given a copy of this policy upon the tender of a conditional offer of employment. Delivery of the policy to applicants or employees may be accomplished in any of the following ways:

1. Hand-delivery of a paper copy of or changes to the policy;
2. Mailing a paper copy of the policy or changes to the policy through the U.S. Postal Service or a parcel delivery service to the last address given by the employee or applicant;
3. Electronically transmitting a copy of the policy through an email or by posting on the employer's website or intranet site; or
4. Posting a copy in a prominent employee access area.

### The Standards for Workplace Drug and Alcohol Testing Act

This policy is subject to and supplemented by the Act. To the extent that any provision of this policy is in conflict with the Act, then the Act shall control. To the extent that this policy is silent as to any matter covered by the Act, then the Act shall control. This policy shall be interpreted by the board of education of the school district and its employees consistent with the Act.

ADOPTED: October 10, 2011

REVISED: July 1, 2012; December 10, 2012; September 11, 2017

### **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; September 9, 2013

**6.2 – 6.0      EMPLOYMENT REFERENCES – RELEASE OF INFORMATION  
REGARDING EMPLOYEES**

The district will respond promptly and professionally to reference requests regarding current and former employees. Executive Director of Human Resources/Human Resources is the district's representative authorized to handle all such responses.

Unless an appropriate written release is submitted, Executive Director of Human Resources/Human Resources is only authorized to release public records related to employment, to confirm an employee's dates of employment, and identify the position(s) held by the employee.

If an appropriate written release is submitted, Executive Director of Human Resources/Human Resources will provide whatever information is authorized.

ESSA Mandate Compliance

All district employees are required to comply with the Every Student Succeeds Act's requirements related to employment references.

No employee may assist a school employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual knew or has probable cause to believe, that such employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law.

Reference:    40 OKLA. STAT. §61, 20 USC §8546

ADOPTED:    September 11, 2017

## **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

### **6.3 – 2.0 EMPLOYMENT OF SUBSTITUTE TEACHERS**

The board of education employs substitute teachers to follow the daily lesson plan provided by a regular classroom teacher who is unable to be present in his/her class. Individuals wishing to perform duties as a substitute teacher must be annually approved by the board or be subsequently approved by the board for inclusion on the district's master list of substitute teachers. Only substitute teachers included on the district's approved substitute list will be employed by the district. All substitute teachers will be paid at the annual board approved substitute rate of pay.

Prior to employment with the district, a substitute teacher may be required to undergo a background check pursuant to the board's policy governing criminal records searches. General exceptions to the background check requirement relate to teachers of ten or more years who have retired from the district and individuals who have been full time Oklahoma teachers in the past five years at another district where a background check is already available.

The employment of an individual substitute teacher within the district shall be limited as follows:

- maximum of 90 days per school year if the substitute does not have a current or lapsed/expired teaching certificate or bachelor's degree, with a maximum of 90 days in the same assignment;
- maximum of 100 days if the substitute has a lapsed/expired certificate or possesses a bachelor's degree, with a maximum of 100 days in the same assignment; or
- no limit on the number of days within the district or in the same assignment if the substitute holds a valid certificate.

In the event the district is unable to locate a substitute teacher with a valid certificate to teach special education for students with physical disabilities or students with mental retardation, the limitations outlined above may be waived. Prior to waiving these restrictions, the administration will contact the Oklahoma State Board of Education and

other local resources to determine the availability of a certified substitute teacher. Substitute teachers teaching special education for more than fifteen (15) consecutive or thirty (30) total days must receive in-service training prescribed by the Oklahoma State Board of Education.

ADOPTED: December 10, 2012

## 6.4 MONETARY CONSIDERATIONS

### 6.4 – 1.0 FAIR LABOR STANDARDS ACT COMPLIANCE

The district will comply with all aspects of the Fair Labor Standards Act (FLSA). Any employee who has questions regarding overtime or believes that the FLSA is not being correctly followed should immediately report this to a district administrator.

The penalties for even inadvertent FLSA violations are severe. Any employee, regardless of position, who violates any aspect of this policy will be subject to disciplinary sanctions up to and including termination.

#### Employee Classification

Employees will be notified of their FLSA classification as a part of their job description, but any employee who believes that a misclassification has occurred must immediately notify his/her supervisor of the suspected error.

*Exempt employees.* Exempt employees are not entitled to overtime or comp time for working more than forty (40) hours in a workweek. Exempt employees generally include positions such as superintendents and assistant superintendents, principals and assistant principals, certified counselors and psychologists, technology directors, CPAs, RNs, librarians, and teachers.

*Non-exempt employee.* Non-exempt employees are entitled to overtime or comp time for working more than forty (40) hours in a workweek. Non-exempt employees generally include positions such as bus drivers, cafeteria workers and dietitians, custodians, maintenance employees, secretarial and clerical assistants, security personnel, and nurses who are not RNs.

*Noncovered positions.* Board members and volunteers are not covered by the FLSA. Due to FLSA regulations, non-exempt employees may only volunteer as a parent/grandparent/etc. in a role typically assigned to volunteers. Additionally, those volunteer services must be unrelated to the employee's compensated duties.

#### Multiple Assignments

Non-exempt employees are permitted to work multiple assignments as long as the combination of those assignments does not make it likely that the employee will work more than forty (40) hours per week. Non-exempt employees who work multiple positions at different hourly rates will be paid for authorized overtime at a blended rate.

Employment benefits for non-exempt employees will be granted based on the employee's primary position unless otherwise provided by law. The primary position is the position in which the employee works the most hours.

Exempt employees will not be employed in multiple positions if such employment would

jeopardize the employee's exempt status. Exempt employees may be assigned an extra duty (coaching, activity sponsor, etc.) and receive a stipend in accordance with the terms of an extra duty contract.

### Time Keeping

Non-exempt employees are required to accurately track work hours in accordance with established district procedures. These employees must "clock in" and "clock out" within seven (7) minutes of their scheduled shifts. 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 purposes.

Employees must contact their supervisors if they notice an error on their time records. Falsifying time records, including under-reporting hours worked, is strictly prohibited.

### Required Pre-Authorization

No employee may work overtime without prior authorization. Supervisors are required to strictly enforce the district's prohibition on working unauthorized overtime.

### Paying Overtime and Comp Time

The FLSA extends flexibility to school districts in adopting arrangements that provide compensatory time off in lieu of monetary overtime compensation. Accordingly, the District will provide, within reasonable limits, compensatory time off. The calculation used to determine the amount of compensatory time available to a non-exempt 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. 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.

#### *Prior Approval of Overtime Required*

Except in the rare event of a bona fide emergency, overtime will not be allowed to any non-exempt support employee unless prior approval has been given, in writing, by the employee's supervisor or his/her designee. Non-exempt support employees working in excess of forty (40) hours per work week without prior written approval may be subject to appropriate disciplinary action, up to and including the possibility of dismissal.



### *Calculation of Compensatory Time*

If a non-exempt support employee is properly assigned to work more than forty (40) hours in a work week, 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 or her designee by the end of the week following the week in which the overtime is worked.

### *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 use of the comp time does not unduly disrupt district operations. 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 or designee to schedule a date for the comp time to be taken. The district, at its sole option, may require an employee to use accrued comp time at certain times.

### *Maximum Accrual of Time*

Employees may accrue up to 240 hours of comp time if they qualify for comp time and the employee followed the proper pre-approval procedures before working 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).

### *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.

### *Payment for Comp Time Upon End of Employment*

Any non-exempt support employee whose employment with the district terminates and who has accrued but not used comp time shall be paid at his or 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.

*Notice of Policy to Non-Exempt Employees*

A copy of this policy will be provided to all of the district's non-exempt employees along with a compensatory time agreement that employees will sign and that 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 support employees of the district.

ADOPTED: September 12, 2016

REVISED: September 11, 2017

**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 last day of the month. If the last day of the month falls on a weekend, the payroll delivery date will be the preceding working day. The December 31 payroll will be the first banking day of January the following year. 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; September 12, 2016

**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. 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; July 1, 2012

**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 sick 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; July 1, 2012

## **6.5 LEAVES AND VACATIONS**

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

It is the policy of the district to comply fully with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and all its related revisions, including the National Defense Authorization Act (NDAA), collectively referred to in this policy as “FMLA.” The district is a covered employer and, accordingly, will provide up to 12 workweeks of unpaid leave to eligible employees. This leave must run concurrently with any paid leave the eligible employee has available. Eligible employees may also be entitled to 14 additional workweeks of leave (26 workweeks total) for servicemember family leave.

Any employee utilizing FMLA leave is required to cooperate in matters of scheduling, providing prompt notice of the need to use leave and availability for return to work, completing paperwork, etc.

This policy is not intended to create any leave obligations for the district in addition to those provided under the FMLA. In the event any conflict exists between this policy and the FMLA, the FMLA will be the final authority.

#### Definitions

- “Eligible employees” are those employees who:
  - have been employed for at least one year by the district; and
  - worked at least 1,250 hours during the previous 12 month period; and
  - have requested leave for a reason covered by the FMLA; and
  - there are at least 50 employees within a 75 mile radius.

Full-time instructional employees are deemed to have met the 1,250 hours of employment requirement if they worked full time during the prior year.

- A “child” means a biological, adopted, foster or step child, a legal ward, an individual with an in loco parentis relationship with the employee or military member, and adult children who are physically or mentally incapable of self-care.
- A “serious health condition” is one which requires either in-patient care or continuing treatment by a health care provider. This includes 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 include short-term conditions for which treatment and recovery are very brief as such conditions would normally be covered by the

district's sick leave policies.

- A “year” shall mean a fixed 12-month period from July 1 to June 30.
- A “workweek” means the employee’s usual or normal schedule (hours / days per week) prior to the start of FMLA leave.
- A “covered military member” (for purposes of active duty leave) is an individual serving in the Regular Armed Forces or the National Guard and Reserves and who has been called to active duty. Veterans receiving treatment or therapy, or those who are recuperating and were discharged or released for any reason other than dishonorable discharge within the 5 years preceding the employee’s request for leave are also included in this definition.
- A “covered military member” (for purposes of servicemember family leave) is an individual serving in the Regular Armed Forces or the National Guard and Reserves who is undergoing treatment or therapy for a serious injury or illness incurred or exacerbated while on active duty.
- A “serious injury or illness” is an injury or illness incurred (or exacerbated) by the servicemember in the line of duty in the Armed Forces or National Guard and Reserves which:
  - may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or
  - resulted in the member receiving a VA Service Related Disability Rating of 50% or more; or
  - substantially impairs the veterans’ ability to be gainful employed; or
  - resulted in the member’s enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

#### Reasons for Leave

All eligible employees who meet FMLA requirements may be granted leave as provided in this policy and required by law 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;
  - If both parents are employed by the district, the combined amount of FMLA leave cannot exceed 12 workweeks

2. to care for a spouse, child or parent with a serious health condition;
3. for a serious health condition of the employee that makes the employee unable to perform his or her job functions;
4. for covered active duty leave with one or more of the following exigencies:
  - Short-notice deployment: employees can take up to 7 calendar days leave to address issues that arise from servicemembers' call or order to active duty seven calendar days or less prior to the date of deployment;
  - Military events and related activities: employees can take leave to attend official ceremonies, programs, or events sponsored by the military that are related to servicemembers' active duty or call to active duty or attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to servicemembers' active duty or call to active duty;
  - Childcare and school activities: employees can take leave to arrange alternative childcare, provide childcare on an urgent, immediate need (but not every day) basis, enroll in or transfer a child to a new school or day care facility, or attend meetings with school or day care staff (such as parent-teacher conferences) due to servicemembers' active duty or call to active duty;
  - Financial and legal arrangements: employees can take leave to make or update financial or legal arrangements to address servicemembers' absence while on active duty or call to active duty, such as executing powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System, or obtaining military identification cards and to act as the servicemembers' representative before governmental agencies to obtain, arrange, or appeal military service benefits while servicemembers are on active duty or called to active duty and for 90 days following termination of active duty status;
  - Counseling: employees can take leave to attend counseling that is provided by someone other than a healthcare provider for servicemembers or their children for needs arising from servicemembers' active duty or call to active duty;



- Rest and recuperation: employees can take up to 15 days leave to spend time with servicemembers on short-term, temporary rest and recuperation leave during a period of deployment;
  - Post-deployment activities: employees can take leave to attend arrival ceremonies, reintegration briefings and events and other official ceremony or program sponsored by the military that occurs within 90 days following termination of servicemembers' active duty status or to address issues arising from servicemembers' death while on active duty, including meeting and recovering the body and making funeral arrangements; and
  - Additional activities: employees can take leave to address any other events that arise from servicemembers' active duty or call to active duty when the district and employee agree that such leave qualifies as an exigency and agree upon the timing and duration of the leave.
5. for servicemember family caregiver leave, provided that the leave (when combined with other forms of FMLA leave) does not exceed 26 workweeks during a 12-month period;
  6. for parental care leave to care for (including making arrangements for care, patient transfer and meetings with staff at a care facility) a parent-in-law who is unable to care for him/herself while the servicemember is on active duty.

#### Application for Leave

Employees who wish to utilize FMLA leave must submit an application for leave (with all required supporting documentation) on the forms available through the superintendent's office (the district will utilize all required forms as provided by the US Department of Labor. The forms are available at <http://www.dol.gov/whd/fmla/index.htm#Forms>). The district requests that, when practical, FMLA requests be submitted at least 30 days prior to the use of the leave. In emergency circumstances, the district may provisionally place an employee on FMLA leave if conditions appear to warrant such action. The employee is ultimately responsible for completing the necessary paperwork to finalize the use of FMLA leave at least 15 days in advance.

#### Medical Documentation (for Leave Related to a Serious Medical Condition)

In addition to all medical documentation required pursuant to the FMLA, the district may, in its sole discretion and at its own expense, require a second opinion related to the need for FMLA leave. If the first and second opinions differ regarding the need for

FMLA leave, the district and the employee shall mutually agree upon a provider to conduct a third opinion of the employee's need for leave. The cost of this third opinion will be paid for by the employer.

The district may also require supplemental certifications of the employee's continuing need for leave. These certifications may not be more than one time per month unless the employee requests an extension of leave, changes circumstances regarding the illness or injury, or the district receives information that casts doubt on the validity of an existing certification.

In the event an employee wishes to request an extension of leave, such request must be promptly submitted to his/her supervisor with supporting documentation from the health care provider regarding the reason for the extension. The extension is only available as long as the employee does not exceed the maximum leave permitted by the FMLA.

#### Right to Conduct Surveillance

In an effort to combat misuse of leave permitted by the FMLA, an employee may be surveilled to determine if the employee is not using the FMLA leave for the purpose for which it was granted. The district may conduct non-workplace (off-site) surveillance of an employee based on an honest belief or suspicion that the employee is misusing the FMLA leave granted. If the employee is found to be misusing the FMLA leave, the employee will be subject to all disciplinary action allowed by law, including but not limited to dismissal or nonrenewal. Circumstances which may give rise to an honest belief or suspicion of FMLA leave misuse include, but are not limited to, an employee providing inconsistent reasons for the FMLA leave, an employee engaging in a suspicious pattern of absences over a short period of time, verifiable information from co-workers evidencing misuse by an employee and significant changes in the frequency or duration of an employee's absences.

#### Intermittent Leave Or Leave On A Reduced Leave Schedule

Eligible employees may request to use their available leave on an intermittent basis by following the same application and certification process as described above and under the following conditions:

- intermittent leave in connection with the arrival of a new child must be approved by the district;
- employees must coordinate the intermittent leave with their supervisor to attempt to reduce the negative impact of the leave on school operations;
- the district reserves the right to transfer the employee to a position better suited to intermittent leave;

- if an instructional employee will be absent more than 20% of the total working days in the period in which the leave will be used, the district may require the employee to either:
  - take leave for a "particular duration" or time which is not greater than the duration of the planned treatment, or
  - be transferred to an alternative position.

#### Leave Taken Near the End of an Academic Term

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

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

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

#### The Effect of Leave on Benefits

During a period of FMLA leave, an employee will be retained on the district's medical insurance plan under the same conditions that applied before leave began, including making any payments the employee previously made. An employee's failure to timely pay his/her share of the medical premium may result in 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 FMLA leave, unless the reason for the failure to return to work are due to circumstances beyond the employee's control.

Employees do not accrue or lose any seniority or employment benefits during a period of FMLA leave.

### Return to Work

Employees must update their supervisor regarding the intent to return to work, including providing all necessary releases and paperwork, at least 5 business days in advance of the expected return date.

Although the district cannot guarantee that an employee will be returned to his/her original position, employees will generally be restored to an equivalent position and employment conditions upon return from FMLA leave. Highly compensated employees are those individuals who are salaried and are among the highest paid 10% of the employees employed within 75 miles of the employee's worksite. A highly compensated employee may not be returned to work if it is necessary to prevent substantial and grievous economic injury to the operations of the district. The district will make all determinations regarding job duties upon an employee's return from FMLA leave.

### Failure to Return from Leave

Employees who fail to return to work when scheduled (absent an approved extension) are subject to immediate termination for cause, subject to applicable due process hearing rights.

APPROVED: October 21, 1993

REVISED: June 10, 1996; October 13, 1997; September 19, 2005; August 10, 2009;  
September 9, 2013; September 12, 2016; June 12, 2017; October 8, 2018

## **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.

APPROVED: November 10, 1975; October 21, 1993

REVISED: July 13, 1998; July 1, 2012; September 9, 2013

**6.5 - 3.0      MILITARY LEAVE (ALL PERSONNEL)**

Certified Employees

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) working days of such service.

Support Employees

It is the policy of the district to provide leave for support employees who are a component of the armed forces in the United States including members of the National Guard, when that support employee is ordered by proper authorities to active duty or service. Military leave shall be without loss of status, efficiency rating pay or benefits during the first thirty (30) calendar days or the first thirty (30) regularly scheduled work days for support employees, or not to exceed two hundred forty (240) hours, of such leave of absence in any federal fiscal year. The district will also comply with all other rights guaranteed under state and federal law.

All Employees

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.

Reference:      70 OKLA. STAT. §6-104, 70 OKLA. STAT. §6-104.1, 70 OKLA. STAT. §6-104.5, 70 OKLA. STAT. §6-105, Atty. Gen. Op. No. 76-161.

ADOPTED:      September 19, 2005

REVISED:      September 11, 2017; October 8, 2018

**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. Vacation days cannot be carried into the next fiscal year.
- D. Unused vacation days as of June 30 will be converted to sick leave.

APPROVED: October 21, 1993

REVISED: June 10, 1996; October 13, 1997; September 19, 2005;  
December 10, 2012; November 12, 2018

<b>6.6 EVALUATION &amp; REVIEWS, SUSPENSION, TERMINATION &amp; NON-RENEWAL, REDUCTION IN FORCE, AND RESIGNATIONS</b>
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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 HAZCOM PROGRAM**

The board of education values the health and safety of its employees and students, and the district will comply with all state and federal laws regarding the presence of hazardous chemicals at school. The board expects all individuals to use non-hazardous materials at school when feasible, to follow established safety procedures at all times, and to promptly report any suspected violations of this commitment to the district's Executive Director of Operations.

The district's Bret Smith, Executive Director of Operations will develop, implement and maintain a comprehensive HazCom Program for use throughout the district. All district employees are required to participate in appropriate training on the new HazCom Program.

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

REVISED: September 14, 2015; September 11, 2017

### **6.7 - 2.0 DISCRIMINATION, HARASSMENT, AND RETALIATION**

*See Section III – Administration, 3.2 – 2.5 for complete policy. This policy is also referenced in Section VII – Students, 7.25.*

### **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 protected 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

**6.7 – 4.0 USE OF INTERNET AND SOCIAL MEDIA NETWORKS AND OTHER FORMS OF COMMUNICATIONS**

General Guidelines

Consult district’s policy on internet safety and appropriate use, as well as the employee manual and/or parent and student handbook. Be aware that all existing policies and behavior guidelines extend to school-related activities in the online environment as well as on school premises.

Use good judgment. Think about the type of image you want to convey on behalf of the district when you are posting to social networks and social media sites. Remember that what you post will be viewed and permanently archived. Social media websites and blogs are not private. Internet search engines can find information years after it was originally posted. Comments can be forwarded or copied, and archival systems save information even if a post is deleted.

Remember professional communications are available to school administrators. The district considers an employee's use of any electronic media for the purpose of communicating with a student or a parent to be an extension of the employee's workplace responsibilities. Accordingly, the board expects school personnel to use professional judgment and appropriate decorum when using any social media in this fashion. School district administrators may require an employee to provide access to any websites used by him or her for communication with students or parents and to produce copies of any electronic communication with students or parents, including text messages, web page posts, etc. This policy does not authorize an administrator to inspect an employee's personal equipment without the employee's express consent.

### Social Networking Websites

Many social networking websites are not accessible on the district's network because they have been blocked. If school personnel, including teachers, would like to request that a website be made accessible to use for teaching and learning, that person shall submit a written request to the IT Director for review, identifying the online tools to be used and the instructional purpose in using them.

While on school property, neither school personnel nor students may use an outside, proprietary network to access websites that are blocked on the district's network.

Personnel shall abide by the following requirements regarding use of social networking websites, even when done in their personal time, using personal property.

1. Fraternalization with students using social networking websites on the internet:
  - a. School personnel may not list students as "friends" on networking sites;
  - b. All e-contacts with students shall be made through the district's computer/email and telephone system;
  - c. All e-contact by sponsors with student organization members shall be sent to all team members;
  - d. Inappropriate contact with students or parents via e-mail, phone, or other devices is prohibited.
2. Employees may not post items on social networking websites with sexual content if they are identifying themselves as an employee of the district;
3. Employees may not post items exhibiting or advocating use of drugs or alcohol if they are identifying themselves as an employee of the district;
4. Employees may not post pictures, video, or audio of students unless the student's parent (if the student is under 18) or the student (if the student is 18 or over) has provided the student's building administrator with written

permission to do so.

Note that when using a school district e-mail address and/or equipment to participate in any social media or professional social networking activity, the communications are public, and employees are responsible for the content in the communication.

#### Copyright and Fair Use Guidelines

District personnel and students must respect copyright and fair use guidelines when posting material on social network sites, even those websites used and accessed for educational and classroom purposes. See [www.copyright.gov/fls/fl102.html](http://www.copyright.gov/fls/fl102.html).

Hyperlinking to outside sources is recommended. Do not plagiarize. Give credit, where credit is due, to the sources of material. When hyperlinking to other sites and media, be sure that the hyperlinked content is appropriate and consistent with these guidelines. Be aware that photographs taken by professional photographers cannot be scanned and used on the internet without the photographer's permission, even if they are photos purchased from the photographer.

#### Text and Instant Messaging

District personnel shall not text or instant message any student individually. All text and instant messages to students shall be sent to the school, class, team, club or organization. Staff shall not send messages that are personal in nature and not related to the business of the school or that contain confidential information to persons not authorized to receive that information.

#### Use of Social Media

The Superintendent shall designate those staff persons who have management or administrator access to the district's social media, including, but not limited to the ability to remove content from the school's social media if determined to be inappropriate. Only content that is allowable on the school's website is allowable on the school's social media pages unless otherwise authorized by the Superintendent.

#### Penalties

Both district personnel and students face the possibility of penalties, including student suspension and employee termination, for failing to abide by district policies when accessing and using social media.

ADOPTED: October 10, 2011

## **6.7 - 5.0      ALCOHOL AND DRUG TESTING FOR BUS DRIVERS**

### **Purpose**

The purpose of this policy is to prevent accidents and injuries resulting from alcohol or controlled substance use by drivers of commercial motor vehicles. This policy is intended to comply with the school district's mandatory obligations under regulations issued by the United States Department of Transportation ("DOT").

### **Definition of Terms**

Certain terms used in this policy have the following meaning unless the context plainly shows otherwise:

1. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.
2. "Alcohol concentration" means the number of grams of alcohol (for example: 0.04) in 210 liters of expired deep lung air.
3. "Alcohol confirmation test" means a subsequent test using an EBT (a breath testing device), following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.
4. "Alcohol screening device" ("ASD") means a breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration and placed on a conforming products list for such devices.
5. "Alcohol use" means the drinking or swallowing any beverage, mixture or preparation, including any medication, containing alcohol.
6. "BAT" means a qualified breath alcohol technician.
7. "Blind specimen" means a specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from an employee specimen.
8. "Cancelled test" means a drug or alcohol test that has a problem identified and cannot be or has not been corrected. A cancelled test is neither a positive or a negative test.
9. "CDL" means commercial driver's license.
10. "Collection site" means a place selected by the employer where employees present themselves for the purpose of providing a urine specimen for a drug test.

11. “Confirmatory drug test” means a second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite.
12. “Confirmed drug test” means a confirmatory drug test result received by a MRO from a laboratory.
13. "Controlled substance" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), opiates, or a metabolite of any of these substances.
14. “Designated employer representative” (“DER”) means an employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer.
15. “Dilute specimen” means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.
16. "Driver" means: (i) a school district employee who is required to have a CDL to perform the employee's duties; (ii) employees of independent contractors who are required to have CDLs; (iii) owner-operators; (iv) leased drivers; and (v) occasional drivers.
17. "EBT" means an evidential breath testing device on the National Highway Traffic Safety Administration's Conforming Products List for Evidential Breath Measurement Devices for the evidential testing of breath at the .02 and .04 alcohol concentrations.
18. "Federal Act" means the Omnibus Transportation Testing Act of 1991 and the regulations issued by the United States Department of Transportation pursuant to that Act.
19. “Oklahoma Act” means the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.
20. “Initial drug test” means the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.
21. “Initial validity test” means the first test used to determine if a specimen is adulterated, diluted, or substituted.
22. “Invalid drug test” means the result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

23. “Medical review officer” (“MRO”) means a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.
24. "Safety-sensitive function" means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.
25. “Screening Test Technician” (“STT”) means a person who instructs and assists employees in the alcohol testing process and operates an ASD.
26. “Service agent” means any person or entity, other than an employee of the employer, who provides services specified under this part to employers and/or employees in connection with DOT drug and alcohol testing requirements.
27. “Split specimen” means a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.
28. “Stand-down” means the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed a verified test.
29. “Substance Abuse Professional” (“SAP”) means a person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
30. “Substituted specimen” means a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.
31. “Verified test” means a drug test result or validity testing result from a United States Department of Health and Human Services certified laboratory that has undergone review and final determination by the MRO.

### **Required Testing & Consent**

The following testing is required of all drivers:

#### *Pre-Employment Testing and Consent*

A driver must pass an alcohol and controlled substance test prior to performing a safety-sensitive function. The test will be conducted during the hiring process or

immediately before the driver first performs a safety-sensitive function.

1. Alcohol Testing

A driver may not commence the performance of duties unless the test shows a concentration of less than 0.04. If the test shows a concentration of between 0.02 and 0.04, no safety-sensitive duties may be performed for at least 24 hours.

A pre-employment alcohol test will not be required if:

- i. The driver has undergone an alcohol test required by the Federal Act within the previous six weeks and tested under 0.04; and
- ii. The driver provides evidence that no prior employer of the driver has any record of alcohol misuse by the driver within the previous six months.

2. Controlled Substances

The driver must receive a confirmed negative controlled substance test result from a medical officer, except that no testing is required if:

- i. The driver has participated within the previous 30 days in a drug testing program meeting the requirements of the Federal Act; and
- ii. While participating in the program, the driver either (a) was tested for controlled substances within six months prior to the date of employment application or (b) participated in a random controlled substance testing program for the 12 months prior to the date of the employment application; and
- iii. The employer ensures that no prior employer of the driver of whom the employer has knowledge has records of a violation of this part or the controlled substance use rule of another DOT agency within the previous six months.

3. Preemployment Consent

The school district shall request the driver's written consent to obtain the following information from DOT-regulated employers who have employed the driver during the two (2) years before the date of the driver's application to a position requiring safety-sensitive duties:

- i. Alcohol tests with a result of 0.04 or higher alcohol concentration;

- ii. Verified positive drug tests;
- iii. Refusals to be tested (including verified adulterated or substituted drug test results);
- iv. Other violations of DOT agency drug and alcohol testing regulations; and
- v. Documentation of the driver's successful completion of return-to-duty requirements (for those drivers who have violated a drug or alcohol regulation). If the previous employer does not have this documentation, the school district shall request that the driver produce it.

A driver may not perform safety-sensitive functions if s/he refuses to consent in writing to the release of the above information.

Drivers are responsible for furnishing the district with accurate information regarding their employment history, including accurate identification of all former DOT-regulated employers.

The school district shall maintain a written, confidential record of the information obtained or of the good faith efforts made to obtain the information. This record shall be maintained for three years from the date of the driver's first performance of safety-sensitive functions.

Prior to the driver's first performance of safety-sensitive functions, the school district shall ask the driver whether s/he has tested positive, or refused to test, on any pre-employment drug or alcohol test (1) administered by a DOT-regulated employer, (2) in connection with a position for which the driver applied, (3) involving the driver's failure to obtain safety-sensitive transportation work, and (4) over the period of two years preceding the date of the employee's application for employment with the school district. If the driver admits to a positive test or a refusal to test within the past two years, the school district shall not allow the driver to perform safety-sensitive functions until and unless the driver documents successful completion of the return-to-duty process.

#### 4. Consequences Associated with Preemployment Testing

The school district may decline to employ an applicant who fails drug testing, provides false information, or who fails to cooperate with the district in procuring testing and test results. To the extent the applicant has been offered employment or placed in an alternate position pending the receipt of test results, the offer may be withdrawn and alternate



employment terminated in accordance with the district's policies and procedures applicable to employee termination.

### *Post-Accident Testing*

#### 1. Alcohol

As soon as practical following an accident, an alcohol test will be administered to the following drivers:

- i. Each surviving driver who was performing safety-sensitive functions with respect to the vehicle, if the accident involves loss of life.
- ii. Each surviving driver who received a moving traffic violation arising from the accident within eight hours of the occurrence, if the accident involved:
  - a. bodily injury to any person that necessitated immediate medical treatment away from the scene of the accident; or
  - b. at least one vehicle incurred disabling damage as a result of the accident that required the vehicle to be transported away from the scene by a tow truck or other vehicle.

If the test is not administered within two hours of the accident, the employer must prepare and maintain a record of why the test was not administered. If the test is not administered within eight hours of the accident, the driver's supervisor shall cease attempts to administer an alcohol test and shall prepare a written report explaining why a test was not given.

Drivers shall remain readily available for testing. A driver leaving the scene of an accident without a valid reason prior to submission to the test may be deemed to have refused to submit to testing.

A breath or blood alcohol test conducted by a law enforcement agency will be considered to meet these requirements if the test meets the requirements of the Federal Act and the test results are obtained by the school district.

#### 2. Controlled Substances

As soon as practical following an accident, a test for controlled substances will be administered to the following drivers:

- i. Each surviving driver who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life.
- ii. Each surviving driver who received a moving traffic violation arising from the accident, if the accident involved:
  - a. bodily injury to any person that necessitated immediate medical treatment away from the scene of the accident; or
  - b. at least one vehicle incurred disabling damage as a result of the accident that required the vehicle to be transported away from the scene by a tow truck or other vehicle.

The test is to be administered within thirty-two (32) hours of the accident. If no test is made within that time period, then no test will be made and the driver's supervisor will prepare a written report stating the reasons for not administering a prompt test.

Drivers shall remain readily available for testing. A driver leaving the scene of an accident without a valid reason prior to submission to the test may be deemed to have refused to submit to testing.

A urine test for controlled substances administered by a law enforcement agency will be considered to meet these requirements if the test meets the requirements of the Federal Act and the results are obtained by the school district.

### *Random Testing*

Random alcohol and controlled substances testing of drivers will be conducted throughout the year. Selection of the drivers to be tested will be made by a scientifically valid method, such as random-number table or a computer based random-generator matched with drivers' social security numbers, payroll identification numbers or other comparable identifying numbers. Dates for administering unannounced testing shall be unpredictable and spread reasonably throughout the calendar year.

Drivers are to be tested while performing safety-sensitive functions, just before performing those functions, or just after ceasing those functions. A driver who is notified of selection for random alcohol or controlled substances testing must proceed to the test site immediately, unless the driver is performing a safety-sensitive function other than driving, in which case the driver must cease performing the safety-sensitive function and proceed to the test site as soon as possible.

The minimum annual percentage rate for random alcohol testing will be ten percent (10%) of the average number of driver positions, subject to adjustment of the percentage by the Federal Highway Administration. The minimum annual percentage rate for random testing for controlled substances will be fifty percent (50%) of the average number of driver positions.

### *Reasonable Suspicion Testing*

Alcohol and controlled substance testing will be conducted when there is reasonable suspicion to believe that a driver has violated a provision in this policy. Reasonable suspicion shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. Reasonable suspicion for controlled substance use may also be based on indications of the chronic and withdrawal effects of controlled substances.

Alcohol testing is authorized only if the observations are made during, just preceding, or just after the period of the work day that the driver is performing a safety-sensitive function. A written record must be made as to why an alcohol test was not made within two hours following a determination of reasonable suspicion of misuse. No test is to be made if eight hours passed after the determination.

Persons designated to determine whether reasonable suspicion exists shall receive at least sixty (60) minutes of training on performance indicators of probable alcohol misuse. The required observations shall be made by a supervisor who has received training in detecting the symptoms of alcohol/controlled substance misuse. The supervisor who makes the determination that reasonable suspicion exists shall not conduct the alcohol test.

A written record will be made of the observations leading to a controlled substance reasonable suspicion test. The record will be signed by the supervisor who made the observations. The record will be made within twenty four (24) hours of the observed behavior or before the test results are received, whichever is earlier.

### *Return to Duty Testing*

#### 1. Returning after Reasonable Suspicion of Alcohol Abuse Determination

A driver suspected of being under the influence of or impaired by alcohol will not be permitted to perform a safety-sensitive function until: (i) an alcohol test shows a concentration of less than 0.02; or (ii) 24 hours have elapsed following a determination that there was reasonable suspicion to believe the driver has violated the rules in this policy against alcohol misuse.

2. Returning after Violation of Prohibitions in this policy

A driver who has engaged in conduct prohibited by this policy shall not be permitted to perform safety-sensitive functions until s/he first passes a controlled substance test and/or an alcohol test with an alcohol concentration of less than 0.02.

A driver who has violated a provision in this policy cannot again perform any safety-sensitive duties for any employer until and unless the driver completes the SAP evaluation, referral, and education/treatment process.

*Follow-up Testing*

A driver who has been identified by a SAP as needing assistance in resolving problems with alcohol misuse or controlled substance use and who has returned to duty involving the performance of a safety-sensitive function will be subject to a minimum of six (6) unannounced follow-up alcohol and/or controlled substance tests over the following twelve (12) months. The SAP is the sole determiner of the number and frequency of follow-up tests, as well as whether the tests will be for drugs, alcohol or both. The SAP can direct additional testing during this period or for an additional period up to a maximum of sixty (60) months. The school district must carry out the SAP's follow-up testing requirements.

**Test Procedures**

Testing methodology will comply with the requirements of the Oklahoma Act, except that the requirements of the Federal Act stated in this policy supersede the provisions of the Oklahoma Act. Alcohol testing must be conducted in a location that provides visual and aural privacy to the driver, sufficient to prevent unauthorized persons from seeing or hearing the test.

*Alcohol Testing Procedures*

1. Procedures for an Alcohol Screening Test Using an EBT or Non-Evidential Breath ASD
  - i. When the driver enters the testing location, the BAT or STT will require the driver to provide positive identification. If the driver requests, the BAT or STT will provide positive identification. The BAT or STT will explain the testing procedure. An individually-sealed mouthpiece is opened in the view of the driver and attached to the EBT. The driver will then blow into the mouthpiece for at least six (6) seconds. The BAT or STT will show the driver the displayed test result. If the EBT does not provide a printed result, the BAT or STT will record the test number, date, technician's name, location and test result in a log book. The driver will initial

the log book. If the EBT provides a printed result, the result is either: (i) printed on the testing form; or (ii) affixed to the form with tamper-evident tape.

- ii. If the screening test result is less than 0.02, the BAT or STT will transmit the result in a confidential manner to the school district's DER, who is designated by the board of education or the school superintendent to receive and handle alcohol test results in a confidential manner.
- iii. If the breath test is 0.02 or higher, a confirmation test is required. The confirmation test must be conducted no less than fifteen (15) and no more than thirty (30) minutes after the screening test. Before a confirmation test is given, the BAT must conduct a "blank" test on the EBT to obtain a reading of 0.00. The remainder of the confirmation test is identical to the screening test for EBTs.
- iv. If the confirmation test result is lower than 0.02, nothing further is required of the driver.
- v. If the confirmation test result is 0.02 or higher, the driver must sign and date the ATF. The BAT will immediately transmit the result to the DER in a confidential manner.
- vi. Refusal to take a required test has the same consequences as if the driver had tested 0.04 or more. The following constitutes a refusal to take a test: (1) failure to appear for any test within a time required to appear; (2) failure to provide an adequate amount of saliva or breath for testing without a valid medical explanation; (3) failure to cooperate with any part of the testing process; (4) failure to sign the alcohol testing form or ATF certification; (5) failure to remain at the testing site until the testing process is complete, unless the test is a pre-employment test; (6) failure to undergo a medical examination or evaluation due to insufficient breath sampling; (7) leaving the scene of an accident before being tested, except when reasonably necessary to receive medical treatment.

## 2. Procedure for an Alcohol Screening Test Using Saliva ASD

When the driver enters the testing location, the STT will require the driver to provide positive identification. If the driver requests, the STT will provide positive identification. The STT will explain the testing procedure. The STT will check the expiration date on the device and show it to the driver. An individually wrapped package containing the device will be opened in the presence of the driver, and the driver will be instructed to insert the device into his or her mouth and use it in the

manner described by the manufacturer. If the driver chooses not to use the device, the STT must insert the device into the driver's mouth and gather saliva.

### *Controlled Substances Testing Procedures*

#### 1. Procedures for Collection of Urine Specimens

- i. All urine collections must be split specimen collections.
- ii. The school district must direct an immediate urine collection under direct observation with no advance notice to the driver, if:
  - a. the laboratory reported to the Medical Review Officer ("MRO") that a specimen is invalid and the MRO has reported that there is not an adequate medical explanation for the result; or
  - b. the MRO reported that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.
  - c. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation
- iii. The school district must direct a collection under direct observation of a driver if the drug test is a return-to-duty test or a follow-up test.
- iv. A driver must receive an explanation of the reasons for a directly observed collection.
- v. If a driver declines to allow a directly observed collection, that driver will be considered to have refused to test.

#### 2. Procedures for Testing of Urine Specimens

- i. Testing of urine samples for controlled substances shall be performed by a laboratory certified by the federal Department of Health and Human Services ("DHHS") under the National Laboratory Certification Program.

- ii. Controlled substance testing may only be performed for the following five drugs or classes of drugs: (a) marijuana metabolites, (b) cocaine metabolites, (c) amphetamines, (d) opiate metabolites, and (e) phencyclidine (PCP).
- iii. If the driver requests a test of a split specimen, the first laboratory will ship the unopened split specimen to a second DHHS-approved laboratory for testing. If the test of the split specimen fails to confirm the presence of a controlled substance, the entire test is cancelled.
- iv. The driver must request a split specimen test verbally or in writing within 72 hours of being notified of a verified positive drug test or refusal to test because of adulteration or substitution.
- v. If a driver does not make a request within 72 hours, the driver may present information to the MRO documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO, or other circumstances unavoidably prevented the driver from making a timely request.
- vi. If a driver makes a timely request for a split specimen test, the school district must ensure that the MRO, first laboratory and second laboratory perform the split-specimen testing functions in a timely manner. If necessary, the school district must pay for the split specimen testing and seek reimbursement from the driver.
- vii. The MRO will report split specimen test results to the DER and driver.
- viii. The laboratory will report results directly to the MRO. The laboratory will not report the results to anyone else.
- ix. When the MRO receives a confirmed positive, adulterated, substituted, or invalid test result from the laboratory, the MRO will attempt to contact the driver to determine whether the driver wants to discuss the test result. If the MRO cannot reach the driver after reasonable efforts to do so, the MRO must contact the DER but cannot tell the DER that the driver has a confirmed positive, adulterated, substituted, or invalid test result. The DER must then attempt to contact the driver. If the DER makes contact with the driver, the DER should simply direct the driver to contact the MRO immediately and inform the driver of the consequences of failing to contact the MRO within the next 72 hours. If the DER is unable to reach the driver after making three (3) attempts, spaced reasonably, over a 24-hour period, then the DER may place the

driver on temporary medically unqualified status or medical leave. Documentation must be kept by the DER of any actual and/or attempted contacts with the driver, including the dates and times of the contacts. If the DER is unable to contact the driver within the 24-hour period, the DER must leave a message for the driver by voice mail, e-mail or letter to contact the MRO and inform the MRO of the date and time of this message.

- x. Confirmation testing for controlled substances will be performed in accordance with the Oklahoma Act, except when the Oklahoma Act conflicts with Federal law.
- xi. The MRO must verify a confirmed positive test result for marijuana, cocaine, amphetamines, and/or PCP unless the driver presents a legitimate medical explanation for the presence of the drug(s)/metabolite(s) in her or his system.
- xii. As part of the verification decision, the MRO must conduct a medical interview that includes reviewing the driver's medical history and any other relevant biomedical factors presented by the driver, as well as directing the driver to undergo further medical evaluation.
- xiii. DOT tests must be completely separate from non-DOT tests in all respects, and DOT tests must take priority over non-DOT tests. DOT tests must be completed before a non-DOT test is begun. The results of a DOT test shall not be disregarded or changed based on the results of a non-DOT test.

### **Prohibitions**

A driver will not be permitted to report to duty or to remain on duty requiring the performance of a safety-sensitive function if:

#### *Alcohol*

- i. The driver has an alcohol concentration of 0.04 or higher as measured on a breath test.
- ii. The driver displays behavior or appearance characteristics of alcohol misuse.
- iii. The driver is under the influence of or is impaired by alcohol, as shown by behavioral, speech, and performance indicators of alcohol misuse.
- iv. The driver possesses alcohol while on duty.



- v. The driver uses alcohol during duty performance.
- vi. The driver has used alcohol within the four hours prior to performing duties.
- vii. The driver has had an accident within the last eight hours and has not taken a breath test showing clearance from prohibited alcohol levels.
- viii. The driver has refused to take a breath test for alcohol use.
- ix. The driver is taking any prescription or non-prescription medication containing alcohol, even if the driver has notified the driver's supervisor of the medication use.

#### *Controlled Substances*

- i. The driver uses any controlled substance, unless the use is pursuant to a physician's written certification stating that the use does not adversely affect the driver's ability to safely operate a motor vehicle.
- ii. A supervisor or administrative employee has actual knowledge that a driver has used a controlled substance.
- iii. The driver has a positive confirmed test for a controlled substance.
- iv. The driver displays behavior or appearance characteristics of controlled substance use.
- v. The driver has refused to take a controlled substance test.

#### *Refusal to Test*

A driver has refused to take an alcohol or controlled substance test if s/he:

- i. Fails to appear for any test as directed by the school district.
- ii. Fails to remain at the testing site until the testing is complete.
- iii. Fails to provide a urine specimen.
- iv. Fails to provide a sufficient amount of urine when there is no adequate medical explanation for the failure.
- v. Fails to permit a directly observed or monitored collection.

- vi. Fails or declines to take a second test the school district or collector has directed.
- vii. Fails to undergo a medical examination or evaluation as directed by the MRO as part of the verification process or as directed by the DER when the urine sample was insufficient.
- viii. Fails to cooperate with any part of the testing process (e.g. refuses to empty pockets when directed to do so, behaves in a confrontational way that disrupts the collection process).
- ix. Has a verified adulterated or substituted test result.

### **Standing Down Employees**

Stand-down is “the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test result.”

- i. DOT regulations prohibit employers from standing employees down, before the MRO has completed verification of the test result.
- ii. A verified test is a drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.
- iii. The district may assign a driver non-driving duties pending the receipt of a verified test result when the district has reasonable suspicion to believe the employee is impaired.
- iv. When the district does remove an employee from service, following verification of the drug test result, it will do so consistent with the confidentiality requirements, within its control, imposed by law.

### **Referral and Treatment**

A driver who violates any of the prohibitions in this policy shall be advised of the resources available to the driver for evaluating and resolving problems associated with the misuse of alcohol or use of controlled substances, including the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs.

A driver who violates any of the prohibitions in this policy must be evaluated by a SAP who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse or controlled substance use. The driver will not be

permitted to perform safety-sensitive duties for any employer until and unless he or she completes the SAP evaluation, referral, and education/treatment process.

If the driver is identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, the driver must be evaluated by a SAP to determine if the driver has properly followed the prescribed rehabilitation program. The driver must be subject to unannounced follow-up alcohol and/or controlled substance tests upon return-to-duty.

The SAP will provide a written report directly to the DER highlighting the SAP's specific recommendations for a course of education and treatment with which the driver must comply prior to returning to the performance of safety-sensitive functions. Neither the driver nor the school district shall seek a second SAP's evaluation in order to obtain another recommendation. Only the SAP who made the initial evaluation may modify his or her initial recommendations.

If the SAP recommends that the driver continue treatment, aftercare or support group services after returning to safety-sensitive duties, the school district may require the driver to participate in the recommended treatment or services as part of the return-to-duty agreement.

These requirements do not apply to drivers refusing to be tested or drivers having a preemployment test of 0.04 or more.

The school district is not required to return a driver to safety-sensitive duties just because the driver complies with the SAP's recommendations.

### **Educational Materials**

Each driver shall receive educational materials that explain: (1) the alcohol misuse prevention requirements; (2) the school district's policies and procedures; (3) the identity of a contact person knowledgeable about the materials; (4) factual information on the effects of controlled substance use and alcohol misuse on personal life, health and safety; (5) where help can be obtained, including information regarding the school district's Employee Assistance Program; (6) categories of employees subject to testing; (7) a description of prohibited conduct and the circumstances that trigger testing; (8) testing procedures and safeguards; (9) what constitutes a refusal to submit to testing and the consequences; (10) signs and symptoms of an alcohol or controlled substance problem; (11) consequences for drivers with an alcohol test level of 0.02 or more but less than 0.04; and (12) the consequences of violating the rules in this policy. The district's staff will prepare and distribute appropriate educational materials as provided for in this section.

### **Maintenance of Records**

Upon written request, a driver is entitled to obtain copies of any school district records

concerning the driver's use of alcohol or controlled substances, including test results.

The school district shall not release individual test results or medical information about a driver to third parties without the employee's specific written consent to the release of a particular piece of information to a particular person or organization. Notwithstanding this prohibition, the school district may release information pertaining to a driver's drug or alcohol test without the employee's consent in certain legal proceedings.

### **Disciplinary Action**

Employees who violate any prohibition in this policy will be subject to disciplinary measures, including employment termination. Likewise, employees whose test results are positive for alcohol or controlled substances are subject to disciplinary actions, including employment termination. The same disciplinary consequences face individuals who provide false information in connection with the testing process or who fail to cooperate with the district's efforts to fulfill its testing obligations.

### **Other Policies**

This policy does not supersede any other school district policy pertaining to alcohol misuse or controlled substance use by school district employees, except to the extent that this policy is specific to drivers performing safety-sensitive functions. To the extent permitted by federal law, this policy is to be interpreted consistent with Oklahoma's Act regarding drug and alcohol testing of personnel.

ADOPTED: October 13, 2014

## **6.8 EMPLOYEES CHARGED WITH CRIMES**

Pursuant to Okla. Stat. tit. 70, § 5-144, if 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, the Superintendent or designee 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 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 Okla. Stat. tit. 70, § 6-101.48(A), 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 or currently required to register under the provisions of

the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act.

Pursuant to Okla. Stat. tit. 70, § 6-101.48(A) and (B), at the time of contracting with a business or entity to perform services on School District property, the Superintendent or designee may require that the business or entity sign a District-provided affidavit.

ADOPTED: September 19, 2005

REVISED: August 10, 2009

## **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 twelve-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. A written request expressly includes communications sent pursuant to email or facsimile. For administrative convenience, such notices should be given to:

Curtis Layton  
Executive Director of Human Resources  
613 East Grand Avenue  
Ponca City, OK 74601  
laytoc@pcps.us  
Fax: (580) 767-8007

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.

This policy cannot be altered or changed by a negotiated agreement provision.

Violation of this policy will result in monetary penalties for the school district.

Reference: 70 O.S. § 5-139.

ADOPTED: September 19, 2005; July 1, 2012

REVISED: October 8, 2018

## **6.10 FEDERAL PROGRAMS**

The district participates in a variety of federal programs and receives funding (“Awards”) through those programs. All district representatives will comply with all regulatory guidance and laws applicable to the individual programs.

The district will regularly monitor its compliance efforts and make appropriate information available to the federal awarding agency (“ESEA”), state pass-through entity (“OSDE”), inspectors general, and/or US comptroller. The district will make required performance reports using OMB approved information collections reports.

### **Audits**

If the district expends \$750,000 or more in federal awards during the fiscal year, it will have an audit conducted.

### **Employee Compensation**

Regardless of the source of the funds, employees are paid pursuant to the district’s salary schedule for all work performed. If personnel costs are paid with Awards, those costs will be calculated as wages and fringe benefits permitted in 2 C.F.R. § 200.431 for services rendered during the relevant time period.

Employees who are paid with Award funds – in whole or in part - must maintain adequate records documenting the time spent performing each set of duties so that their compensation can be correctly allocated to the Award. 2 C.F.R. § 200.430

### **Travel and Conference Expenses**

The district will follow its standard travel reimbursement and professional development policies and procedures when spending Award funds, except when a federal requirement is more stringent, in which case the district will adhere to the more stringent requirement. Any travel, conference / professional development participation and expenses will be reasonable, necessary, and related to the federal program tied to the Award.

### **Conflict of Interest / Mandatory Disclosure Regarding Contracting**

The district will make written disclosure of any potential conflict of interest to the FAA or State Entity in accordance with the FAA’s policy.

All members of the board are expected to maintain high ethical standards and use good judgment in conducting school business. Members are also required to follow the same standards of professional conduct required of all district employees. Board members specifically agree to refrain from using their position for any unfair personal or business advantage or engaging in any action which



gives the appearance of such misconduct. Any board member who violates this policy will be referred to the Oklahoma State Ethics Commission.

### Business Arrangements and Financial Transactions

All board members are required to familiarize themselves with and comply with all the requirements of OKLA. STAT. tit. 70 § 5-124.

As required by law, the district will not contract with any member of the board or any company, individual or business concern in which any member of the board is directly or indirectly interested. A member of the board is considered to be interested in any contract with a company, individual or business concern if the member of the board or any member of the immediate family (including a partner) of the member of the board owns any substantial interest in the same, or if an organization employs or is about to employ one of these parties. The only exceptions will be those allowed by OKLA. STAT. tit. 70 § 5-124.

If a contract is allowed by an exception listed in OKLA. STAT. tit. 70 § 5-124, then the board will not give special consideration to any company based on its affiliation with a board member or a board member's family or partner. If the board is seeking to conduct business with a company affiliated with a board member (or a board member's family member or partner) that member will abstain from the contracting process unless a statutory exception applies.

### Gifts

Board members may not seek or accept gifts, payments, services, entertainment, travel, valuable privileges, etc. from individuals or vendors who do business or seek to do business with the district, although board members may accept common courtesies such as meals and promotional items as are customarily exchanged in the normal course of business. These courtesies must be of nominal value only. Board members are expected to use good judgment in accepting such courtesies and must avoid any conflict of interest or even the appearance of impropriety.

### Reporting Misconduct

In the event a board member engages in misconduct such as fraud, bribery, or gratuity violations, the board president, or the vice president if the president is the board member engaging in the misconduct, will report the violation to the FAA or State Entity in order to help prevent or prosecute waste, fraud, and abuse.

## **Financial Management Procedures**

### **Internal Controls**

Federal Programs Director & Special Services Director are responsible for implementing appropriate internal controls over Award funds which are consistent with 2 C.F.R. Part 200 Subpart E. This includes, but is not limited to, reviewing and comparing Awards, budgets, and allocations to determine whether the Awards are being expended appropriately and in compliance with relevant guidelines. Federal Programs Director & Special Services Director is also responsible for taking prompt action if noncompliance is discovered. Federal Programs Director & Special Services Director is required to take reasonable measures to safeguard protected personally identifiable and protected information.

### **General Recordkeeping**

The district will expend all Awards and account for those Awards in accordance with all applicable laws and regulations. Executive Assistant of Federal Programs is responsible for maintaining appropriate records, documentation, and oversight related to all Awards. This includes, but is not limited to the following:

- information to prepare all required reports
- compliance documentation to establish conformity with federal statutes, regulations, and the specific terms and conditions of an Award
- proof of the appropriate expenditure of Awards
- records of receipt / expenditure of Awards, including the federal program under which the Award was made, any applicable CFDA number, Award identification number and year, name of the FAA, and name of any applicable State Entity
- accurate, current, and complete disclosure of the financial results of all Awards in accordance with current OMB standards and the terms of the Award
- source documents showing the application for funds, authorizations, obligations, unobligated balances, assets, expenditures, and income and interest related to an Award
- evidence that all Award funds, property, and other assets have been safeguarded and are used solely for authorized purposes
- a comparison of Award expenditures and budgets

- the district's written procedures to minimize the elapsed time between the transfer of funds and disbursement by the district, when possible, to receive funds in advance from the FAA
- the district's written procedures for determining the allow ability of costs in accordance with 2 CFR part 200 subpart E and the terms and conditions of the Award

### Records Retention Timeline

The district will maintain all records pertinent to any Awards it receives. All documents will be maintained a minimum of 5 years from the date of submission of the final expenditure report OR 5 years from the date of the quarterly or annual financial report UNLESS there are pending claims related to project OR the FAA has notified the district the records should be maintained longer OR the records have been transferred to or are maintained by the FAA or State Entity. The district will retain records for real property and equipment maintained for 5 years after final disposition.

### Interest on Advance Award Payments

It is the policy of the Board of Education that Awards be received in reimbursement of and not in advance of the actual expenditure of funds. If the Board specifically authorizes the receipt of advance Award payments for a particular grant or program, the Executive Director of Finance is responsible for maintaining advance Award payments in an interest bearing account unless:

- the district receives less than \$120,000 in Awards per year
- the district would earn less than \$500 per year in interest on federal cash balances
- the depository would require an unfeasible minimum balance
- the banking system prohibits interest bearing accounts

Executive Director of Finance is responsible for retaining up to \$500 per year of interest earned on Awards for the district to utilize for administrative expenses. Executive Director of Finance is responsible for remitting any additional earned interest to the Department of Health and Human Services Payment Management System.

### Budgeting

Director of Federal Programs is responsible for regularly reviewing budgets and expenses and making appropriate reports and requests for deviations in the budget or project scope.

### Real Property, Equipment, and Supplies

The district will appropriately insure all real property, equipment, and supplies (“Property”) acquired or improved with Awards, and will take reasonable steps to safeguard and adequately maintain the Property. All Property will be labeled.

The district will not encumber Property acquired or improved with an Award without prior approval from the FAA.

The district will maintain appropriate records of the Property. These records will include, as applicable, a description, serial/identification number, source of funding (including the Federal Award Identification Number), name of title holder, acquisition date, cost, percentage of federal participation in the project’s cost, location, use and condition, disposition data (including date of disposal and sale price).

The district will conduct an inventory of Property, at least every 2 years, and will review/update the inventory annually. The district will include the following information on the inventory: fund source, description, serial number, acquisition date, acquisition cost, and location.

The district will use the Property as long as needed, and may make the Property available for other federal projects as long as this will not disrupt the intended use.

Once the Property is no longer needed, it will be disposed of in accordance with current federal standards.

Property purchased for a Title I, Part A Targeted Assistance program will be reserved only for identified students.

### **General Procurement Standards and Vendor Selection**

#### General Standards

The district will follow its standard procurement policies and procedures when spending Award funds, except when a federal requirement is more stringent, in which case the district will adhere to the more stringent requirement. Director of Federal Programs & Special Services Director is responsible for overseeing that contractors perform in accordance with the terms of their contracts / purchase orders.

Any employee who has oversight or compliance responsibilities for administering an Award will comply with the district’s stated conflict of interest policy above.

The district will use processes and analysis designed to avoid acquiring

unnecessary and duplicative items and will actively attempt to make economical purchases with Award funds. This may include, when appropriate, consideration of leases, shared service agreements, use of federal excess and surplus property, and value engineering clauses in construction contracts.

The district will only award contracts to responsible contractors possessing the ability to successfully perform. In determining whether a contractor is a responsible contractor, the district will consider integrity, compliance with public policy, record of past performance, and financial and technical resources.

The district will maintain adequate records detailing the history of procurement, including the rationale for the procurement method, selection of the contract type, contractor selection or rejection, and the basis for the contract price for all Awards.

In procurement with Awards, the district will only use time and material type contracts after determining that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. If such a contract is used, the district will utilize extra oversight on the project.

The district will utilize good practices and sound business judgment to settle all procurement issues related to Awards, including source evaluations, protests, disputes, and claims.

#### Procurement Methods

For procurement processes with Award funds, the district will make technical specifications on proposed procurements available to the FAA or State Entity if requested.

All contracts connected with an Award will comply with 2 C.F.R. §200.326.

For all procurements using funds from an Award, the district will utilize one of the procurement methods identified below:

- Micro-purchase will be utilized for purchases under \$3,500 (or \$2,000 if the purchase is subject to the Davis-Bacon Act). The district will attempt to distribute these purchases equitably among qualified suppliers, and the district will not solicit competitive quotations if the district believes a purchase price is reasonable.
- Small purchase procedures will be utilized for purchases under the Simplified Acquisition Threshold (\$150,000). When utilizing this procurement method the district will obtain quotes from an adequate number of qualified sources.
- Sealed bids will be utilized when complete, adequate, and realistic

specifications are available, multiple bidders are willing and able to compete effectively for the business and the procurement lends itself to a firm fixed price and the successful bidder can be made principally on the basis of price. When utilizing this procurement method, the district will timely and publicly issue the invitation for bids - including adequate information about the project. All the bids will be publicly opened as prescribed in the invitation for bids, and the contract will be awarded in writing to the lowest responsible bidder. If a sealed bid is rejected, the district will document the reason for the rejection.

- Competitive proposals will be utilized when other procurement methods are not appropriate. The first step of the competitive proposal process is getting an independent estimate. When utilizing this procurement method, the district will publicize the evaluation factors and their relative importance to an adequate number of qualified sources and will consider all responses. The district will use an established, written method for conducting technical evaluations of the proposals (including receiving independent estimates before receiving bids or proposals) and award the project to the proposal which is most advantageous to the district.

The district may also use competitive proposals for qualifications-based procurement of architectural/engineering (A/E) services to award proposals to the most qualified competitor – subject to fair and reasonable compensation. The district will not use this type of procurement to purchase other types of services through A/E firms.

- Noncompetitive proposals will be utilized when an item is only available from a single source, there is an urgent situation which precludes the delays associated with competitive selection, the FAA or State Entity has expressly authorized this method, or solicitation from multiple sources has yielded inadequate competition.
- Negotiating Profit will be negotiated as a separate element of the price for each contract if there is no price competition and in all cases where cost analysis is performed.

For all procurements using funds from an Award, the district:

- will not utilize a cost plus a percentage of cost or percentage of construction cost method of contracting
- will not accept bids or proposals from a contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, or similar documents
- will not unnecessarily restrict bidders to a specific geographic area

- will ensure that if a list of prequalified persons, firms or products are used, that the list is current and includes enough qualified sources to ensure maximum open and free competition
- will take appropriate affirmative steps to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms (“target groups”) are included in its contracting process, including:
  - including target groups on the solicitation list and ensure that these target groups are solicited whenever they are potential sources
  - dividing total requirements, if economically feasible, to permit maximum participation by target groups
  - establishing delivery schedules, when possible, which encourage target groups to participate
  - utilizing groups which interface with the target groups (e.g., Small Business Administration, Minority Business Development Agency of the Department of Commerce, etc.)
  - requiring the prime contractor, if using subcontracts, to take these same affirmative steps to include target groups
  - ensuring the district and all its contractors comply with the § 6002 of the Solid Waste Disposal Act, including procuring only items which contain the highest percentage of recovered materials practicable for purchases over \$10,000, procuring solid waste management services which maximize energy and resource recovery, and establishing an affirmative procurement program for procuring recovered materials identified in EPA guidelines.

Suspension and Debarment

The following language shall be included within the terms of any contract for goods and services that will be paid for using federal funding:

Certification Regarding Debarment, Suspension and Ineligibility

To the best of its knowledge and belief, the contractor or any of its principals are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the contractor or its principals in the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS” published by the U.S. General

Services Administration Office of Acquisition Policy.

The prospective lower tier participant shall provide immediate written notice to the District if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier participant agrees by accepting this agreement that it will verify that the person it intends to do business with is not excluded or disqualified.

ADOPTED: December 14, 2015

REVISED: October 8, 2018



## 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 race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information.

APPROVED: June 11, 1973

REVISED: July 20, 1987; July 17, 1989; October 21, 1993; July 13, 1998;  
September 19, 2005; December 10, 2012; September 14, 2015

## **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 to 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

<b>6.6 EVALUATION AND REVIEWS, SUSPENSION, TERMINATION AND NON-RENEWAL, AND REDUCTIONS IN FORCE</b>
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**6.6 - 1.0 EVALUATION OF TEACHERS**

Evaluation is a continuous process; however, formal evaluation will be administered according to the following schedule:

- Teachers who have been rated “superior” or “highly effective” under the district’s TLE system and who have completed a minimum of three (3) consecutive school years with the district may be evaluated every three school years, at the discretion of the building principal and if such practice is permitted by the district’s TLE model. For any school year in which a teacher evaluation will not be conducted, the building principal will notify any affected teacher, in writing, that no annual evaluation will be conducted for the teacher that year. A copy of the notice will be included in the employee’s personnel file.
- Teachers with three (3) or more consecutive complete school years of service in the school district and who have not been rated “superior” or “highly effective” under the district’s TLE system shall be evaluated at least once each school year.
- Teachers with less than three (3) consecutive complete school years of service with the school district will be evaluated at least once per school year and in accordance with the district’s TLE model. At a minimum, these teachers will receive formative feedback at least twice per school year, once during the fall semester and once during the spring semester of each school year.

All teachers, even career teachers who are not evaluated during exemption years, must still participate in any professional development / growth goals required by the Oklahoma State Department of Education.

Any teacher for whom student performance data is available will receive feedback regarding that data as a part of the evaluation process. The evaluator may consider that data when evaluating the teacher’s effectiveness.

Any teacher who is rated as “needs improvement” or “ineffective” under the district’s TLE system will be given a comprehensive remediation plan and instructional coaching. The plan and coaching will be developed and implemented based on sound educational practices in conjunction with the unique circumstances affecting the teacher.

Nothing in this policy shall prevent a formal written evaluation of any employee on occasions more often than set forth herein.

All evaluations shall be in writing and the evaluation documents and responses thereto will be maintained in the teacher’s personnel file.

This policy and the evaluation form utilized to effectuate this policy shall promptly be made available to all persons subject to this policy.

APPROVED: September 9, 2013

REVISED: September 14, 2015; September 12, 2016

## **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 no later than 15 days after the first Monday in June 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 more than 15 days after the first Monday in June 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 less than 15 days after the first Monday in June, 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 received more than 15 days after the first Monday in June, 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 no later than 15 days after the first Monday in June 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.

APPROVED: February 11, 1991; October 21, 1993

REVISED: July 13, 1998; September 19, 2005; August 10, 2009; September 9, 2013

### **6.6 – 3.0 SUSPENSION, DISMISSAL AND NONREEMPLOYMENT OF TEACHERS**

#### **1. Definitions and Scope**

- A. "Teacher" means a duly certified or licensed person who is employed to serve 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, nonadministrative capacity.
- B. "Dismissal" means the discontinuance of the teaching service of a teacher during the term of a written contract.
- C. "Nonreemployment" means the nonrenewal of a teacher's contract upon expiration of the contract.
- D. "Suspension" means the temporary discontinuance of a teacher's services during the term of a contract pending dismissal or nonreemployment.
- E. "Career teacher" means a teacher who:
  - i. was employed by the district prior to the 2017-2018 school year and has completed three (3) or more consecutive complete school years in such capacity in the district under a written teaching contract; or
  - ii. was first employed by the district during or after the 2017-2018 school year under a written teaching contract and:
    - completed three (3) consecutive, complete school years in the district and has an evaluation rating of "superior" for at least two (2) of those years; or

- completed four (4) consecutive, complete school years in the district with averaged rating of “effective” or higher for the four (4) year period with ratings of at least “effective” for the last two (2) of the four (4) years; or
- completed four (4) consecutive, complete school years in the district and was granted career status by the board of education after the applicable principal and superintendent petitioned the board to grant the teacher career status. (The principal’s petition must specify the facts which support granting career status.)

F. "Probationary teacher" means a teacher who:

- i. was employed by the district prior to the 2017-2018 school year and has completed fewer than three (3) consecutive, complete school years in such capacity in the district under a written teaching contract; or
- ii. was employed by the district during or after the 2017-2018 school year under a written teaching contract and has not met the requirements to be a career teacher as described above.

G. “Abandonment of contract” means a teacher’s failure to report at the beginning of the contract term or otherwise perform the assigned duties when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the employment contract.

H. This policy does not apply to:

- i. substitute teachers,
- ii. adult education teachers or instructors,
- iii. nonrenewal of teachers employed on temporary contracts for a complete year;
- iv. nonrenewal and dismissal of teachers employed on temporary contracts for less than a complete school year.
- v. administrators, except with regard to service in an instructional, non-administrative position.

I. 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 "nonreemployment" at the expiration of the grant.

2. Grounds for Dismissal or Nonreemployment

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

- i. willful neglect of duty,
- ii. repeated negligence in performance of duty,
- iii. incompetency,
- iv. unsatisfactory teaching performance,
- v. instructional ineffectiveness (starting in 2017-1018 this includes but is not limited to being evaluated as “needs improvement” or lower for 3 consecutive years),
- vi. mental or physical abuse to a child,
- vii. commission of an act of moral turpitude,
- viii. abandonment of contract,
- ix. 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,
- x. failure to meet local school board staff development requirements (non-reemployment only),
- xi. engaging in acts which could form the basis of criminal charges sufficient to result in denial/revocation of a teaching certificate, or
- xii. any other grounds hereafter allowed by law.

B. A career teacher shall be dismissed or not reemployed for

- i. conviction of a felony,
- ii. conviction of any sex offense subject to Oklahoma’s Sex Offenders Registration Act or another state’s or the Federal Sex Offender Registration Provisions, or



- iii. instructional ineffectiveness. Starting in 2017-2018, this includes teachers with an ineffective rating for 2 consecutive school years.

Although the law permits the board to approve a superintendent's recommendation that ineffective teachers be retained, the board will not approve such recommendations.

- C. A probationary teacher may be dismissed or not reemployed for cause, including but not limited to engaging in acts which could form the basis of criminal charges sufficient to result in denial/revocation of a teaching certificate. Starting in 2017-2018, cause includes, but is not limited to, an ineffective rating for 2 consecutive school years or failure to obtain career status in 4 years.
- D. A probationary teacher shall be dismissed or not reemployed for
  - i. conviction of a felony,
  - ii. conviction of any sex offense subject to Oklahoma's Sex Offenders Registration Act or another state's or the Federal Sex Offender Registration Provisions,
- E. A cause listed 2A(i) - (v) 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 nonreemployment for any cause not listed in 2A(i) - (v) 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.
- F. Corrective Action – Admonishment / Plan for Improvement
  - i. When an evaluator who has evaluated a teacher pursuant to district policy identifies poor performance, conduct or an evaluation rating which the evaluator believes may lead to a recommendation for the teacher's dismissal or nonreemployment, the evaluator shall:
    - admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
    - establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the rating on the evaluation or the nature and gravity of the teacher's performance or conduct.

- ii. 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 nonreemployment of a teacher, the evaluator who has responsibility for evaluation of the teacher shall be informed and shall admonish the teacher as described above. If the evaluator 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.
- iii. If the teacher does not correct the poor performance or conduct cited in the admonishment within the time specified, the admonishing official shall make a recommendation to the superintendent for the teacher's dismissal or nonreemployment. The superintendent shall furnish a copy of the recommendation to the board of education.
- iv. The District will not prohibit, or take disciplinary action against, a teacher for:
  - a. Disclosing public information to correct what the teacher reasonably believes evidences a violation of the Oklahoma Constitution or law or rule promulgated pursuant to law;
  - b. Reporting a violation of the Oklahoma Constitution, or state or federal law; or
  - c. Taking any of the above actions without giving prior notice to the teacher's supervisor or anyone else in the teacher's chain of command.

Reporting means providing a spoken or written account to a supervising teacher, administrator, school board member, representative from the State Department of Education, law enforcement official, district attorney and/or parent or legal guardian of a student directly impacted by the actions.

The District may discipline any teacher who violates a student or parent/legal guardian's confidentiality rights and protections pursuant to the Family Educational Rights and Privacy Act (FERPA) and any other state or federal law which requires confidentiality of information concerning students.

### 3. Procedures for Dismissal or Nonreemployment

#### A. Commencement of Action

- i. Whenever the superintendent determines that cause exists for a district teacher's dismissal or nonreemployment, the superintendent shall submit a written recommendation to the board of education. The recommendation shall state the specific

ground(s) (statutory grounds, in the case of a career teacher) and specify the underlying facts on which the recommendation is based.

- ii. 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 nonreemployment 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.

B. Suspension

Whenever the superintendent believes cause exists for a teacher's dismissal and that the immediate suspension of the teacher would be in the best interests of students, 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 law. Within ten (10) days after the suspension becomes effective, the board of education shall initiate a hearing for dismissal pursuant to 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.

C. Notice and Hearing

- i. Prior to taking action to dismiss or nonreemploy a teacher, the board clerk or designee shall deliver a copy of the recommendation (or comparable statement of the grounds and underlying facts if the board is acting on its own volition) and notice of hearing rights to the affected teacher. The notice shall contain the date, time, and location of the hearing and shall be delivered by (i) certified mail, restricted delivery, return receipt requested; (ii) personal delivery, with a signed acknowledgment of receipt from the teacher; or (iii) process server. Delivery must be made to the teacher prior to the first Monday in June for a nonreemployment. The hearing shall be held between 20 and 60 days from the teacher's receipt of the hearing notice.
- ii. The 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 the paragraphs below.

- iii. The 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 nonreemployment. The teacher shall then have the right to present the teacher's side of the matter. After both the school administration and the teacher have fully presented their respective positions, the board of education shall deliberate on the evidence regarding the teacher's dismissal or nonreemployment in executive session.
- iv. At the hearing, the 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 teacher desires to offer. The burden of proof for any dismissal or nonreemployment shall be on the superintendent (or designee), and the standard of proof shall be a preponderance of the evidence.
- v. After due consideration of the evidence and testimony presented at the 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 nonreemploy the teacher. The decision shall be made by a majority of the board of education members present at the meeting and shall be final and nonappealable  
  
The motion to dismiss or nonreemploy the teacher should state the specific cause for dismissal or nonreemployment, although such cause need not be a statutory cause for a probationary teacher.
- vi. The 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.
- vii. The 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 teacher's hearing is for nonreemployment, and not for dismissal, the teacher's compensation and benefits may continue only until the end of the teacher's current contract.

D. Criminal Matters

Whenever the superintendent (or board) makes a recommendation for a teacher's termination based on conduct which could form the basis of criminal charges sufficient to warrant revocation of the teacher's

certificate, the superintendent shall forward a copy of the recommendation to the Oklahoma State Department of Education and the teacher at the conclusion of any due process provided to the teacher or upon acceptance of the teacher's resignation.

Reference: 70 O.S. §6-101, OAC 210-1-5-8

ADOPTED: September 19, 2005

REVISED: August 10, 2009; October 11, 2010; October 10, 2011;  
December 10, 2012; September 9, 2013; October 8, 2018

#### **6.6 – 4.0      REDUCTION IN FORCE**

##### 1.      General Matters

- A.      Reasons for a Reduction in Force. A teacher may be dismissed or nonreemployed when the board decides that due to (i) a financial exigency or (ii) a program change for institutional reasons or (iii) a decline in enrollment or (iv) other business necessity as determined by the board, a reduction in teaching staff is necessary.
  
- B.      Definitions. For the purpose of this policy, the following terms have the stated meanings:
  - 1.      "Financial exigency" means a reduction in the School District's financial resources resulting from declining enrollment or any other action or event that in the sole judgment of the board of education will result in a reduction in the School District's current or future operating budget.
  
  - 2.      "Program change" means any elimination, curtailment or reorganization of a curriculum offering, program or school operation or a reorganization or closing of a school or consolidation of two or more individual schools or school districts that is unrelated to financial exigency.
  
  - 3.      "Declining enrollment" means a decrease in the School District's total enrollment or enrollment in a particular program or curriculum offering which in the sole judgment of the board of education may adversely affect the School District's current or future allocation of funds and/or the necessity of maintaining certain current or future class sections or curriculum offerings.
  
- C.      Criteria for Eliminating Positions. The primary criterion in effectuating any reduction in force shall be the maintenance of a sound and balanced

educational program that is consistent with the functions and responsibilities of the School District. In evaluating its program, the superintendent and the board will consider the elimination of teaching positions, not the teachers occupying those positions. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, the needs of students and those extra duty assignments that require special skill or expertise.

D. Priority. In determining which teacher(s) will be dismissed or nonreemployed when one or more of a number of identical positions is eliminated, the following criteria, **in this order**, shall govern:

1. The School District will dismiss or nonreemploy the teacher(s) who has the lowest composite rating under the School District's Teacher and Leader Effectiveness Evaluation System (TLE) in the position being eliminated. Ratings will be calculated by averaging the past three (3) years' ratings (or fewer if 3 years are not available) and will be measured to the nearest hundredth of a decimal point.
2. If the teachers are equal under the above criteria, then the teacher(s) who has the most seniority in the School District will be retained.
3. If the teachers are equal under the above criteria, then the School District will retain the teacher(s) who currently holds a contracted extra duty assignment, IF, after the reduction in force, that teacher will continue to be assigned such extra duty assignment.
4. If no contracted extra duty assignment exists, the School District will retain the teacher who meets any federal requirements, such as "highly qualified" under No Child Left Behind, for the courses assigned to that teacher.
5. If the teachers are equal under the above criteria, the School District will retain the teacher with the most advanced academic degree status.
6. If degree status is equal, the School District will retain the teacher having the most versatile certificate in order to enable the School District to have flexibility in planning future curriculum.
7. If versatility of certificates is equal, the School District will retain the teacher chosen by lot through a process determined by the Superintendent or the Superintendent's designee.

- E. Bumping. If a teacher's position is eliminated and the teacher scheduled to be dismissed or nonreemployed (after going through the criteria in section "D" above) has a composite TLE score of effective, as defined by the district's TLE model, then in the administration's sole discretion, that teacher may be placed in another position for which the teacher is certified to teach, if the other position is currently held by a teacher who has a composite TLE score that is below effective. Under those circumstances, the teacher with the TLE composite below effective will be dismissed or nonreemployed. If two (2) or more teachers in a specific position have the same composite scores, then the process of section (D) will be used to determine who is dismissed or nonreemployed.
- F. Adult Education Teachers. The dismissal and nonreemployment provisions of the Teacher Due Process Act of 1990 do not apply to adult education teachers. Accordingly, adult education teachers are not covered by the protections of this policy and, unless otherwise required by law, are subject to a reduction in force without notice and without compliance with this policy.

## 2. Procedures

- A. Action by Superintendent. The superintendent, upon receipt of the board's preliminary determination of the necessity for a reduction in force, or upon the superintendent's own volition, shall submit to the board the superintendent's written recommendations for terminating particular teaching positions. In making recommendations, the superintendent (i) shall not be limited to considering only positions in the areas or programs designated by the board and (ii) shall consult with each principal or other administrator in whose school or unit a position elimination/termination is proposed and (iii) shall take into consideration the criteria set out herein.
- B. Action by Board. 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, the board may initiate action without such recommendation provided that it adheres to the other provisions of this policy.
- C. Notice and Hearing Procedures. Prior to taking any action to nonreemploy or dismiss a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own volition, the board shall provide notice and an opportunity for hearing to the affected teacher; provided, however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing

procedures shall be the same as those provided by Oklahoma law and board policy regarding dismissal and nonreemployment of teachers for cause. Notice of a recommendation of nonreemployment shall be given to the teacher prior to the 1<sup>st</sup> Monday in June.

- D. Hearing. At the hearing, evidence may be presented by the administration and the teacher, as to (i) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the School District and (ii) whether the recommendation to not renew (or dismiss) the specific teacher is being made in good faith and pursuant to the process set out herein.
- E. Effect of Board Decision. The decision of the board based on the evidence presented at the hearing shall be final and unappealable.

### 3. Reemployment or Other Employment After Reduction in Force

- A. Recall. The recall provisions in this process will only apply and be available to a teacher who had a composite TLE score of at least effective at the time of his/her nonreemployment (or dismissal). For one school year after the effective date of nonreemployment (or dismissal) due to a reduction in force, the board of education shall not fill the specific position previously held by a teacher who was nonreemployed (or dismissed) due to a reduction in force without first offering such position to the nonreemployed (or dismissed) teacher. If more than one nonreemployed (or dismissed) teacher is both certified and qualified for a position which the teachers previously held with the School District and which becomes available, the board, after receiving the superintendent's advice, shall select the teacher it believes will best fill the position. Nothing in this policy shall give to any nonreemployed (or dismissed) teacher priority rights to fill a vacancy which becomes available and for which they are certified and qualified unless such position is identical to the position which they previously held with the School District.
- B. Recall Procedures. The offer of reemployment shall be made personally or by certified mail, return receipt requested, and the teacher shall be notified that if he/she wishes to accept, he/she must do so in writing within five (5) calendar days of receipt of notice or within ten (10) calendar days of the postmark on the envelope in which the offer is mailed, whichever is shorter. Failure to receive timely acceptance of the offer of reemployment eliminates all reemployment rights of the teacher.
- C. Status After Recall. A career teacher who has been nonreemployed (or dismissed) and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is nonreemployed (or dismissed) but is then reemployed within one school year



shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

4. Interpretation and Application

The interpretation and application of any provision of this policy shall be the exclusive province of the Board of Education.

Adopted: December 10, 2012

### **III. SUPPORT SECTION**

<b>6.2 EMPLOYMENT</b>
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**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.

### **6.4 - 12.0 TEACHER CERTIFICATION STIPEND**

Support employees who become a certified teacher in the State of Oklahoma while employed at Ponca City Schools will be paid a one-time stipend of \$1500 if they are hired by the district to serve as a full time certified teacher within two years of receiving their initial certification. Should the teacher only be hired for a portion of the school year, the stipend will be prorated based on the number of months within the teacher's contract. The stipend will be paid to the teacher after the earlier of (1) serving four months as a full time certified teacher or (2) completing the full term of their certified teaching contract. This stipend will be processed within the District's regular payroll. Employees who receive emergency certified are ineligible for this stipend—even if they later receive a different form of certification.

If for any reason said employee does not fulfill their contractual obligation, the employee agrees to reimbursement of the stipend in full by deduction from the employee's final paycheck and repayment of any amount in excess of the employee's final paycheck.

ADOPTED: October 8, 2018

REVISED: November 12, 2018

## **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 sick 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, father, grandparent or grandchild 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 185 days.

REVISED: July 13, 1998; September 19, 2005; August 21, 2006; July 1, 2012

**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 fifteen (15) years or more in the Ponca City School System, twenty dollars (\$20.00) for each unused sick leave day up to a maximum of 180 days.

ADOPTED: July 13, 1998; September 19, 2005; August 21, 2006; September 14, 2015

**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 transferred to their retirement bank.

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 to be used within 30 days of death. 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 cost of substitute 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;  
December 8, 2008; September 11, 2017

**6.5 - 11.0      PERSONAL BUSINESS LEAVE**

Three days of personal business leave will be granted upon request by a support employee at cost of substitute. 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 support employee and approved by site administrator. The request needs to be made three (3) days in advance, except in an emergency situation.

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; September 11, 2017

**6.5 - 12.0      PERSONAL BUSINESS LEAVE FOR RETIRING EMPLOYEES**

A retiring employee, who has completed fifteen (15) years or more in the Ponca City School System, has the option to:

- Convert unused personal business days to unused sick leave days for the purpose of retirement;
- Cash in personal business days for \$40.00 per day; or
- Any combination of either option.

ADOPTED: September 14, 2015

**6.5 – 13.0      BREASTFEEDING**

For up to one (1) year after a child’s birth, any employee who is breastfeeding her child will be provided reasonable break time each day to express breast milk for her child. The break time, if possible, shall run concurrently with any break time, paid or unpaid, already provided to the employee.

Each building administrator will designate a private area, other than a restroom, where an employee can express breast milk. The designated area shall be a space where intrusion from co-workers, students and the public can be prevented, and one where an employee who is using this area can be shielded from view.

Time required for breastfeeding breaks is considered unpaid time under the Fair Labor Standards Act. An employee may make up the time taken for such breaks by designating a lunch period as a breastfeeding break, adjusting her work schedule with the approval for her supervisor to make up the time taken for breastfeeding breaks, using personal leave for time used for breastfeeding breaks, or opting for leave without pay for time used for breastfeeding breaks.

ADOPTED: October 8, 2018



<b>6.6 EVALUATIONS AND REVIEWS, SUSPENSION, DEMOTION, TERMINATION, NON-RENEWAL AND REDUCTION IN FORCE</b>
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**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**

1. Definitions

- A. "Support Employee" shall mean an employee of the district who provides those services, not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of the district.
- B. "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 district for a minimum of 172 days per year.
- C. "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 4.B(1), below or as a suspension pending investigation as provided in paragraph 4.B(2), 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.
- D. "Suspension with pay" may occur in those situations in which the superintendent or his or her 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 district's premises and the support employee is temporarily relieved of his or her duties pending a hearing under paragraph 4, below.

- E. "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.
- F. "Termination" shall mean the discharge of the support employee from his/her employment with the district during the term of his/her contract and does not include the cessation of employment upon expiration of the support employee's contract.
- G. "Non-reemployment" 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.

2. Policy On Suspension, Demotion, Termination Or Non-Reemployment Of Full-Time Support Employees

A full time support employee who has been employed by the 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 section 3 of this policy, "cause" shall also specifically include lack of funds or lack of work. Any support employee who has been employed by the 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.

3. Cause For Suspension, Demotion, Termination Or Nonreemployment

- A. A support employee may be suspended, demoted, terminated or non-reemployed during the term of his/her contract for any of the following:
  - i. Violation of any rule, regulation or requirement issued by the office of the superintendent or board of education of the district; or
  - ii. 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.
- B. The rules, regulations and requirements referred to above and the Rules for Conduct shall be furnished to each support employee at the time of his/her initial employment. In the event these rules are updated, a copy shall be timely distributed to support employees.

4. Procedures For Suspensions Without Pay, Terminations And Demotions

- A. 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:
- i. The superintendent of schools or his or her designee shall orally advise the support employee of the cause or basis for the proposed disciplinary action;
  - ii. The superintendent of the district or his or her designee shall explain to the support employee the evidence against the support employee;
  - iii. The superintendent of the district or his or her designee shall allow the support employee an opportunity to present his or her side of the matter.
- B. After the support employee is afforded the above hearing rights the superintendent of the district or his or her designee may take any of the following actions:
- i. Suspension without pay for ten (10) working days or less as a disciplinary measure;
  - ii. Suspension without pay pending investigation as to whether cause exists for the termination of the support employee;
  - iii. Demotion of the support employee;
  - iv. Termination of the support employee;
  - v. Conclude that no disciplinary action is appropriate.
- C. 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 in section 6 below.

5. Procedures For Non-Reemployment

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

- A. The board of education or the superintendent of the district or his or her 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;
- B. The written notification shall set out the cause(s) for such action;
- C. The support employee shall have the right to contest his or her non-reemployment before the board of education as set forth in the Procedures for Appeal to the board of education in section 6 below.

6. Procedures For Appeal To The Board Of Education

- A. 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.
- B. 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 postmark shall be used to determine the timeliness of the notice.
- C. 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 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 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.
- D. Hearing before board of education:
  - i. 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.

- ii. 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 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 or her rights at the hearing. Following this statement, the district 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 district administration. The support employee shall then have the right to present his/her side of the matter. After both the district 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.
- iii. 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.
- iv. The decision of the board of education at the hearing shall be final and non-appealable.

7. 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

REVISED: October 10, 2011; October 13, 2014

### **SUPPORT EMPLOYEE RULES FOR CONDUCT**

A support employee may be suspended, demoted, terminated or nonreemployed for violation of any of the following Rules for Conduct, as well as other standards of conduct included in school district policies:

1. Falsification of personnel or other records.
2. Unexcused failure to be at work station at starting time.
3. Leaving work station without authorization prior to lunch periods, or end of work day.
4. Abandonment of job (3 or more consecutive or non-consecutive absences in a rolling 6 month period without following the proper reporting procedures).
5. Unapproved or excessive absenteeism.
6. Chronic absenteeism for any reason.
7. Unapproved or excessive tardiness.
8. Chronic tardiness.
9. Wasting time or loitering during working hours.
10. Leaving work area during work hours, without permission, for any reason.
11. Possession of weapons on school premises<sup>1</sup>, in school district vehicles or while on duty.
12. Removing school district property or records from school district premises

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<sup>1</sup> Support personnel with a valid handgun license pursuant to the Oklahoma Self Defense Act may possess a handgun in the school parking lot but that weapon must be stored in the employee's vehicle pursuant to Oklahoma law.

without proper authority.

13. Willful abuse, misuse, defacing, or destruction of school district property, including tools, equipment, or property of other employees.
14. Theft or misappropriation of property of employees or students of the school district.
15. Sabotage.
16. Distracting the attention of others.
17. Refusal to follow instructions of supervisor.
18. Refusal or failure to do work assignment.
19. Unauthorized operation of machines, tools, or equipment.
20. Threatening, intimidating, coercing or interfering with employees or supervisors.
21. Threatening, intimidating, coercing or exploiting students.
22. The making or publishing of false, vicious, or malicious statements concerning any employee or supervisor.
23. Creating a disturbance on school premises including but not limited to engaging in quarrelsome behavior and fighting.
24. Creating or contributing to unsanitary conditions.
25. Actions or omissions that jeopardize the health, safety, life, or property of self or others.
26. Practical jokes injurious to other employees, students or school district property.
27. Possession, consumption, or reporting to work under the influence of beer, alcoholic beverages (including wine), non-prescribed drugs, or controlled dangerous substances.
28. Disregard of known safety rules or common safety practices.
29. Unsafe operation of motor driven vehicles or equipment.
30. Operating machines or equipment without using the safety devices

provided.

31. Gambling, lottery, or any other game of chance on school district property.
32. Unauthorized distribution of literature, written or printed matter of any description on school district property.
33. 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.
34. Poor workmanship.
35. Immoral conduct or indecency including abusive and/or foul language.
36. Excessive personal calls during working hours, except for emergencies. This includes in-coming and out-going calls.
37. Walking off job.
38. Clocking in or out on another employee's time card or time sheet.
39. Smoking or using tobacco products in an unauthorized area, including the use of e-cigarettes, personal vaporizers and other similar devices, regardless of whether those devices are used with cartridges containing nicotine.
40. Refusal of job transfer, if the transfer does not result in a demotion.
41. Abuse of "breaks" (rest periods) or meal period policies.
42. Insubordination of any kind.
43. Dishonesty of any kind, including withholding pertinent information from a supervisor.
44. Wrongdoing of any kind.
45. Violation of a law or regulation.
46. Sexual harassment of an employee, a student or a third party such as a patron or vendor.
47. Violation of a policy or rule enacted to ensure orderly and proper job performance or for the safety of self or others.



48. Misuse or abuse of any school district leave policy or guidelines.
49. Any intentional act or omission which constitutes a material or substantial breach of job duties, responsibilities or obligations.
50. Any conduct which the employee knew or should have reasonably known was a violation of school rules or policies.
51. When it is in the best interest of the school district, any support personnel may be suspended, demoted, terminated or nonreemployed.
52. 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 nonreemployment for 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 (with or without reasonable accommodation) 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 condition resulting in the extended absence.

#### **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 nonreemployment, pursuant to this policy's provisions, the Board shall not replace any support personnel who have been terminated or nonreemployed in accordance with this policy without first offering the position to the former support personnel who have been terminated or nonreemployed. The Board shall offer employment in the reverse order to the employees who were last terminated or nonreemployed 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 sick 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, father, grandparent or grandchild. “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; August 21, 2006; July 1, 2012

**6.5 - 7.0      SICK LEAVE PAY FOR RETIRING EMPLOYEES**

The Ponca City Board of Education will pay a retiring administrator, retiring through the Oklahoma Teacher Retirement System, who has completed fifteen (15) years or more in the Ponca City School System, twenty dollars (\$20.00) for each unused sick leave day up to a maximum of (180) days.

ADOPTED: July 13, 1998; September 19, 2005; August 21, 2006; September 14, 2015

**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 transferred to their retirement bank.

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 to be used within 30 days of death. 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 cost of substitute 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;  
December 8, 2008; September 11, 2017

#### **6.5 - 11.0 PERSONAL BUSINESS LEAVE**

Three days of personal business leave will be granted upon the request by an administrator. 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; September 11, 2017

**6.5 - 12.0 PERSONAL BUSINESS LEAVE FOR RETIRING EMPLOYEES**

A retiring administrator retiring through the Oklahoma Teachers Retirement System, who has completed fifteen (15) years or more in the Ponca City School System, has the option to:

- Convert unused personal business days to unused sick leave days for the purpose of retirement;
- Cash in personal business days for \$40.00 per day; or
- Any combination of either option.

ADOPTED: September 14, 2015

<b>6.6 EVALUATION AND REVIEWS, SUSPENSION, TERMINATION, AND NON-RENEWAL</b>
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**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. All certified administrators shall be evaluated annually by properly trained personnel designated by the superintendent. The evaluation will be based on the district’s TLE model and a written copy of the evaluation will be provided to the administrator. The completed evaluation instrument and any timely administrator response shall be included in the administrator’s personnel file.

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.

Nothing in this policy shall prevent a formal written evaluation of any employee on occasions more often than set forth herein. All evaluations shall be in writing and the evaluation documents and responses thereto will be maintained in the administrator’s personnel file. This policy and the evaluation form utilized to effectuate this policy shall promptly be made available to all persons subject to this policy.

3. Dismissal or Non-Reemployment of a Principal. After full implementation of TLE, any principal who has received a rating of “ineffective” as measured pursuant to the district’s Oklahoma Teacher and Leader Effectiveness Evaluation System for two (2) consecutive school years shall not be reemployed by the district, subject to the due process procedures provided by law.
4. Dismissal or Non-Reemployment of Administrators. If the person evaluating an administrator or the Board of Education shall determine that the dismissal or non-reemployment of any 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.

Nothing in this policy shall require as a condition precedent to dismissal of any administrator that a prior written evaluation be made of the administrator; provided, however, no action to nonreemploy a certified or non-certified administrator shall occur without a written evaluation of the administrator.

5. 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; September 9, 2013