
POTEAU PUBLIC SCHOOL

SUPPORT PERSONNEL

Any questions direct to the Superintendent (918) 647-7700

SUPPORT PERSONNEL INDEX

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SUPPORT PERSONNEL

A support employee is an employee who provides those services, not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of a school district.

Revised: February 11, 2008

SELECTION AND APPOINTMENT

It shall be a specific function of the Board of Education to establish procedures for the selection of a superintendent.

Except for the treasurer, deputy treasurer, attorney and auditor, deputy clerks, minutes clerk, and encumbrance clerk, employees of the school district will be recommended by the superintendent for appointment. School principals shall be involved in the nominating process for positions within their school. Should a person nominated by the superintendent be rejected by the board, it shall be the duty of the superintendent to make another nomination.

It shall be the duty of the Superintendent of Schools to see that persons nominated for employment meet all qualifications established by law and by the board for the type of position for which nomination is made.

It is unlawful for any person registered under the ***Oklahoma Sex Offenders Registration Act*** of the ***Mary Rippy Violent Crime Offenders Registration Act*** to work with or provide services to children or to work on school premises. It is also unlawful for any person or business that contracts for work to be performed on school premises to knowingly and willfully allow any employee who is registered under either Act to work with children or to work on school premises. Any applicant known to have registered under either Act will be denied employment with the district. (57 O.S., 589).

Revised: February 11, 2008

Revised: February 8, 2010

ELIGIBILITY TO WORK IN UNITED STATES

In compliance with the *Immigration Reform and Control Act of 1986* verification shall be made to insure that employees are eligible to work in the United States. The superintendent shall establish procedures to:

1. Have employees fill out their part of Form I-9 when they start to work.
2. Check documents prescribed by the Immigration and Naturalization Service to establish an employee's identity and eligibility to work.
3. Properly complete the Form I-9.
4. Retain the Form for at least three years and for those who work more than three years to retain it one year after the person leaves employment.
5. Present the Form for inspection to an INS or Department of Labor Officer upon request.

Current INS publications regarding Form I-9 shall serve as the guide for carrying out this policy.

Revised: February 11, 2008

Revised: February 8, 2010

EMPLOYMENT BACKGROUND CHECKS

It is the policy of the Board of Education that a felony records check shall be conducted of all prospective employees. A written consent will be required from the prospective employees consenting to a felony check to be conducted as authorized by Oklahoma law. The records check shall be initiated by the school district's written request, through the superintendent, to the State Board of Education and will be forwarded for processing the criminal check with the Oklahoma State Bureau of Investigation (OSBI) and Federal Bureau of Investigation (FBI).

If the applicant for employment meets all other criteria for employment, the applicant may be employed on a Temporary Contract with Notice of Limited Employment for up to sixty (60) days pending receipt of a felony records search results. If the felony records search report is received and shows no felony record, the employee and district shall enter into an employment contract. If a felony conviction is shown on the report, then employment will end.

Revised: December 13, 2010

FELONY RECORDS SEARCH PROCEDURES

Prospective Employees

The district will obtain the results of a national felony record search of the names and fingerprints of every prospective school district employee. During the first interview with each employment applicant, the applicant will be advised that:

1. The school district requires a national felony record search of every prospective employee's name and fingerprints as a condition of employment;
2. To enable the school district to request the search and obtain the results, the applicant must complete and sign an Authorization and Release Form provided by the district;
3. The school district will request a felony record search only if the superintendent recommends employment of the applicant.
4. If the superintendent recommends employment of the applicant, the applicant may be required to pay the search fee, which will not exceed \$50;
5. The district will reimburse the applicant for the fee unless the search disclosed a prior felony offense conviction.

6. If the superintendent recommends employment of the applicant, the applicant must permit the district designated law enforcement service to fingerprint the applicant; and
7. The applicant, if placed on duty prior to receipt of the felony search results, will be classified as a temporary employee with notice of limited employment until the district is notified that the search is clear of any felony record.

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

Current Employees

The district will also request a national felony records search of the name and fingerprints of any current employee if the Board of Education recommends a search that employee's felony record.

Substitute Teachers

Any person applying for employment as a substitute teacher shall only be required to have one such felony records search for the school year. Upon request of the substitute teacher, that felony records search results may be sent to any other school district in which the substitute teacher is applying to teach.

Revised: July 27, 1998

Revised: December 13, 2010

EMPLOYEES CHARGED WITH CRIMES

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

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

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

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

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

**POTEAU PUBLIC SCHOOLS
SUPPORT PERSONNEL POLICY**

Support Personnel

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

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

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

Adopted: September 11, 2006

Revised: July 28, 2008

EQUAL OPPORTUNITY STATEMENT

The policy of the Poteau Public Schools shall be to select employees as needed on the basis of merit, training, and experience. There shall be no discrimination against any applicant or employee because of race, color, national origin, age, sex, religion, disability or veteran status, except when it is necessary to meet a bona fide occupational requirement.

Revised: October 11, 1993

Revised: February 11, 2008

NOTIFICATION

Notification of the policy of non-discrimination shall be made annually at the beginning of each school year to students, parents, employees, and the general public. This may be achieved through the student and employee handbooks and policy manuals. The notification shall include the designated Civil Rights Compliance Coordinator who may be contacted for information concerning the policy and its implementation. Non-discrimination statements shall be included on application forms and enrollment forms.

Revised: October 11, 1993

COORDINATOR

The superintendent shall designate an employee who will coordinate compliance activities for Title IX, Section 504, Title VI, the ***Age Discrimination in Employment Act***, and the ***Americans With Disabilities Act***. This Civil Rights Compliance Coordinator shall investigate complaints of discrimination by gathering relevant information and by insuring that any complaint is processed according to procedures. The Coordinator will not be responsible for making a decision or determination about a complaint. The Coordinator shall be knowledgeable of the regulations, be able to provide information to others, including staff and students, respond to inquiries, and process any complaints received. The Coordinator should monitor activities, report problems, and make recommendations where appropriate.

Revised: August 1, 1984

Revised: February 11, 2008

**GRIEVANCE PROCEDURE FOR FILING, PROCESSING AND RESOLVING
ALLEGED DISCRIMINATION COMPLAINTS
(STUDENTS, PATRONS AND EMPLOYEES)**

1. **Discrimination Complaint:** A written complaint alleging any policy, procedure or practice which discriminates on the basis of race, color, national origin, religion, sex (including sexual harassment), age or disability.
2. **Grievant:** Any person enrolled in or employed by the district who submits a complaint alleging discrimination based on sex (including sexual harassment), race, color, national origin, religion, age or disability. Sexual harassment is a prohibited type of sexual discrimination under Title IX for which a grievance under this policy can be filed with the Compliance Coordinator. For purposes of any complaint alleging a violation of Section 504, in addition to those identified as possible grievants in this paragraph, members of the public may also be potential grievants. For purposes of this policy, a parent's complaint or grievance shall be handled in the same manner as a student's complaint would be.
3. **Compliance Coordinator:** The person(s) designated to coordinate efforts to comply with and carry out responsibilities under ***Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973*** and any other state and federal laws addressing equal educational opportunity. The Compliance Coordinator under Title IX, ADA, Title VII and 504 is responsible for processing complaints and serves as moderator and recorder during hearings. The Compliance Coordinator of each statutory scheme may be the same person or different persons.
4. **Respondent:** The person alleged to be responsible for the violation contained in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.

5. ***Day:*** Day means a working day when the district's main administrative offices are open. The calculation of days in complaint processing shall exclude Saturdays, Sundays and legal holidays.

Pre-Filing Procedures:

1. Prior to the filing of a written complaint, the student or employee is encouraged to visit with the Compliance Coordinator, and reasonable effort should be made to resolve the problem or complaint.

Filing and Processing Discrimination Complaints:

1. ***Grievant:*** Submits written complaint to the Compliance Coordinator, stating name, nature and date of alleged violation; names of persons responsible (where known) and requested action. If the applicable Compliance Coordinator is the person alleged to have committed the discriminatory act(s), then the complaint should be submitted to the superintendent for assignment. Complaints must be submitted within ten (10) days of alleged violation. Complaint forms are available from the office of the superintendent and the Compliance Coordinator.
2. ***Compliance Coordinator:*** Conducts an investigation, within ten (10) days, to the extent reasonably possible, which would include but not be limited to, interviewing the complainant, any witnesses, review of any supporting documents and interviewing the respondent; and asks respondent to:
 - a. Confirm or deny facts;
 - b. Indicate acceptance or rejection of student or employee's requested action; or
 - c. Outline alternatives.
3. ***Respondent:*** Submits written answer within ten (10) days to the Compliance Coordinator.

4. **Compliance Coordinator:** Within five (5) days after receiving respondent's answer, the Compliance Coordinator schedules a hearing.
5. **Grievant, Respondent and Compliance Coordinator:** Hearing is conducted. In circumstances involving allegations of sexual harassment, the Compliance Coordinator may determine that it is appropriate and reasonable to separate the individual who is allegedly being sexually harassed from the alleged harasser in the hearing.
6. **Compliance Coordinator:** Issues within five (5) days after the hearing a written decision to the Grievant and Respondent.
7. **Grievant or Respondent:** If the Grievant or Respondent is not satisfied with the decision, they must notify the Compliance Coordinator within five (5) days and request, in writing, a hearing with the superintendent or designee. This step is applicable only to situations in which the Coordinator, other than the superintendent or designee, conducted the initial hearing.
8. **Superintendent or Designee:** Schedules within ten (10) days of request a hearing with the Grievant and Respondent
9. **Superintendent or Designee, Grievant and Respondent:** Hearing is conducted.
10. **Superintendent or Designee:** Issues a written decision within five (5) days following the hearing.
11. **Grievant or Respondent:** If the Grievant or Respondent is not satisfied with the decision, they must notify the superintendent, in writing, within five (5) days and request a hearing with the Board of Education.
12. **Superintendent:** Notifies Board of Education, in writing, within five (5) days after receiving request. Superintendent schedules hearing with the Board of Education. Hearing is to be conducted within 30 days from the date of notification to the Board of Education.
13. **Board, Grievant, Respondent, Superintendent and Compliance Coordinator:** Hearing is conducted. Board issues a final decision at the hearing regarding the validity of the grievance and any action to be taken.

General Provisions:

1. **Extension of time:** Any time limits set by these procedures may be extended by mutual consent of the parties involved. The total number of days from date that complaint is filed until complaint is resolved shall be no more than 120 days.
2. **Access to Regulations:** Upon request, the district shall provide copies of any regulations prohibiting discrimination on the basis of race, color, national origin, religion, sex, age, disability, or veteran status.
3. **Confidentiality of Records:** Complaint records will remain confidential, to the extent allowed by law, unless permission is given by the parties involved to release such information. All complaint records will be kept separate from any other records of the district. No complaint record shall be entered in any personnel file unless adverse employment action is taken against an employee. Complaint records shall be maintained on file for three (3) years after complaint resolution.
4. **Representation:** The Grievant and the Respondent may have a representative assist them through the grievance process and accompany them to any hearing.
5. **Retaliation:** No reprisals or retaliation will be allowed to occur as the result of the good faith reporting of a discrimination complaint.
6. **Basis of Decision:** At each step in the grievance procedure, the decision maker will take or recommend the taking of appropriate measures based on the facts, as revealed by the investigation and hearing, taken as a whole, and the totality of the circumstances, such as the nature, extent, context, and gravity of the activities or incidents.
5. **Section 504 Due Process Procedures:** For information concerning due process procedures under Section 504, the Grievant should contact the Compliance Coordinator.

Revised: October 11, 1993

Revised: February 12, 2007

SEXUAL HARASSMENT

State and federal law specifically prohibit sexual harassment of employees and students in connection with their employment by or enrollment in the Poteau School District. This policy will set forth the rules and regulations to be followed by all students, employees and board members of the school district with regard to the issue of sexual harassment:

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

5. All students, employees and board members are strictly prohibited from engaging in any form of sexual harassment of any student, employee, applicant for employment, vendor representative or patron of the school district. Any employee engaging in sexual harassment is subject to disciplinary action, including but not limited to suspension, demotion, forfeiture of pay or benefits and termination. Such penalties shall be imposed based on the facts taken as a whole and the totality of the circumstances such as the nature, extent, context and gravity of such activities or incidents.
6. Any student engaging in sexual harassment is subject to any and all disciplinary action which may be imposed under the **School District's Student Discipline Code**.
7. Any employee or student who is or has been subjected to sexual harassment or knows of any student or employee who is or has been subjected to sexual harassment **shall** immediately report all such incidents to either the superintendent, assistant superintendent, principal, assistant principal, or any Board member of the school district. If the report of an incident needs to be made after normal school hours, the above listed individuals may be contacted at home. It is preferred that all such reports be made in person or in writing signed by the reporting party, including but not limited to a Title IX Grievance Form. However, in order to encourage full, complete and immediate reporting of such prohibited activities any person may report such incidents in writing and anonymously by mailing such reports to the personal attention of any of the above-designated persons. All such reports should state the name of the alleged harassing student, employee or board member, the person(s) being harassed, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and any other information necessary to a full report and investigation of the matter.
8. Any employee who is subjected to job related sexual harassment is entitled to protection under ***Title VII of the Civil Rights Act of 1964*** and the ***Oklahoma Anti-Discrimination Act*** and may report such incidents to the United States Equal Employment Opportunity Commission or the Oklahoma Human Rights Commission.

9. The superintendent, assistant superintendent, principal, assistant principal, and any board member of the school district, upon receiving a report (formal **or** informal) of sexual harassment **shall** do the following as quickly as reasonably possible:
- a. obtain a statement, oral or written, from the individual who is alleged to have been sexually harassed which contains information necessary to conduct a full investigation of the matter. This information should include, but is not limited to, the name of the alleged harasser, the person(s) being harassed, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and the names of any witnesses;
 - b. take reasonable and age appropriate, effective steps to separate and protect the individual who is allegedly being sexually harassed from the alleged harasser, until the matter can be fully investigated and the appropriate remedial steps taken;
 - c. keep the individual who is allegedly being sexually harassed reasonably apprised, to the extent allowed under federal and state privacy laws and regulations, of the investigation and the actions taken as a result of the investigation;
 - d. conduct a full and complete investigation, to the extent reasonably possible and appropriate to the age of those involved, regarding the alleged sexual harassment, which would include, but not be limited to, interviewing the individual allegedly harassed, any witnesses, review of any supporting documents, and interviewing the alleged harasser;

**POTEAU PUBLIC SCHOOLS
SUPPORT PERSONNEL POLICY**

Support Personnel

- e. based on good judgment, common sense and the facts, as revealed by the investigation, taken as a whole and the totality of the circumstances, such as the nature, extent, age of those involved, context and gravity of such activities or incidents, take or recommend the taking of appropriate and effective measures reasonably calculated to end the harassment and prevent a reoccurrence, including but not limited to, as to employees, suspension, demotion, forfeiture of pay or benefits, termination or reassignment.
9. During and after the investigation, confidentiality shall be maintained, as far as reasonably possible; provided however, nothing in this policy shall preclude public disclosure of any information of a personal or confidential nature during the course of any suspension, dismissal or non-renewal hearing or in any litigation.
10. It is the school district's position that any person filing or complaining of sexual harassment or participating in any way in any investigation of a sexual harassment claim under this policy shall not be subjected to any form of reprisal, retaliation, intimidation or harassment. The school district will discipline or take appropriate action against any student, employee, agent or representative of the school district who is determined to have engaged in such retaliatory behavior.

Revised: October 11, 1993

Revised: February 12, 2007

NOTIFICATION CONCERNING EMPLOYMENT

No later than ten (10) days after the effective date of the education appropriation bill or June 1, whichever is later, the district shall give reasonable assurance of employment in writing to any support employee the school intends to employ in the subsequent school year.

Adopted: August 9, 1993

CONTRACTS

Contracts for support employees will comply in content with state law and regulations. Contracts will be issued as soon as practical following the adoption of salary schedules for a fiscal year.

Adopted: August 1, 1994

LICENSING

It is the responsibility of the employee to meet the qualifications for any license or certificate required in order to hold the position assigned. Any license or certificate required must be kept valid and up-to-date to qualify for continued employment.

Adopted: February 14, 1977

PHYSICAL EXAMINATION

Those employees who are food handlers shall comply with the requirements of state and local law regarding physical examinations. Bus drivers are required to have physical examinations as frequently as and under the circumstances required by state and federal law.

Adopted: February 14, 1977

ASSIGNMENT AND TRANSFER

All employees are assigned to serve in capacities in which their services will best contribute to the total school program.

Any employee seeking assignment to another position within the school system shall make such a request to his/her immediate supervisor who shall forward such a request to the superintendent.

Adopted: February 14, 1977

RESPONSIBILITIES AND DUTIES

The following are general statements regarding the responsibilities and duties of support personnel in regard to other employees and students of the Poteau Public Schools.

Adopted: February 14, 1977

RELATIONSHIP WITH PRINCIPALS

Principals are responsible for all that occurs within their schools. Support staff assigned to a school is under the supervision of the school principal. Support employees who work throughout the system but who are working temporarily within a school must be aware of the principal's role and are to carry out tasks requested by a principal unless they have been specifically instructed by the superintendent or assistant superintendent. All parties should exercise good judgment so that problems will be minimal.

Adopted: February 14, 1977

RELATIONSHIP TO TEACHERS

The relationship of professional and support employees should be that of partners working together to provide the best possible learning situation for youth. Teachers are charged with the education of the children. It is a large task that requires considerable training. Support personnel are co-workers in this task. All jobs in the school system must contribute to this aim. Normally teachers are not supervisors of support staff, but considering the overall goals of the system, support employees should carry out reasonable teacher requests.

Revised: February 11, 2008

RELATIONSHIP WITH STUDENTS

In general, students are the responsibility of the teachers. Except as noted below, support personnel should assume no authority in this matter. Emergency conditions such as a fight involving students or a student caught in the act of destroying property are exceptions. Unless a delay would be harmful to the student or property, the proper action is to report the incident and the names of those involved to the principal or a teacher.

A bus driver is responsible for the children on his or her bus. If a disciplinary problem should arise on a bus, the driver should use discretion in dealing with the children involved. A student may be required to sit in a specified seat and in extreme cases may be removed from the bus. Removal of a student shall occur only when his/her presence is a threat to the safety of other students. If removal is required, the driver will call the superintendent's office from the nearest available telephone. Following any serious problem with a student bus rider, the driver shall report the incident to the student's principal. The principal shall take appropriate disciplinary action.

On activity trips, sponsors are present to help supervise the students. The driver will assist at the request of the teacher.

Certain clerks and secretaries are designated to deal with pupils in attendance and similar details. They, as is true for bus drivers, generally have no disciplinary function.

Adopted: February 14, 1977

EMERGENCY CONDITIONS

There may be times when natural disasters or threats to safety are predicted or occur. During those periods it is essential for employees to do their part in implementing safety and/or emergency plans. The public places its trust in school personnel to safeguard students. In meeting that responsibility the staff member's presence and performance are essential. To leave the students and duties assigned during an emergency situation unless authorized by the supervising administrator is considered willful neglect of duty.

Adopted: July 26, 1999

**SUSPENSION, DEMOTION, TERMINATION OR
NON-REEMPLOYMENT OF SUPPORT EMPLOYEES**

Definitions

1. **"Support Employee"** shall mean an employee of the school district who provides those services, not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of the school district.
2. **"Full-time Support Employee"** shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employee and who is employed by the school district for a minimum of 172 days per year.
3. **"Suspension without pay"** shall mean the temporary denial of a support employee's right to work and receive any pay and other benefits during the term of the suspension. "Suspension without pay" may be as a disciplinary measure as provided in paragraph 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.
4. **"Suspension with pay"** may occur in those situations in which the superintendent or his designee, or a supervisor of the support employee perceives a significant hazard in keeping the support employee on the job, in which event the support employee may be asked to immediately leave the school district's premises and the support employee is temporarily relieved of his duties pending a hearing under paragraph 4, below.
5. **"Demotion"** shall mean a reduction in pay during the term of the support employee's contract. "Demotion" shall not mean a change in job description or work assignment or duties.

6. **"Termination"** shall mean the discharge of the support employee from his/her employment with the school district during the term of his/her contract and does not include the cessation of employment upon expiration of the support employee's contract.
7. **"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.

Revised: February 11, 2008

POLICY ON SUSPENSION, DEMOTION, TERMINATION OR NON-REEMPLOYMENT OF FULL-TIME SUPPORT EMPLOYEES

A full time support employee who has been employed by the school district for more than one year shall be suspended, demoted, terminated or non-re-employed 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 school district for less than one year (12 months) is not entitled to invoke the procedures of this policy and such employee's contract can be terminated at any time without cause.

Revised: July 23, 1998

Revised: February 11, 2008

**CAUSE FOR SUSPENSION, DEMOTION, TERMINATION
OR NON-REEMPLOYMENT**

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

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

Revised: February 11, 2008

PROCEDURES FOR SUSPENSIONS WITHOUT PAY

TERMINATIONS AND DEMOTIONS

1. Any full-time support employee is subject to disciplinary action in the form of a suspension without pay, demotion, or termination. Prior to instituting any such disciplinary action, the full-time support employee shall receive the following hearing rights:
 - a. The Superintendent of Schools or his designee shall orally advise the support employee of the cause or basis for the proposed disciplinary action;
 - b. The Superintendent of Schools or his designee shall explain to the support employee the evidence against the support employee;
 - c. The Superintendent of Schools or his designee shall allow the support employee an opportunity to present his side of the matter.

2. After the support employee is afforded the above hearing rights, the superintendent of schools or his designee may take any of the following actions:
 - a. Suspension without pay for ten (10) working days or less as a disciplinary measure;
 - b. Suspension without pay pending investigation as to whether cause exists for the termination of the support employee;
 - c. Demotion of the support employee;
 - d. Termination of the support employee;
 - e. Conclude that no disciplinary action is appropriate.

3. If a support employee is suspended without pay pending an investigation as to whether termination is appropriate, then, within five (5) working days after the effective date of the suspension without pay, such investigation must be completed and the superintendent or his duly authorized designee shall afford the support employee a second hearing with the same hearing rights as set forth above. After the second hearing, the support employee shall either be reinstated, with back pay and other benefits, suspended without pay further as a disciplinary measure (not to exceed a total of 10 working days including the initial days of suspension without pay), demoted or terminated.
4. The support employee shall have the right to appeal to the Board of Education a suspension without pay as a disciplinary measure, a demotion or a termination as set forth in the Procedures for Appeal to the Board of Education.

Revised: July 23, 1998

Revised: February 11, 2008

PROCEDURES FOR NON-REEMPLOYMENT

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

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

Revised: February 11, 2008

PROCEDURES FOR APPEAL TO THE BOARD OF EDUCATION

1. After any suspension without pay as a disciplinary measure, or prior to the effective date of any demotion, termination during the term of his/her contract or non-reemployment, the support employee shall receive notice of his/her right to a hearing before the Board of Education as herein provided.
2. All notices shall be sent to the support employee by certified mail at the address of the support employee shown on the school records. If the support employee refuses to accept the notice or fails or refuses to pick up the notice after being notified by the post office to do so, then the support employee shall be deemed to have received the notice on the date that the notice was postmarked. The notice shall contain the information provided in the form attached hereto. The postmark shall be used to determine the timeliness of the notice.
3. A support employee who has been notified in writing of his/her suspension without pay as a disciplinary measure, demotion or termination during the term of his/her contract or non-reemployment may notify the Clerk of the Board of Education of the school district within ten (10) working days of the postmark on the notice if the support employee desires a hearing before the Board of Education. If the support employee fails to notify the Clerk of the Board of Education of the school district in writing within ten (10) working days of the postmark on the notice that the support employee requests a hearing, the support employee shall be deemed to have waived the right to a hearing and the suspension without pay as a disciplinary measure, demotion or termination action shall be final and, in the case of a non-reemployment, the board may take final action to non-reemploy the employee without further notice or hearing rights.
4. Hearing before Board of Education:
 - a. Upon timely notice as set forth above, the support employee shall be entitled to a hearing before the Board of Education. The hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the request for the hearing was received at least ten (10) days prior to the next, or next succeeding, regularly scheduled Board of Education meeting. At the request of the support employee or at the discretion of the Board of Education, the Board of Education shall call a special meeting

to conduct the requested hearing, which special meeting shall be held no earlier than ten (10) days nor later than thirty (30) days after receipt of the support employee's request.

- b. At the hearing before the Board of Education, the support employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by the school district, to present witnesses on his/her behalf and to present any relevant evidence or statement which the support employee desires to offer. The hearing shall be conducted in "Open" Session. The hearing shall commence with a statement to the support employee of his rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the support employee's suspension without pay as a disciplinary measure, demotion, termination or non-reemployment. The burden of proof shall be upon the school administration. The support employee shall then have the right to present his/her side of the matter. After both the school administration and the support employee have fully presented their respective positions, the Board of Education shall deliberate on the evidence in Executive Session. The Board of Education shall announce its findings and decision immediately in Open Session by individual voice vote. The decision shall be made by a majority of the Board of Education members present at the meeting.
- c. As to suspension as a disciplinary measure, demotion or termination, the Board of Education may affirm, modify or reverse the action taken against the support employee, including increasing or decreasing the severity of the original action. As to non-reemployment, the board may re-employ or non-reemploy the employee for the subsequent fiscal year.
- d. The decision of the Board of Education at the hearing shall be final and non-appealable.

Revised: February 11, 2008

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.

Revised: February 11, 2008

**POTEAU SCHOOL DISTRICT SUPPORT EMPLOYEE
RULES AND REGULATIONS**

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

1. Falsification of personnel or other records.
2. Unexcused failure to be at work station at starting time.
3. Leaving work station without authorization prior to lunch periods, or end of work day.
4. Excessive unexcused absenteeism.
5. Chronic absenteeism for any reason.
6. Chronic tardiness.
7. Wasting time or loitering during working hours.
8. Leaving work area during work hours, without permission, for any reason.
9. Possession of weapons on school premises or in school district vehicles or while on duty.

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

**POTEAU PUBLIC SCHOOLS
SUPPORT PERSONNEL POLICY**

Support Personnel

27. Gambling, lottery, or any other game of chance on school district property.
28. Unauthorized distribution of literature, written or printed matter of any description on school district property.
29. 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.
30. Poor workmanship.
31. Immoral conduct or indecency including abusive and/or foul language.
32. Excessive personal calls during working hours, except for emergencies. This includes in-coming and out-going calls.
33. Walking off job.
34. Clocking in or out another employee's time card or time sheet.
35. Smoking in an unauthorized area.
36. Refusal of job transfer, if the transfer does not result in a demotion.
37. Abuse of "breaks" (rest periods) or meal period policies.
38. Insubordination of any kind.
39. Sexual harassment of an employee, a student or a third party such as a patron.
40. Misuse or abuse of any school district leave policy or guidelines.
41. When it is in the best interest of the school district, any support personnel may be suspended, demoted, terminated or non-reemployed.

42. Because of the difficulty of retaining competent support employees on a temporary basis over an extended period of time, a support employee shall be subject to termination or non-reemployment for physical inability to perform the essential job requirements if the employee is unable due to illness or accidental injury to return to work for his or her regularly scheduled hours and to perform all of the essential duties of the position within 12 work weeks or the number of work days equal to the employee's total accumulated sick leave days, whichever is longer, measured from the date of the first absence due to the illness or injury.

Revised: July 23, 1998

Revised: February 11, 2008

RESIGNATION

Support employees shall give at least two (2) weeks' notice of resignation.

Adopted: July 13, 1981

NON-SCHOOL EMPLOYMENT

Non-school employment is permitted as long as it does not interfere with the support employee's ability to perform his or her school duties.

Adopted: February 14, 1977

SALARY SCHEDULE

It shall be the responsibility of the superintendent to recommend a salary schedule for support personnel to the Board of Education following the enactment of legislation that provides public school funds for the subsequent year. Each salary on the schedule shall be based on the training and skills required, responsibility, and time involved. The schedule shall include an hourly wage for each position on the schedule and experience increments. Full-time support staff members who are considered ten (10)-month employees may elect to be paid over either ten (10) or 12 months per year. To avoid IRS penalty, each employee must sign and file with the superintendent's office a **Method of Pay Option Form** prior to the beginning of each year.

Adopted: August 9, 1992

Revised: July 28, 2008

SALARY CHECKS AND DEDUCTIONS

Payroll deduction may be arranged for approved tax sheltered annuities, OEA-NEA dues, health insurance premiums, and other programs approved by the superintendent.

All employees of the Poteau Public Schools except those specifically excluded are covered by the ***Federal Insurance Contribution Act (Social Security)***, and deductions shall be made in accordance with that Act. The school system shall make, as required by law, contributions equal to those of the employees to pay for Social Security benefits.

Federal and state withholding taxes shall be deducted in compliance with the laws regulating these taxes.

Adopted: July 30, 1990

Revised: February 11, 2008

PROFESSIONAL ORGANIZATION PAYROLL DEDUCTIONS

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

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

Adopted: February 11, 2008

EXTRA PAY

Extra pay may be given for bus drivers of school sponsored trips occurring outside of the driver's normal working hours. The scale for driving activity trips shall be established by the superintendent with the approval of the board.

When employees are required to be on duty outside their normal working hours for non-school functions held in the schools or civic center, they shall be paid additional wages beyond their regular pay. The rate shall be determined by the board following recommendations by the superintendent.

Employees may expect to perform some duties at school activities beyond their regular working hours.

Adopted: February 14, 1977

RETIREMENT

All full-time salaried employees of the Poteau Public Schools may join the Teachers' Retirement System subject to the rules and regulations of the Board of Trustees of the Teacher Retirement System. In accordance with federal law, there is no mandatory retirement age. Performance is the basis for continuing employment past any customary retirement age.

Revised: August 9, 1993

INSURANCE

Full-time support employees may participate in the ***IRS Section 125 (Cafeteria) Insurance Plan*** which results in the reduction of taxable income. The state provides a **Flexible Benefit Allowance** for support staff who work a minimum of 172 days a year and 6 hours per day. Employees who elect to take the flexible benefit allowance in lieu of health insurance will receive a taxable compensation set by the Oklahoma State and Education Employees Group Health Insurance Plan. The Flexible Benefit Allowance may be used for State Health Insurance, Cafeteria Plan Insurance or as taxable income.

Revised: July 13, 1990

Revised: February 11, 2008

TRAVEL

It is the policy of Poteau Board of Education that travel for employees will be approved in advance by the building administrator or the superintendent. Requests and arrangements for employee travel will originate from the appropriate building administrator's office.

Poteau Public Schools will reimburse reasonable costs, subject to the availability of funds, for approved and documented travel. Travel status for reimbursement shall be defined as absence from the official's or employee's home area and/or official station area while performing approved official duties related to Poteau Public Schools. Board of Education members and employees attending meetings, workshops, conferences, or other objectives of trips which are conducted at a designated hotel, motel, or other public lodging place or where lodging has been arranged for by the blocking of room or by rate reductions for participants by the sponsor as evidenced by the announcement or notice of the meeting workshop, conference or other objectives shall be reimbursed the actual lodging expense not to exceed the single occupancy room rate charged by the designated hotel, motel or other public lodging place, provided that the officials or employees are in official travel status approved by the supervisor or designee. Receipts issued by the hotel, motel, or other public lodging place shall accompany claims for reimbursement. All personal incidentals should be paid for by the individual when checking out since they are not authorized for reimbursement. Reimbursement of meal expenses while in official travel status, shall be made in an amount authorized by the provisions of the ***Internal Revenue Code of 1986***, as amended and as listed on the district reimbursement claim, for officials or employees and as approved by the immediate supervisor or designee. If meals and lodging at a meeting workshop, conference, or other object of travel are furnished as a "package plan" reimbursement may be made, based upon a receipt, but at a daily rate not to exceed the total daily rate provided by the Internal Revenue Code. Provided, however, that no reimbursement for meals shall be made for periods which do not include overnight status.

Reimbursement for expenses other than meals and lodging may also be made in accordance with the provisions of this policy. Expenses for registration, parking, toll charges, and similar expenses will be reimbursed when documented by receipt.

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Expenses for students and Activity Fund Sponsors involved in authorized school sponsored co-curricular activities may be made from the General Fund and Activity Fund. Co-curricular activities are school sponsored activities, under the guidance and supervision of the Local Education Agency (LEA) staff, designed to provide students with such experience as motivation, enjoyment, and improvement of skills. Co-curricular activities are offered as credit classes and supplement the regular instructional program.

School vehicles, when available, may be used for official business only. Private vehicles may be used when school vehicles are not available. If a school gasoline credit card is used, mileage will not be reimbursed. Mileage expense will be reimbursed at **.45¢** using the most recent map available when a school gasoline card is not used. Travel logs for in-district travel will be accepted in lieu of map miles for reimbursement when properly submitted. Required information shall include, date of travel, beginning and ending odometer readings, length of travel, destination, purpose of trip, and total miles driven. If an employee is required to make multiple stops while traveling in-district they must complete a travel log for submission for payment. Signatures indicate that the document submitted is accurate and subject to audit.

Reimbursement for fares paid for airplane transportation shall not exceed coach class fare. A copy of the invoice or airline ticket is required. Receipt is required for reimbursement for transportation by railway or bus. Travel insurance is an allowable item.

Claim forms for travel are available in the Administrator's Office and the District Administration Office. Upon returning from travel, the claimant should complete the request for reimbursement form to be presented to his/her supervisor. The administration and / or supervisor shall certify the claims as to compliance and forward the documentation to the business office for payment. Board of Education members shall submit the completed request for reimbursement to the Superintendent's office. All necessary receipts should be attached for full reimbursement of allowable expenses.

Documentary evidence to adequately support all expenditures claimed for reimbursement may include receipts, invoices, travel logs, expense statements, and any other similar records that together that are sufficient to establish each element of every expenditure. Documentary evidence is ordinarily considered adequate if it discloses the following;

**POTEAU PUBLIC SCHOOLS
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Meal Receipts – Date, name and location of the restaurant,; amount of each individual expenditure including indication that a charge (if any) is made for an item other than meals and beverages; an indication of how many people where served and, if more than one, the receipt should indicate separately the charge for each meal served.

Lodging Receipts -- the name and location of the hotel, the date or dates the individual stayed there; if more than one occupant, the receipt should indicate the number of people the charge is for. All personal incidentals should be paid by the individual upon checkout. Meals and other expected expenses shall not be reimbursed if listed only on the lodging receipts without supplemental documentation and without prior authorization.

Transportation Costs – the amount and date of each separate expenditure with respect to the transportation costs, the amount and date of each use of transportation (mileage for automobiles and similar modes of transportation, time for rentals, cabs, etc) and the business purpose of each transaction expenditure.

Each receipt should be submitted for reimbursement shall have the signature of the claimant and purpose of an absence (event). Receipts submitted with hand written amounts must be supported with supplemental documentation. All receipts must be itemized describing each items and its cost.

Reference: 70 O.S. §5-117 as amended by HB 2294 of the 2004 Legislative session

Revised: August, 2005

Revised: February 11, 2008

COMPENSATORY TIME FOR OVERTIME

The Fair Labor Standards Act (FLSA) extends flexibility to school districts in adopting arrangements that provide compensatory time off in lieu of monetary overtime compensation. Accordingly, Poteau School 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 and the district's other policies concerning FLSA. The district's administration shall, at all times, retain the authority to make the decision to permit an employee to accumulate and use compensatory time or to pay the employee for overtime worked; however, the standard of time and one-half for overtime hours worked shall apply in either instance. The district's policy and applicable procedures concerning compensatory time are more fully detailed below.

1. Prior Approval of Overtime Required

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

2. Calculation of Compensatory Time

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

3. Scheduling Use of Compensatory Time

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

4. Maximum Accrual of Time

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

5. When Hours are Not Considered Work Hours

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

6. Volunteer Work

Non-exempt employees are not allowed to do "volunteer" work for the district. Although the district appreciates the occasional willingness of non-exempt personnel to volunteer their time, FLSA Regulations create an unacceptable risk of overtime liability when non-exempt personnel volunteer to perform services for the school district or volunteer to work longer hours without compensation. An exception to the volunteer prohibition is an employee of the school district who is a parent,

grandparent, or guardian who volunteers in connection with school activities involving the individual's child or grandchild and the activity is one for which parents or others customarily volunteer. In addition, the volunteer's activities or services must be unrelated to the employee's compensated duties with the school.

7. Payment for Comp Time Upon End of Employment

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

8. Notice of Policy to Non-exempt Employees

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

Adopted: August 9, 1993; Revised: September 11, 2006

Revised: July 28, 2008

WORKWEEK

The Act defines a workweek as a regularly recurring period of 168 consecutive hours. The workweek in Poteau Schools begins each Monday at 4:00 A.M.

Adopted August 12, 1985

SICK LEAVE

Support personnel, with the exception of bus drivers, shall earn one day of sick leave each month which may accumulate to not more than 90 working days.

When computing days of sick leave for employees who begin or leave employment other than the beginning or ending of a pay period, an employee who works ten (10) or more days within a month shall earn one-half (1/2) day of sick leave. Those who work 15 or more days within a month shall accrue a full day of sick leave.

Support personnel may utilize sick leave for personal accidental injury, illness, or pregnancy, or illness or accidental injury in the immediate family.

When illness results in absence of three (3) or more consecutive work days the employee shall provide his or her immediate supervisor with a doctor's statement.

The immediate family for the purposes of sick leave shall include spouse, children, the employee's spouse's parents, grandparents, grandchildren, brother, sister or other persons whose regular residence is in the home of the employee.

Revised: July 23, 1998

SICK LEAVE BANK

Employees may participate in the Sick Leave Bank on a voluntary basis. The 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 under the following conditions:

1. The employee has exhausted, or will exhaust, all available 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, or father of the employee. **“Household members”** are defined as those persons who reside in the same home, who have reciprocal duties 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 there from.

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 sick leave upon initial enrollment in the Sick Leave Bank. Assessment of one day per year on a member’s sick leave will be continued until the bank is built up to a minimum of six hundred days. No more days will be added except from enrollees until bank is depleted to below six hundred days. When the Sick Leave Bank total falls below a minimum of six hundred 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 days each contract year can be drawn from the Sick Leave Bank by an employee who is ill or injured. For a "relative of the employee" the employee may utilize no more than ten days each contract year for the Sick Leave Bank.
6. The days available in the Sick Leave Bank to any individual employee will be ten days on the first day of the contract year he/she elects to participate and will increase ten days each year reaching a maximum of sixty 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.

Adopted: October 13, 2014

UNUSED SICK LEAVE BANK FOR RETIREMENT CREDIT

It is the policy of the board of education to encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance.

In accordance with **Oklahoma Statutes, Title 70, Section 6-104**, employees may accumulate 60 days. As prescribed by local school board policy, Poteau teachers are allowed to accumulate sick leave days to a maximum of 90 days.

In accordance with Section 17-116-2, the total creditable service of a member who retires or terminates employment and elects a vested benefit shall include not to exceed 120 days of unused sick leave accumulated subsequent to August 1, 1959, during the member's membership with the Teacher's Retirement System.

To clarify the difference between the two types of statutory sick leave days, the board has established a sick leave bank for the purpose of accounting for unused sick leave days that may be used for retirement purposes subject to the approval of the Teacher's Retirement System of Oklahoma. The term "**unused sick leave days**" is defined as those sick leave days for which an employee does not receive credit after the maximum number of days of sick leave has been accumulated. Unused sick leave days shall be deposited in the Sick Leave Bank. Unused sick leave days shall be deposited even if the teacher has received bonuses for those days "accrued" over the maximum number of days.

The Board of Education will maintain records for the purpose of assisting each employee to account for unused sick leave days for retirement purposes. The Board of Education will account for and certify unused sick leave days for each year for which an employee has exceeded the maximum number of days of accumulated sick leave. This provision will apply to employees who have participated in the Teacher's Retirement System between August 1, 1959 and July 1, 1992, and who have accumulated the maximum number of days of sick leave.

Upon retirement, accumulated sick leave days and the unused sick leave days in the Sick Leave Bank may be certified to the Teacher's Retirement System of Oklahoma to add creditable service for retirement purposes at a rate of one month of credit for each 20 days of accumulated sick leave up to a total of 120 days. This does not apply to people who joined the Teacher Retirement System after June 30, 1992.

The days of unused sick leave in the Sick Leave Bank combined with regular accumulated sick leave may be counted as an additional year of creditable service toward retirement by the Teacher's Retirement System of Oklahoma provided that the total number of sick leave days equals 120 and the days are acceptable to the Teacher's Retirement System.

Revised: July 21, 1998

Revised: February 12, 2007

TRANSFER OF SICK LEAVE

Newly employed support staff members who have been employed by another Oklahoma public school district during the same school year or in the preceding school year may transfer up to 60 days' sick leave from the previous district to the Poteau Public Schools. On request from another district in which a former Poteau Public Schools employee was employed this district shall certify sick leave that was earned in Poteau.

Adopted: March 13, 1995

FAMILY AND MEDICAL LEAVE ACT

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

Reasons For Leave

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

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

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

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

Availability Of Leave

In determining the availability of leave the district will consider the leave available to a person (whether paid or unpaid) by virtue of existing employment conditions. The intent of the district is to insure that each individual covered by the Act shall have the leave benefits available as a result of the law's requirements. It is not the intent of the rule, policy or existing law as supplemented by the Act. Thus, an eligible employee must use any accrued paid vacation leave, personal leave and sick leave for any part of the twelve (12) week period. It is the policy of the district that all appropriate paid non-Act leave will be used first.

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

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

Application For Leave

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

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

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

Leave Based On A Serious Health Condition

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

If the employee has a serious health condition the certification must state that the employee cannot perform the functions of his or her position. Likewise, when the employee is prepared to return to work he or she must provide certification by his or her health care provider that the employee is able to resume work. The district reserves the right to require the employee to obtain a second medical opinion at the district's expense. If the opinions of the first and second health care provider differ, the district may require a third opinion from a health care provider mutually agreed upon by the district and the employee. The third opinion shall be final and binding.

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

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

Military Active Duty or Caregiver Leave

A "Military Active Duty Statement" must accompany an application for leave based on active military duty or qualifying exigency arising from the spouse, child or parent of the employee is a service member. Eligible employees may take military caregiver leave for up to a total of 26 work weeks during a single 12-month period. The act permits a spouse, son, daughter, or parent, or "next of kin" of a service member with a serious injury or illness to take leave. "Next of kin" is defined to mean the nearest blood relative of the service member.

Intermittent Leave Or Leave On A Reduced Leave Schedule

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

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

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

When an instructional employee requests intermittent or reduced leave for planned medical treatment for more than twenty percent (20%) of the total number of working days in the period during which the leave would be used, the district may require the employee to elect either to (1) take leave for a "particular duration" or time which is not greater than the duration of the planned treatment, or (2) be transferred to an alternative position. If the instructional

employee requesting intermittent leave or leave on a reduced leave schedule does not give proper notice as required the district may deny the taking of leave until thirty (30) days after notice was provided, or may require the employee to take leave for either a "particular duration" or accept an alternative position.

Leave Taken Near The End Of An Academic Term

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

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

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

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

The Effect Of Leave On Benefits

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

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

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

Reinstatement To Former Position

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

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

Failure To Return From Leave

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

Interpretation Of Act

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

Adopted: August 9, 1993

Revised: February 8, 2010

EMERGENCY AND BEREAVEMENT LEAVE

Support employees have up to five (5) days emergency leave each year for bereavement and other emergencies. Emergency leave days are non-cumulative and are not chargeable to sick leave.

Revised: July 30, 1990

Revised: February 8, 2010

BEREAVEMENT LEAVE

Each employee may be allowed a maximum of three (3) days bereavement leave per year without loss of pay. This leave is not chargeable against sick leave, and it is non-cumulative. Approval for leave for purposes of bereavement shall be secured prior to the absence.

Bereavement leave may be used in the case of death of a spouse, the staff member's or spouse's children, parents, grandparents, grandchildren, brother or sister.

It may also be used for an employee's or employee's spouse's aunt, uncle, niece, nephew or first cousin but is limited to one day for the death of one of these relatives. Employees are encouraged to use bereavement leave for their relatives only for that time required to travel to and from and to attend funeral services.

Revised: August 1, 1994

Revised: February 8, 2010

OTHER EMERGENCIES

Each employee shall be allowed two (2) days emergency leave each year without loss of pay. An emergency is defined as unforeseen circumstances that call for immediate action or some urgent problem that cannot be handled during non-school time. The leave is not chargeable to sick leave, and is non-cumulative. Emergency leave shall not be used when sick leave can be applied.

Emergency leave may be used as an extension of bereavement leave at the discretion of the superintendent. Approval of emergency leave shall be secured prior to the absences unless circumstances make it impossible.

Revised: December 14, 1992

Revised: February 8, 2010

PERSONAL BUSINESS LEAVE

Support employees may use three (3) days annually for personal business. They will be charged the cost of a substitute's pay. The days are not cumulative.

Personal business leave for support personnel may be used to take care of family or financial responsibilities of the employee. It is not available for vacation or for activities that are primarily for pleasure. Personal business leave is granted for activities that can be handled only during the work day.

Requests for personal business leave are to be made in advance of the absence. Generally, personal business leave will not be granted on a day before or following a holiday, but each request will be considered on its own merits. Among the considerations on any personal business leave granted will be if a loss to the employee would be experienced if the leave were not granted.

Adopted: August 12, 1991

ABSENCE FOR JURY DUTY

A support employee selected for jury service shall not be penalized by receiving less than normal compensation nor shall he/she be permitted to profit at the expense of the school system. The employee, however, shall at the time of being paid, pay to the school an amount equal to that received for jury duty, less any legitimate expense that resulted from jury duty.

On days that the time of service is brief enough that the time missed can be made up before the next school day, the employee may be permitted to make up the time. Jury duty pay will not be forfeited for that day.

Adopted: February 14, 1977

MILITARY

Support personnel shall be granted military leave and re-employment in compliance with federal law.

Adopted: February 14, 1977

MATERNITY

A pregnant employee may continue in her position as long as she chooses and is able to perform her duties effectively, as is true of any employee. Sick leave may be used for illness resulting from pregnancy. If a teacher chooses to be absent additional days, she may request leave under the Family and Medical Leave Act Policy.

Professional staff members who want to be home with their new baby(s) beyond the provisions of the Family and Medical Leave Act may so request through the superintendent. No such maternity leave may be granted beyond the end of the current school year. Board approval is required for maternity leave of a length that results in the employment of a replacement on a temporary contract instead of using a substitute. Times of return during the school year must be scheduled to serve the best interest of the students and may be set by the superintendent, in conjunction with the principal. The return date will be based on the teacher's request, the end of grading periods and other factors that could affect a smooth change from the substitute to the returning teacher.

Revised: August 1, 1994

MATERNITY LEAVE RELATED TO ADOPTION

The board recognizes the parents of newly adopted children and the children themselves undergo a critical time of adjustment and bonding in the initial days of the child's entry into the home. Employees who give birth to children are usually able to be with their babies in the critical days following birth since physicians routinely endorse the mother's absences from their jobs because of the health condition or disability of the mother as a consequence of childbirth. A by-product of their health condition is time to spend with the baby. To give the parents of an adopted child the same opportunity for time with their new child as the birth mother has the five (5) days of emergency leave otherwise available for bereavement (3 days) or other emergency (2 days) may be approved for use by parents of newly adopted children. The leave days are to be used during the child's initial time in the home and no loss of pay is incurred for sick days. Another five (5) days may be given with loss of substitute pay giving a total of ten (10) work days in which the parent may be with the child. If emergency days have been used for other purposes, up to ten days may be given with loss of substitute's pay so that the parent can be with the newly adopted child on his/her initial days in the home. After use of the leave absences under the Policy Family and Medical Leave may be used.

Adopted: July 31, 1997

VACATIONS

Twelve month support employees shall earn time for vacation at a rate of one (1) working day per month. If part of a month is involved, ten (10) working days will earn one-half day of vacation. If 15 or more days are worked in a month a full day will be earned. A maximum of 12 days' vacation may be accumulated.

The scheduling of vacations shall be approved by the superintendent.

Adopted: February 11, 1985

HOLIDAYS

The following holidays are non-working days, unless school is conducted, and days for which there is no loss of pay for full time support employees:

New Year's Day	January 1st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving Day and	4th Thursday in November and the following Friday
Christmas	December 25 th

When Independence Day falls on a Saturday or Sunday, the superintendent may schedule either the preceding Friday or the following Monday as a holiday.

During the school year clerical staff members will normally work any day that is a teacher work day. Generally, they will have the same days off as teachers at Christmas time and spring break. However, if there are tasks that must be completed, the principals or superintendent may require members of the clerical staff to work during Christmas and/or spring break.

In addition to summer months, custodial, maintenance, and bus mechanic staff will normally work all days that are teacher work days plus three days during Christmas break to accomplish tasks that can be done best when school is not in session. More than three days' work may be required by the superintendent or principals when conditions warrant it. Although custodians and maintenance personnel are usually off during spring break, if conditions require it, they may be called upon to work.

**POTEAU PUBLIC SCHOOLS
SUPPORT PERSONNEL POLICY**

Support Personnel

Custodians assigned to the Civic Center can expect to work some days during Christmas holidays and spring break and other holidays when other custodians are not working. The use of that facility by the public makes such work necessary. Regular pay shall be earned for those days except when more than forty hours have been worked during the week or if the day is one of the official national holidays listed in the first paragraph of this policy. One justification for this policy is the additional compensation Civic Center custodians are able to earn throughout the year.

Cafeteria personnel will work all days on which school meals are served and those days needed at the beginning or ending of the year to open or close the kitchens.

Revised: July 24, 1996

Revised: August 11, 2008

WORKER'S COMPENSATION POLICY

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. Attached to this procedure is 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.

Revised: September 13, 1999

Revised: February 8, 2010

EMPLOYEES INFECTED WITH ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)

The Board of Education is strongly committed to providing a safe environment for staff and students in relation to communicable diseases. Medical evidence indicates that Acquired Immune Deficiency Syndrome ("AIDS") is a communicable disease. This policy governs the procedures and regulations of this school district when dealing with an employee who has been identified by a competent medical authority to have AIDS, AIDS Related Complex ("ARC"), tests positive for AIDS antibodies or has any other life threatening communicable disease capable of being transmitted in the school environment (referred to herein as "Other Life Threatening Communicable Diseases"). This policy will insure confidentiality and non-discrimination.

No employee will be dismissed or have his or her contract not renewed merely because he has AIDS, ARC, antibodies for the AIDS virus or Other Life Threatening Communicable Diseases.

Upon identification of the employee by a competent medical authority as having AIDS, ARC, antibodies for the AIDS virus or Other Life Threatening Communicable Diseases, the following procedures will be observed:

- A. The superintendent shall immediately request the employee to provide a comprehensive written statement from the employee's personal physician regarding the employee's current health condition. It shall be the duty of each employee to provide such information to the superintendent. Willful failure to do so may lead to dismissal or non-renewal of an employee's contract.
- B. Any decision regarding the employee's status shall be based upon the best medical evidence available. The Superintendent of Schools or designee, the employee and the employee's personal physician and a district appointed medical officer (a medical doctor or doctor of osteopathy) shall meet and confer to determine the extent to which reasonable accommodation of the employee may be necessary due to the employee's condition. Unless the medical experts are of the opinion that the employee's condition could reasonably present a hazard of infection to students or other employees, the employee will be permitted to continue the employee's usual duties. If the employee's condition could reasonably present a hazard of infection to students or other employees, the School District will consider

assigning the employee to other available duties for which the employee is qualified at no reduction in pay.

- C. The employee is required to provide the Superintendent of Schools with periodic written comprehensive reports from the employee's personal physician as to the employee's current health condition. The frequency of such reports will be determined in each case by the medical representatives of the employee and the school district.
- D. Any employee may apply for and be granted a leave of absence without pay when approved by the Superintendent of Schools, upon the advice of the employee's personal physician and, when deemed appropriate, a district medical officer.
- E. An employee may request and be granted return from a leave of absence without pay when approved by the Superintendent of Schools upon the advice of the employee's personal physician, and, when deemed appropriate, a district medical officer.

Confidentiality requirements in regard to information about any employee infected with AIDS, ARC, antibodies for the AIDS virus or Other Life Threatening Communicable Diseases shall be respected.

The employee will be requested to consent in writing to the notification of only those persons who, under the circumstances of the employee's particular job duties and health condition, have a "need to know". Normally, this will mean the employee's immediate supervisor, the Board of Education and its attorney, the Superintendent of Schools and any health care professionals. Those persons will be instructed regarding their legal obligation to maintain the confidentiality of the information and the legal consequences of failing to do so. No entry regarding an AIDS condition or Other Life Threatening Communicable Disease is to be made in the employee's personnel file. Under no circumstances will students or the parents of students be notified that any person afflicted with AIDS or an AIDS condition or Other Life Threatening Communicable Disease is employed by the school district.

Revised: February 12, 2007

PART-TIME PERSONNEL

With the exception of bus drivers, the policies described above in (Absences, Leaves, Holidays, And Vacations) apply to part-time personnel. Part-time employees shall earn benefits proportional to the amount of time they are employed. For example a three (3) hour a day cafeteria employee accrues sick leave at the rate of one three (3)-hour day per month.

Adopted: February 14, 1977

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 consumption of 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 urine 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 for a urine specimen that contains an unidentified adulterant or an unidentified interfering substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.
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:

A. 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 driver provides evidence that no prior employer of the driver has any record of a violation of controlled substance use rules by the driver within the previous six months.

3. Pre-employment 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 Pre-employment 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.

Revised: July 28, 2008

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, 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 two hours of the accident. If the test is not administered within that time, 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.

Revised: July 28, 2008

C. 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 a nine (9) month period.

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 twenty five percent (25%) 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.

Revised: July 28, 2008

D. 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.

Revised: July 28, 2008

E. 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.

Revised: July 28, 2008

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 she/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.

Revised: July 28, 2008

F. 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.

Revised: July 28, 2008

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.

A. 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. 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.

- i. 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.

B. 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.
- iii. The school district ***may*** 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.

- x. 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.

Revised: July 28, 2008

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:

A. Alcohol

- i. The driver has an alcohol concentration of 0.02 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.

B. 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.

C. 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.

D. 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.

Revised: July 28, 2008

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 pre-employment 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.

Revised: July 28, 2008

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.

Revised: July 28, 2008

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.

Revised: July 28, 2008

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.

Revised: July 28, 2008

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.

Revised: February 11, 2008

Revised: July 28, 2008

CPR AND HEIMLICH MANEUVER TRAINING FOR SCHOOL EMPLOYEES

Training

In accordance with 70 O.S. §1210.199 the district shall ensure that a minimum of one certified teacher and one non-certified staff member, at each school site, receives training in cardiopulmonary resuscitation (CPR) and the Heimlich maneuver each school fiscal year.

The training may be obtained through any reputable entity such as the American Red Cross, American Heart Association or others, including training provided by a school employee qualified to train others in basic life support including CPR and the Heimlich.

Documentation of Training

Each employee satisfactorily completing training mandated by this policy shall receive a card or other documentation of successful completion of a course in CPR and including the Heimlich maneuver. The district shall also maintain a list of all employees trained pursuant to this policy and the applicable law, including the date of training, the entity or qualified individuals providing training, and the date by which retraining should occur for a trained individual to adequately retain skills acquired through training.

Periodic Renewal of Training

Renewal courses shall be offered at least every two years to employees who have received training through the school district or through alternate sources.

Liability

There is no liability to the district or to individual employees for injury or death of a student, teacher, or other person resulting from CPR or choking incidents; however, neither this policy nor the applicable Oklahoma law regarding training of school employees eliminates liability, if any, under the ***Oklahoma Governmental Tort Claims Act***.

Adopted: February 11, 2008