GUTHRIE PUBLIC SCHOOLS BOARD OF EDUCATION SPECIAL MEETING VIDEOCONFERENCE

TUESDAY AUGUST 18, 2020 8:00 A.M.

This meeting is being conducted entirely by videoconference, pursuant to the Oklahoma Open Meeting Act, as amended by Senate Bill 661. There is no physical site or location for this meeting. Each member of the Board of Education will be appearing for the meeting remotely using videoconferencing. Members of the public may access and watch the meeting at:

 $\frac{https://www.facebook.com/Guthrie-Public-Schools-227858607250575/?eid=ARBRzsg4q-MGPLzmwYd0lWTZyppm7Boryma8Vn689DUp1HG5h6UWzjrO3xveDRzt_zVL3weFOX_MTmuFn.$

If the audio is disconnected during the meeting, then the meeting will be stopped and reconvened once the audio connection is restored. If the audio connection has not been restored within 15 minutes, then the meeting will be reconvened via videoconference on AUGUST 19, 2020 at 8:00 a.m.

AGENDA:

1.	Call to Order
2.	Roll Call
3.	Establish a Quorum
4.	Pledge of Allegiance
5.	Moment of Silence
6.	Recommendation, consideration and action upon District Policy: C-29 Cybersecuritypages 4-5

7.	D-9B Compliance with Regulation Regarding the FMCSA Clearinghouse
8.	Recommendation, consideration and action upon District Policy: D-50 Teleworkingpages 13-15
9.	Recommendation, consideration and action upon District Policy: F-11A Emergency Medical Services at District Athletic Events and Activities page 16
10.	Recommendation, consideration and action to name Elisha Jahnke as the Minutes Clerk for the Guthrie Board of Education.
11.	Proposed executive session for the purpose of discussing employment of personnel, FMLA requests, resignation/separation from employment and transfer of position requests all as set out on the Personnel Reports, teacher negotiations for 2020-2021, Support Personnel Handbook for 2020-2021, Administrator's Handbook and Salary Schedule for 2020-2021, and extra duties, disclosure of which information would violate the confidentiality requirements of state and/or federal law all pursuant to 25 OKLA. STAT. Section 307 (B) 1, 2 and 7 A. Vote to go into executive session B. Acknowledge Board's return to open session C. Statement of minutes of executive session
12.	Vote on action as set out on the Personnel Reportspage 17
13.	Recommendation, consideration and action upon Negotiated Agreement between the Guthrie Association of Classroom Teachers and the Guthrie Board of Education for 2020-2021
14.	Recommendation, consideration and action upon Support Personnel Handbook for 2020-2021pages 50-88
15.	Recommendation, consideration and action upon Administrator's Handbook and Salary Schedule not including the Superintendent for 2020-2021pages 89-99
16.	Action upon recommendation of extra-duty assignments as listed for 2020- 2021pages 100-105

17. Adjourn

Dr. Mike Simpson Superintendent

kj		
Posted by:		
Date:	Time:	
Place:		

CYBERSECURITY

The District takes seriously the safety and security of its students and staff, which includes electronic security. Therefore, it is the policy of the District to have in place measures to prevent unauthorized access to its computer networks and to prevent the online theft, disclosure, use, or dissemination of personally-identifiable information stored on its computer networks (a "security incident").

Cybersecurity Protection Measures Generally

The Director of Technology shall be responsible for the design and monitoring of measures to prevent and respond to unauthorized or unlawful access to or use of data on the District's computer networks ("preventative measures"). These measures shall include identifying network vulnerabilities, developing disaster recovery and business continuity plans, establishing clear procedures that comply with this policy, and educating all stakeholders and users on the importance of computer network security. Additionally, the storage of personally-identifiable information stored on District computer networks should be designed so that in the event of a data breach incident, the following data elements associated with the first name or first initial and last name of an individual are either encrypted or redacted: (a) social security number, (b) driver license number or state identification card issued in lieu of a driver license, or (c) financial account number, or credit card number, in combination with any required security code, access code, or password that would permit access to the financial account of the individual.

Security and Monitoring

The District will take reasonable efforts to maintain computer network security, whether threatened by security breach, human error, hardware malfunction, or otherwise. The Director of Technology shall be responsible for securing and actively monitoring the District's computer network ("network") to identify, contain, mitigate, and report any security incident, which may include contracting with a third party for such services. However, any staff member who suspects or becomes aware of a security incident shall immediately notify the Director of Technology.

The Director of Technology shall also be responsible for designing, or having in place, adequate preventative measures, including perimeter and access controls, to regulate digital traffic between the District's computers and external entities. To the extent practicable, the electronic transmission of personally-identifiable information should be encrypted or redacted. Additionally, the Director of Technology shall ensure the District's network and all District computer equipment are protected from malicious software attacks such as viruses, ransomware, spyware, and malware by commercial grade cybersecurity software and appropriate and regularly-updated software, including timely installation of necessary software patches.

The Director of Technology shall annually report to the board of education regarding the adequacy of the District's preventative measures, including any security incidents that have occurred, the District's responses to those incidents, and subsequent improvements to network security. The Director of Technology shall also conduct vulnerability assessments to monitor the efficacy of the District's preventative measures and make ongoing improvements or updates to security protocols, systems, hardware, and software as necessary.

The Director of Technology shall also develop a disaster recovery or business continuity plan to be implemented in the case of a disaster or serious security incident which compromises the District's network and/or the data stored thereon. This plan shall include procedures for routinely backing-up District data to a secured, off-site location or onto appropriate backup media at a secure, off-site location. The District may contract with a third party for such services. At least [frequency, i.e., annually, semi-annually], the Director of Technology shall conduct contingency testing to ensure the speedy restoration of District systems and information in the event of a security incident or a disaster.

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Response and Reporting

In the event of a security incident, the Director of Technology shall immediately notify the Superintendent of Schools, and they, in consultation with the District's legal counsel, shall take such reasonable and appropriate steps as may be required, which may include notification to law enforcement and affected parties. The Superintendent shall also notify the Board of Education of any security incidents as soon as practicable.

Education

The Director of Technology is responsible for providing annual information technology training to District personnel who have access to sensitive and personally-identifiable information. This training will emphasize such employees' personal responsibility for protecting the District's network and personally-identifiable information. Additionally, and on an ongoing basis, the Director of Technology will provide guidance to all District employees on best practices to mitigate against the threats of a cyber-attack.

Reference: Okla. Stat. tit. 74, § 3113.1; Okla. Stat. tit. 24, §§ 161–166 ("Security Breach Notification Act"); 20 U.S.C. § 1232g, 34 C.F.R. Part 99 ("FERPA"); 47 U.S.C. § 254; 47 C.F.R. § 54.520 ("Children's Internet Protection Act"); 20 U.S.C. § 7131 ("Elementary and Secondary Education Act"); 15 U.S.C. § 7001

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COMPLIANCE WITH REGULATIONS REGARDING THE FMCSA CLEARINGHOUSE

The District is committed to complying with all federal regulations and assuring the safety of its students. Therefore, it is the policy of the District to comply with all Federal Department of Transportation (DOT) agency regulations regarding mandatory use of the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse (Clearinghouse) to screen its current and prospective CDL employees before and throughout their employment with the District. This policy supplements the District's existing drug and alcohol testing policies regarding bus drivers.

The District may contract with a Consortium/Third-Party Administrator (Consortium) to manage its compliance with this policy and law regarding the Clearinghouse, except its obligations to register and set up and account with the Clearinghouse and pay for queries.

Definitions

"CDL Employee" means an employee of the District who performs a safety-sensitive function and must hold a CDL as a condition of their employment. This definition expressly includes any individual subject to drug testing under the District's *Drug Testing for Bus Drivers* policy.

"Current CDL Employee" means an CDL employee who was hired prior to January 6, 2020.

"Prospective CDL Employee" means either:

- a current employee of the District who seeks to perform safety-sensitive functions for the first time after January 6, 2020, and must hold a CDL as a condition to perform those safety-sensitive functions, or
- an applicant for a position within the District who was or will be hired after January 6, 2020, for which holding a CDL is a condition of employment.

Non-Delegable Duties Regarding the Drug and Alcohol Clearinghouse

The District shall itself register and set up an account with the Clearinghouse and purchase queries from the Clearinghouse. It shall not contract with a Consortium to perform those duties.

CDL Employees Hired After January 6, 2020: Pre-Employment Screening

- The District shall require all prospective CDL employees to register themselves with the Clearinghouse and provide the District with digital consent to obtain all information available from a full query.
- Until January 6, 2023, the District shall also secure the prospective CDL employee's written consent to obtain from previous and current DOT-regulated employers the following information covering the past three (3) years:
 - Any verified positive, adulterated, or substituted controlled substances test result; any alcohol confirmation test with a concentration of 0.04 or higher; any refusal to submit to a test in violation of 49 C.F.R. § 382.211; or any employer has reported actual knowledge, as defined at § 382.107, that the driver used alcohol on duty in violation of § 382.205, used alcohol before duty in violation of § 382.207, used alcohol following an accident in violation of § 382.209, or used a controlled substance, in violation of § 382.213.
 - O The District shall obtain the necessary consent and conduct a full query through the Clearinghouse for all prospective CDL employees and obtain results that confirm the prospective CDL employee's Clearinghouse record contains none of the violations listed in this section before permitting any prospective CDL employee to perform a safety-sensitive function for the District, including operating a CMV.
 - Once a prospective CDL employee has been hired, the District will conduct query requirements on the employee to the same extent those required on Current CDL Employees.

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Current CDL Employees: Conducting Queries from the Clearinghouse

- At least annually (defined as once per 365-day period), the District shall conduct queries (full or limited) from the Clearinghouse on each CDL employee to determine whether information exists in the Clearinghouse. Any query run on an employee (including any full query run on a prospective CDL employee) shall count towards this requirement.
- When the District runs full queries on its CDL employees, it shall require those employees to register with the Clearinghouse and provide digital consent for the District to obtain all information available from a full query.
- The District may, in lieu of full queries, annually obtain its CDL employees' written consent and perform limited queries of the Clearinghouse.
 - Should a limited query show that information exists within the Clearinghouse about a particular CDL employee, the District shall, within 24 hours of conducting the limited query, require the employee to register with the Clearinghouse (if not already registered) and provide digital consent for the District to obtain all information available from a full query; the District shall then conduct a full query to confirm the CDL employee's Clearinghouse record contains none of the prohibitions listed below.
 - o If the District fails to conduct a full query with the prescribed 24 hours, it shall not permit the CDL employee to continue to perform safety-sensitive functions until the District obtains a full query showing none of the prohibitions listed below.

Prohibitions

- The District shall not permit a CDL employee to perform any safety-sensitive function if they refuse to provide the necessary consents or the results of a Clearinghouse query demonstrate any of the following:
 - o a verified positive, adulterated, or substituted controlled substances test result; an alcohol confirmation test with a concentration of 0.04 or higher; a refusal to submit to a test in violation of 49 C.F.R. § 382.211; an employer has reported actual knowledge, as defined at § 382.107, that the driver used alcohol on duty in violation of § 382.205, used alcohol before duty in violation of § 382.207, used alcohol following an accident in violation of § 382.209, or used a controlled substance in violation of § 382.213, except where a query of the Clearinghouse demonstrates that:
 - (1) That the driver has successfully completed the Substance Abuse Professional (SAP) evaluation, referral, and education/treatment process set forth in part 40, subpart O, of title 49; achieves a negative return-to-duty test result; and completes the follow-up testing plan prescribed by the SAP.
 - (2) That, if the driver has not completed all follow-up tests as prescribed by the SAP in accordance with 49 C.F.R. § 40.307 and specified in the SAP report required by § 40.311, the driver has completed the SAP evaluation, referral, and education/treatment process set forth in part 40, subpart O, of title 49 and achieves a negative return-to-duty test result, and the employer assumes the responsibility for managing the follow-up testing process associated with the testing violation.

Recordkeeping Requirements

• The District shall retain for three (3) years a record of each Clearinghouse query it runs and all information received in response to each query made. The District shall additionally retain any written employee consent to limited queries for a period of not less than three (3) years from the last date a query was run on the employee.

Updating the Clearinghouse

- The District or a Service Agent on behalf of the District, shall, by the close of the third business day following the date on which it obtained information related to a CDL employee, update the Clearinghouse with all information required under 49 C.F.R. §382.705(b), in any of the following circumstances:
 - o An alcohol confirmation test with a concentration of 0.04 or higher or a refusal to test for alcohol.
 - o Refusal to test for drugs when a determination by an MRO is not required.
 - Actual knowledge (defined by 49 C.F.R 382.107) that a driver has used alcohol on duty, used alcohol within four (4) house of coming on duty, used alcohol prior to a post-accident test, or has used a controlled substance.
 - o Negative return-to-duty test results (drug and alcohol testing); and
 - o Completion of a follow-up test.

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- A SAP or MRO as defined in the *Drug Testing for Bus Drivers* policy shall report any information required by 49 C.F.R. 382.705 in the circumstances required pursuant to that regulation. The circumstances that must be reported include:
 - o Verified positive, adulterated, or substituted controlled substance tests results (MRO);
 - o Refusal-to-test determination by the MRO (MRO);
 - o A negative return-to-duty test (SAP); and
 - o An employer's report of completion of follow-up testing (SAP);

Use of the Drug and Alcohol Clearinghouse to Comply with 40 C.F.R. § 40.25

• As of January 6, 2023, the District shall use the Clearinghouse in accordance with 49 C.F.R. § 382.701(a) to comply with its obligations under 49 C.F.R. § 40.25 regarding its drug and alcohol testing requirements for CDL employees; except, where an employee subject to follow-up testing has not successfully completed all follow-up tests, the District shall then request the employee's follow-up testing plan directly from the previous employer in accordance with § 40.25(b).

Additionally, the District shall request information required under § 40.25 directly from those employers regulated by a DOT agency other than FMCSA if a prospective CDL employee was subject to an alcohol and controlled testing program under the requirements of a DOT Agency other than FMCSA.

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Driver

Guthrie Public Schools <u>Bus Driver Consent for Release of Information and General Consent for</u> Limited Queries of the FMCSA Drug and Alcohol

Emirca Queries of the Pinessa Drug and Alcohor
I, hereby agree to allow any of my former Department of Transportation ("DOT") regulated employers, who have employed me within three (3) years of the date that I applied for a position with Guthrie Public Schools (the "District"), to release information concerning my prior drug and alcohol tests and results. This is for any position I held which required the performance of safety-sensitive duties. I understand that the District is required by law to obtain my consent in writing, and my signature below authorizes any of my forme DOT-regulated employers to release the following information to the District:
 Alcohol tests with a result of 0.04 or higher alcohol concentration; Verified positive drug tests; Refusals to be tested (including verified adulterated or substituted drug test results); Other violations of DOT agency drug and alcohol testing regulations; and Documentation of the successful completion of the return-to-duty requirements (if I have violated a drug or alcohol regulation).
I further agree to turn over copies of any documentation or information I have in my possession that relates to the five (5) areas described above. I understand that if I refuse to consent in writing to the release of the above information, federal law prohibits me from performing safety-sensitive duties. I also understand that I must complete a Release of Information Form related to any employer that is subject to the consent above.
I also provide consent to the District to conduct a limited query of the Federal Motor Carrier Safety Administration (FMCSA) Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse. My consent will remain in effect for the duration of my employment with the District.
I understand that if the limited query conducted by the District indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the District without first obtaining additional specific consent from me.
I further understand that if I refuse to provide consent for the District to conduct a limited query of the Clearinghouse, the District must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations.
By signing below, I acknowledge that I have read, understand and agree to the foregoing. I also acknowledge and affirm that I have provided the District with a complete listing of my former employers, including my former DOT regulated employers.

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Date

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List of Prior Employers

Employee must list all employers within the past three years of his/her date of application. Attach additional pages if necessary.

Previous Employer Information		
Dates of Employment		
Dates of EmploymentPrevious Employer Name:		
Address:		
1 HOHE #.	rax #	
Job Position:	CDL required	d? Yes /No
While in this position, were you subject to De	OT Drug Testing? Yes	s /No
If the answer to either of these questions is Y	ES, you must complet	te a Release of Information Form for
employer.		
Dates of Employment		
Previous Employer Name:		
Address:		
Phone #:	Fax #:	
Job Position:	CDL required	d? Yes /No
While in this position, were you subject to D	OT Drug Testing? Yes	s/No
If the answer to either of these questions is Y	ES, you must complet	te a Release of Information Form for
employer.		
Dates of Employment		
Dates of Employment Previous Employer Name:		
Address:		
Address: Phone #: Job Position: While in this position, were you subject to D	Fax #:	
Job Position:	CDL required	d? Yes /No
While in this position, were you subject to D	OT Drug Testing? Yes	s/No
If the answer to either of these questions is Y	ES, you must complet	te a Release of Information Form for
employer.		
Dates of EmploymentPrevious Employer Name:		
Previous Employer Name:		
Address:		
Pnone #:	Fax #:	
Job Position:	CDL required	d? Yes /No
While in this position, were you subject to D	OT Drug Testing? Yes	s/No
If the answer to either of these questions is Y	ES, you must complet	te a Release of Information Form for
employer.		
For Administrative Use Only:		
	(date)	(District employee initials)
Consent form provided to bus driver:	· 	<u> </u>
Consent form returned from bus driver:		
Consent declined:		

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General Consent for Limited Queries of the Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Clearinghouse

I provide consent to the District to conduct a limited query of the Federal Motor Carrier Safety Administration (FMCSA) Commercial Driver's License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse. My consent will remain in effect for the duration of my employment with the District.

I understand that if the limited query conducted by the District indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the District without first obtaining additional specific consent from me.

obtaining additional specific consent from me.		
I further understand that if I refuse to provide consent	t for the District to conduct a limited query of the	
Clearinghouse, the District must prohibit me from per	erforming safety-sensitive functions, including driver	ving a
commercial motor vehicle, as required by FMCSA's of	drug and alcohol program regulations.	
By signing below, I acknowledge that I have read, un-	nderstand and agree to the foregoing.	
Employee Signature	Date	

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"Release of Information Form -- 49 CFR Part 40 Drug and Alcohol Testing"

Employees MUST complete one form for every previous DOT-regulated employer they have been employed at in the past THREE years.

Employee Printed or Typed Name:	
Employee SS or ID Number:	
Section I. To be completed by the employee: I-A. Previous Employer Information Previous Employer Name:	
Address:	
Phone #:	Fax #:
Designated Employer Representative (if known): I-B. New Employer Information	
New Employer Name: Guthrie Public Schools Phone #: Designated Employer Representative:	Address: 802 E. Vilas, Guthrie, OK 73044 Fax #:
alcohol testing records by my previous employer, lis release is in accordance with federal regulations und	f a drug and alcohol rule violation;
Employee Signature:	
Section II. To be completed by the previous employ II-A. In the three years prior to the date of the employ 1. Did the employee have alcohol tests with a result 2. Did the employee have verified positive drug tests 3. Did the employee refuse to be tested? YES 14. Did the employee have other violations of DOT agtesting regulations? YES NO 5. Did a previous employer report a drug and alcoho 6. If you answered "yes" to any of the above items, a employee complete the return-to-duty process? N/A NOTE: If you answered "yes" to item 5, you must provitem 6, you must also transmit the appropriate return record(s)).	yer and transmitted by mail or fax to the new employer: oyee's signature (in Section I), for DOT-regulated testing: of 0.04 or higher? YES NO s? YES NO Place of O.04 or higher? YES NO of O.04 or higher? YES NO of O.05 or higher? YES NO of O.06 or higher? YES NO of O.07 or higher? YES NO of O.08 or higher? YES NO of O.09 or higher? YES NO
II-B. Name of person providing information in <i>Section II-</i>	-A: Date:
Title:	Phone #:

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TELEWORK DURING EXTENDED SCHOOL CLOSURE OR INTERMITTENT USE

THIS POLICY SHALL BE IN EFFECT WHEN DISTRICT SCHOOL SITES ARE CLOSED FOR AN EXTENDED PERIOD DUE TO EXIGENT CIRCUMSTANCES OR WHEN INTERMITTENT TELEWORK ARRANGEMENTS ARE WARRANTED; THESE procedures WILL NOT BE USED WHEN THE DISTRICT IS OPEN FOR IN-PERSON INSTRUCTION EXCEPT AS DETERMINED NECESSARY BY THE SUPERINTENDENT.

The board of education, while preferring that all District employees perform their work duties at their Primary Work Locations, does recognize that under certain extenuating circumstances it may be necessary to require or authorize some District employees to work from an alternative work location.

The purpose of this policy is to ensure the District is able to effectively continue educating and serving its students when it is required to temporarily close District work sites for an extended period due to extenuating circumstances, including, but not limited to, pandemic health emergencies and closure orders from federal, state, or local authorities or when the Superintendent determines that intermittent telework arrangements are necessary and meet District needs.

DEFINITIONS

- **District Work Location:** A location, either on or off District property, to which a Teleworking Employee must physically report to complete a task or work assignment by his/her supervisor.
- On-Call: A work assignment where the employee is considered "at work," though not physically present at his/her Primary Workplace, by being immediately available and accessible by electronic or telephonic means during the employee's regular work hours, including any other designated hours due to a staggered or alternate work schedule, and who is required to physically report to a District Work Location or the Teleworking Employee's Primary Workplace when directed by their supervisor.
- Primary Workplace: The Teleworking Employee's usual and customary workplace or work site.
- **Telework/Teleworking:** A flexible work arrangement in which the superintendent or designee directs or allows Teleworking Employees to perform their essential job functions at pre-approved Telework Locations in accordance with their same performance expectations.
- Telework Employee(s)/Teleworking Employee(s): District personnel who have been authorized by District administration to Telework during a Telework Event to produce an agreed upon work product and/or complete work-related duties. This includes support personnel who are working On-Call.
- **Telework Event:** A potentially recurring situation during which time designated employees may Telework in lieu of physically reporting to their Primary Workplace.
- Telework Location: A work site or space not owned or leased by the District, but which is an approved location from which Teleworking Employees may perform their assigned job functions, which can include an employee's home. A Telework Location is one which is safe, secure, free of undue distractions, adequately equipped to allow the Teleworking Employee to complete assigned work tasks and duties, and one which allows the employee to be immediately available and accessible by electronic or telephonic communication means during regular work hours and any other assigned or designated hours (e.g., required office hours pursuant to any virtual or distance learning policy).

GENERALLY

In circumstances which necessitate extended cessation of in-person instruction and/or closure of some or all District work sites, the District considers Telework to be a viable alternative work arrangement for the delivery of instruction and services to students from designated certified employees and support staff. Therefore, under certain

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circumstances, the board of education (board) delegates authority to the superintendent or designee to designate employees, individually or collectively, who may or must Telework until further advised.

Teleworking, in part or whole, will continue as an acceptable work arrangement as long as, in the superintendent's sole discretion, such conditions continue to exist which necessitate the use of Teleworking as a means to deliver instruction and/or services to students. The superintendent will consider local, state and/or federal guidance related to the Telework Event when making this determination.

The decision of whether Telework is appropriate or required for a particular employment position is at the sole discretion of the superintendent. The superintendent or designee is authorized to establish any necessary guidelines or procedures to be used in identifying suitable work positions and employees who are eligible to Telework and may require any employee to Telework or not Telework. Teleworking arrangements may be discontinued at any time with reasonable advance notice.

Telework may be appropriate for some employment positions and employees; however, Teleworking is not an entitlement. Telework may be denied to certain employees at the sole discretion of the superintendent or designee, and any such denial is not appealable to the board. The superintendent's discretion under this policy shall, in compliance with federal and state antidiscrimination laws, be exercised in a non-discriminatory manner.

Notwithstanding the provisions above, if the assignment or denial of Telework to an employee effectively results in a demotion, suspension, or termination, this policy shall not prevent a qualified employee from exercising due process rights under the district's policies related to that demotion, suspension or termination.

Not all employees may be eligible for Teleworking. Employees who may not be eligible to Telework can include, but are not limited to, those employees that are identified as emergency personnel, members of critical infrastructure pursuant to any federal or state order, or employees whose physical presence at their Primary Workplace is essential to the performance of their duties (e.g., food service, maintenance, administrative personnel, etc.). If an employee is not eligible for Telework and the employee is unable to work during assigned hours, the employee may be required to take any available accrued leave, whether paid or unpaid, in compliance with relevant District leave policies, unless the employee is eligible for other state or federal leave benefits available at the time.

Neither this policy, nor the procedures outlined herein, are intended to and do not confer additional employment rights on any District employee, including the right to Telework or be assigned to a position that is eligible for Teleworking under this policy.

The board reserves discretion to overrule or modify the superintendent's decisions to permit, require, or terminate Telework under this policy.

TELEWORK LOCATION APPROVAL:

Any and all telework locations must be approved prior to the employee beginning telework assignments. It is the duty of the employee to provide the address of the telework location to the superintendent/designee and to receive written approval within a reasonable time frame prior to commencing telework. No employee shall commence telework without written prior approval of the telework location by the superintendent or designee. The requested telework location may be denied to employees at the sole discretion of the superintendent or designee. Telework out-of-state will not be approved due to the myriad tax, employment and other issues presented when employees seek to work in out-of-state locations.

If an employee wishes to work from an alternative location, other than the pre-approved location, the employee must give two weeks notice to the superintendent/designee including the new address of the location and reason for the relocation. The employee must receive written approval prior to commencing telework in the new location.

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All teleworking employees must be available to report to the district worksite location at all times during work hours unless a health consideration exists.

CONDITIONS OF TELEWORK

Employees may not Telework on a full-time, permanent basis. Teleworking Employees shall adhere to all applicable District policies and procedures, unless specifically preempted pursuant to this policy.

Employees who Telework via electronic means must be computer literate and have access to a pre-approved, appropriate Telework Location, along with the required computer and telecommunications resources necessary for completion of work responsibilities. District-owned software may be installed on a Telework Employee's personal computer equipment in compliance with and subject to applicable software license agreements and must be removed from the employee's personal electronic equipment upon direction by District Administration. In all cases, if an employee separates from the District for any reason, all District software must be removed from the employee's personal electronic equipment.

Employees must seek prior approval to remove district technology or equipment from the pre-approved telework location. Absent approval, teleworking employees may not remove district technology or equipment from the pre-approved telework location for any reason.

Teleworking Employees must be available by phone and email during their regularly-scheduled work hours and during any alternate or staggered schedule hours as necessary under the circumstances and assigned by the employee's supervisor (e.g., scheduled office hours pursuant to any virtual or distance learning policy). Attendance at the employee's Primary Workplace for mandatory on-site meetings, training sessions, or other official District business activities is required when scheduled by the District.

On-Call Employees must be immediately available and accessible by electronic or telephonic communication means during the employee's regular work hours, including any other designated hours due to a staggered or alternate work schedule, from their Telework Location and are required to physically report to a District Work Location or the Teleworking Employee's Primary Workplace when directed by their supervisor.

All District and professional standards of performance and conduct that apply in the employee's Primary Workplace continue to apply at Telework Locations. Furthermore, employees shall adhere to all District policies, rules, and regulations while Teleworking. Employees with questions as to how a specific policy or procedure will be effective in the Telework environment should contact their direct supervisor for guidance.

The District may, but is not required, to give the employee a list of directives regarding teleworking in relation to this policy. Any work-related injuries that occur while the employee is teleworking must be reported to the District.

IMPACT ON SALARY AND BENEFITS

Any change in salary and hourly pay or benefits will be done in accordance with Oklahoma law. Teleworking employees unable to Telework due to illness or other reasons should contact their supervisor in accordance with District leave policies.

TELEWORKING AS AN ADA ACCOMMODATION

This policy does not apply to employees who Telework as an accommodation under the Americans with Disabilities Act (ADA). Should the District determine that Teleworking is a reasonable accommodation under the ADA and does not impose an undue burden on the District, the District and employee shall follow the District's applicable ADA accommodations procedures and policies with respect to such accommodation.

Reference: 29 U.S.C. 201–209; 42 U.S.C. 12101 et seq., 28 C.F.R. pt. 35

Adoption Date: 8-18-2020 Revision Date(s): Page 3 of 3

EMERGENCY MEDICAL SERVICES AT DISTRICT ATHLETIC EVENTS AND ACTIVITIES

As required by the Riley Boatwright Act, prior to the beginning of the 2020-2021 school year, the board of education shall coordinate with the emergency medical services provider that serves the area in which the district is located and develop a plan for the provision of emergency medical services at athletic events or activities held at district facilities.

This plan shall be reviewed and updated annually, as appropriate, and placed on file with both the district and the emergency medical services provider.

Reference: Okla. Stat. tit. 70, § 27-104 FIRST AID STUDENTS (REGULATION)

Adoption Date: 8-18-2020 Revision Date(s): Page 1 of 1



Board of Education Personnel Reports August 18, 2020

Employment Request

Classification Certified		Teaching	First	Hrs. Pe	r Rep	lacing
Name	Site	Assignment	Work Day	Day		
Carr, Taylor	Charter Oak	1st Grade	08-17-20	6	Gab	by Broderick
Paul, Christy	GUES	5 th Gr. Reading	08-17-20	6	Ken	dra McNew
Perez, Cassie	GUES	5 th Gr. Math	08-17-20	6	Van	gie Goddard
Rodriguez, Andrea	HS	German/Comp. Apps	08-17-20	6	Alli	son Lee-Lucas
Classification Support		Teaching First	Pay]	Hrs. Per	Replacing
Name	Site	Assignment Work	Day Grad	e I	Day	

FMLA Requests

Certified: Support: 1

Transfer of Position Report

Classification Certified Name	Transferred From	Transferred To	Replacing
McNew, Kendra	5 th Gr. Reading	Interventionist	Mary Lee Meisner
Classification Classified Name	Transferred From	Transferred To	Replacing

Separation of Employment

Classification Certified		Teaching	Reason for		
Name	Site	Assignment	Separation	Effective Date	
Broderick, Gabby	Charter Oak	1 st Grade	resignation	08-11-2020	
Classification Class	ified		Reason for		
Name	Site	Position	Separation	Effective Date	
		Position	Separation	Effective Date	
		Position Custodian	Separation termination	Effective Date 08-12-2020	



NEGOTIATED AGREEMENT

FOR THE GUTHRIE ASSOCIATION OF CLASSROOM TEACHERS AND THE GUTHRIE BOARD OF EDUCATION

201920-202021

ALSO AVAILABLE AT www.guthrieps.net PUBLICATIONS

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ARTICLE I: CLASS SIZE

The Guthrie Public School System shall comply with the standards for class size as prescribed

by O.S. 70-18-113.1 through O.S. 70-18-113.3.

ARTICLE II: PAYROLL DEDUCTIONS

- A. Certified employees shall be offered automatic payroll deductions of professional dues, which would include membership, when applicable, in the Guthrie Association of Classroom Teachers, the Oklahoma Education Association and the National Education Association.
- B. Amounts of dues to be deducted shall be made known by the Association to the payroll office at least twenty (20) days prior to the first deduction.
- C. Payroll deductions of professional dues shall be prorated until June 30 of each year to equal the full yearly amounts.
- D. Other payroll deductions, such as charitable contributions, shall be prorated until June 30 of each year to equal the full yearly amounts.
- E. Guthrie Public Schools shall provide for electronic deposit of payroll checks to the financial institution of the employee's choice. Guthrie Public Schools shall schedule an open enrollment period each year which will coincide with existing Section 125 deadlines and will allow one additional change per year, per employee, except in extenuating legal circumstance.

Notice: Except as otherwise provided by law, the business office requires that new insurance companies applying for payroll deduction slots have a minimum of ten (10) policies in force and receive approval from the Superintendent of Schools or his designee.

The deadlines for initiating Section 125 employee payroll deductions are September 1st and January 1st of each fiscal year. The January 1st deadline applies to Oklahoma State and Education Employee Group Insurance Board benefits only. Employees new to Guthrie Public Schools after the applicable deadlines each year are required to designate payroll deductions within thirty (30) days of employment.

ARTICLE III: PERSONNEL POLICY AND PROCEDURES

- A. The Board shall provide materials and the Association shall reproduce the Negotiated Agreement and provide a copy to each certified staff member at the beginning of each school year within thirty (30) working days of the ratification of the negotiated agreement. Teachers hired during the school year will be provided a copy when their employment is approved by the Board of Education.
- B. Board policies and administrative regulations will be placed in each school's administration office and media center and will be available to teachers. One additional set of Board policies and administrative regulations will be available in the Upper Elementary School and the High School media center.
- C. Teachers will be notified of changes in existing policies or procedures or the addition to same. Within twenty (20) days of such change or addition being officially acted upon, such changes will be available in each school's official copies of Board policies and administrative regulations.

ARTICLE IV: TEACHING FACILITIES

A. The Board will strive to provide adequate and safe teaching facilities at each school. Teachers may report perceived unsafe conditions, in writing, to their building principal. Principals shall provide written acknowledgement of any such notice and provide a copy to the Office of the Superintendent.

ARTICLE V: SCHOOL PARKING

Each school building shall have an area designated for staff parking where feasible. Such area shall be convenient to the building, safe-guarded for teacher and personal property protection and adequately surfaced. The parking needs of each school are to be presented by the teachers and administration of each school to the Board of Education. The Board shall consider the recommendations and attempt to meet these needs.

ARTICLE VI: TRANSFERS AND/OR REASSIGNMENTS

- A. When a vacancy occurs, the Superintendent or his/her representative shall deliver notices of vacancies for any certified position to be posted in a designated area within one (1) week after official declaration of vacancy.
- B. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building in a teaching position for which they are qualified may file a written statement of such desire with the Superintendent or his/her designee. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the schools to which the teacher desires to be transferred, in order of preference.

Teachers may request a transfer to any position for which they feel they are qualified. A teacher requesting a transfer shall (1) be notified within five (5) working days that the request was received; (2) be considered for the position before any applicant from outside the district; and (3) if the teacher is interviewed for the position and not selected, the teacher will be notified within five (5) working days after the position has been filled.

Teachers who have filed a written request for transfer with the Office of the Superintendent on a timely basis may, if they desire, contact the building principal where the vacancy exists and schedule an interview for the position.

A written request shall remain on file for one (1) calendar year. Requests for transfers will be placed on a master list and made available to all principals.

- C. In order to notify interested certified personnel of vacancies that occur during the summer recess, faculty members should leave self-addressed, stamped envelopes with the Superintendent or his/her representative.
- D. In determination of requests for reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and the best interests of the school system.
- E. If it becomes necessary to involuntarily transfer or reassign a teacher, the teacher shall be notified as soon as possible after the decision is made. Attempts will be made to facilitate the transfer with a qualified voluntary transfer first; if said volunteer is not transferred to the position, written notification will be given by the principal or Superintendent.
- F. Teachers being reassigned at the end of the school year will be given, at that time, a written notification of the change in teaching assignment for the next term. When changes must be made in the summer, notification of change will be made within three (3) days of School Board approval of change. In case of administrative change of schedule, notification will be made as soon as possible.

ARTICLE VII: PREPARATION AND DUTY-FREE PERIODS

- A. Full-time teachers shall be allowed a minimum of one (1) class period per day, or in the case of elementary K-6, an earnest attempt will be made to provide forty (40) minutes, but not less than thirty (30) minutes, daily for the purpose of the uninterrupted preparation for his/her classroom responsibilities. Each teacher shall have not less than two hundred (200) minutes per week.
- B. In the event a teacher is requested by the administration to cover a class, he/she shall be compensated at the rate of fifteen (\$15) dollars per class period, not to exceed thirty (\$30) dollars daily.
- C. On days a teacher is not scheduled for lunch duty, teachers shall be provided with a minimum of thirty (30) minutes duty-free lunch time.
- D. Each principal shall form a faculty committee for the purpose of input into the scheduling of duties during the regular school day.

ARTICLE VIII: SALARY SCHEDULE

A. Activity sponsorships are voluntary. If there is no volunteer, activity sponsors will be appointed by the principal in a fair and equitable manner. No individual shall be involuntarily assigned any sponsorship for more than one (1) school year. Sponsoring activities is a part of the contract and will be listed as "Extra Duty Assignment."

- B. Payday shall be on the 25th day of each month. When that date falls on a weekend or holiday, checks will be issued on the last workday preceding that date. Summer checks will be available on the corresponding day in June.
- C. All teachers will be paid in twelve (12) equal warrants per school year with the final three (3) warrants provided no later than the last business day of June of the fiscal year, when requested by the teacher.
- D. The Guthrie Board of Education shall calculate deductions from a teacher's salary on the basis of actual employment contract period.
- E. Existing Extra Duty Stipends will be retained for the 201920-2021 contract year at 201819-1920 negotiated levels. with the following adjustments:
 - a. Junior High Builders Club \$800
 - b. Wrestling Summer Pride (Jr. High and High School) \$2,000 Softball Summer Pride (High School) \$2,000
- F. The District agrees to adjust the 2019-20 2020-2021 Salary Schedules in accordance with the requirements of S.B. 1048, H.B. 2765 and state law. to include step 31 with the increased amount of \$395.25.
 - a. Each qualified full time teacher will receive a step increase and an additional \$1,220 increase for the 2019-20 contract year.
 - b. In addition to (a.) above, the District will add the equivalent of one (1) additional FY 2019-20 step increase to each experience step on the various salary schedules.
- G. For the 201920-202021 school year, the Board shall purchase for each individual teacher a term life insurance policy of \$10,000. This benefit shall be in addition to regular annual compensation provided through the 201920-202021 teachers' salary schedule.

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- H. Teachers who attain National Board Certification after June 30, 2013, if eligible, will receive no less than the compensation set forth for National Board Certification in the State Minimum Salary Schedule.
- I. Existing 201819-201920 summer school pay will be continued for the 201920-202021 contract year.

GUTHRIE PUBLIC SCHOOLS 2020 - 2021 SALARY SCHEDULE BACHELOR

			TOTAL		*STATE FLEXIBLE			
		DISTRICT	DISTRICT	RETIREMENT	BENEFIT	ENSATION AND	BENEFIT	ENSATION AND
		PAID	PAID	CREDIT		BENEFITS FROM		BENEFITS FROM
	BASE	TEACHER	COMPENSATION	CURRENT	CURRENT	ALL SOURCES	CURRENT	ALL SOURCES
YRS. EXP.	SALARY	RETIREMENT	AND BENEFITS	YEAR ONLY	YEAR ONLY	(OPTION 1)	YEAR ONLY	(OPTION 2)
0	36,531.25	2,749,67	39,280.92	60.15	836.52	40,177.59	7,390.80	46,731.87
1	36,939.00	2,780.36	,	103.41	836.52		7,390.80	47,213.57
2	37.346.75	2,811.05	,	145.65	836.52		7,390.80	47,694.25
3	37,756.50	2,841.89	40,598.39	188.15	836.52	41,623.06	7,390.80	48,177.34
4	38,163.25	2,872.51	41,035.76	233.33	836.52	,	7,390.80	48,659.89
5	38,597.00	2,905.16	41,502.16	278.76	836.52		7,390.80	49,171.72
6	38,999.75	2,935.47	41,935.22	325.26	836.52	43,097.00	7,390.80	49,651.28
7	39,460.00	2,970.11	42,430.11	372.82	836.52	43,639.45	7,390.80	50,193.73
8	39,894.00	3,002.78	42,896.78	421.44	836.52		7,390.80	50,709.02
9	40,329.00	3,035.52	43,364.52	471.12	836.52	44,672.16	7,390.80	51,226.44
10	40,980.00	3,084.52	44,064.52	521.87	836.52	45,422.91	7,390.80	51,977.19
11	41,317.00	3,109.89	44,426.89	573.67	836.52	45,837.08	7,390.80	52,391.36
12	42,203.50	3,176.62	45,380.12	626.54	836.52	46,843.18	7,390.80	53,397.46
13	42,464.75	3,196.28	45,661.03	680.48	836.52	47,178.03	7,390.80	53,732.31
14	42,929.00	3,231.22	46,160.22	735.47	836.52	47,732.21	7,390.80	54,286.49
15	43,430.25	3,268.95	46,699.20	791.53	836.52	48,327.25	7,390.80	54,881.53
16	43,874.48	3,302.39	47,176.87	848.65	836.52	48,862.04	7,390.80	55,416.32
17	44,337.74	3,337.26	47,675.00	906.83	836.52	49,418.35	7,390.80	55,972.63
18	44,800.99	3,372.13	48,173.12	966.07	836.52	49,975.71	7,390.80	56,529.99
19	45,264.24	3,406.99	48,671.23	1,026.38	836.52	50,534.13	7,390.80	57,088.41
20	45,767.49	3,444.87	49,212.36	1,087.75	836.52	51,136.63	7,390.80	57,690.91
21	46,210.74	3,478.24	49,688.98	1,150.18	836.52		7,390.80	58,229.96
22	46,675.99	3,513.26	50,189.25	1,213.68	836.52	52,239.45	7,390.80	58,793.73
23	47,138.26	3,548.05	50,686.31	1,278.23	836.52	52,801.06	7,390.80	59,355.34
24	47,601.50	3,582.92	51,184.42	1,343.85	836.52	53,364.79	7,390.80	59,919.07
25	49,926.75	3,757.94	53,684.69	1,410.53	836.52	55,931.74	7,390.80	62,486.02
26	50,322.00	3,787.69	,	1,410.53	836.52	,	7,390.80	62,911.02
27	50,717.25	3,817.44	,	1,410.53	836.52		7,390.80	63,336.02
28	51,112.50	3,847.19	54,959.69	1,410.53	836.52	57,206.74	7,390.80	63,761.02
29	51,507.75	3,876.94	55,384.69	1,410.53	836.52	57,631.74	7,390.80	64,186.02
30	51,903.00	3,906.69	55,809.69	1,410.53	836.52	58,056.74	7,390.80	64,611.02
31	52,298.25	3,936.44	56,234.69	1,410.53	836.52	58,481.74	7,390.80	65,036.02
Off Scale	52,693.50	3,966.19	56,659.69	1,410.53	836.52	58,906.74	7,390.80	65,461.02

^{*} Eligible staff must select either Flexible Benefit Option 1 or Flexible Benefit Option 2.

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NOTE - In addition to compensation included in the schedule above, the district will provide a \$10,000.00 life insurance policy for each employee.

Option 1 - Full-time certified staff who choose not to participate in the school sponsored major medical plan shall receive \$836.52 per

year (\$69.71 monthly) as taxable income in lieu of the Flexible Benefit Allowance.

Option 2 - Full-time certified staff who choose to participate in the school sponsored major medical plan shall receive \$7,390.80 per year (\$615.90 monthly) in Flexible Benefit Allowance toward their monthly health insurance premium.

GUTHRIE PUBLIC SCHOOLS 2020 - 2021 SALARY SCHEDULE BACHELOR + NBCT**

			TOTAL	STATE	*STATE FLEXIBLE	TOTAL COMP-	*STATE FLEXIBLE	TOTAL COMP-
		DISTRICT	DISTRICT	RETIREMENT	BENEFIT	ENSATION AND	BENEFIT	ENSATION AND
		PAID	PAID	CREDIT		BENEFITS FROM		BENEFITS FROM
	BASE	TEACHER	COMPENSATION	CURRENT	CURRENT	ALL SOURCES	CURRENT	ALL SOURCES
YRS, EXP.	SALARY	RETIREMENT	AND BENEFITS	YEAR ONLY	YEAR ONLY	(OPTION 1)	YEAR ONLY	(OPTION 2)
_								
0	37,104.75					40,794.26		
1	37,512.50			103.41		41,275.96		
2	37,922.25		40,776.62			41,758.79		
3	38,329.00		41,213.99			42,238.66		
4	38,736.75		41,652.43	233.33		42,722.28		
5	39,217.00		42,168.82	278.76		43,284.10		
6 7	39,645.00		42,629.04	325.26		43,790.82		
	40,079.00		43,095.71	372.82		44,305.05		,
8	40,514.00			421.44		44,821.41		
9 10	40,951.00			471.12		45,340.98		
	42,440.00	•				46,992.81		
11 12	42,402.00			573.67		47,003.75		
12	42,866.25					47,555.81		
	43,329.50		46,590.87	680.48		48,107.87	•	
14	43,792.75		47,088.99			48,660.98		,
15	44,294.00		47,627.97	791.53		49,256.02		
16 17	44,738.25					49,790.82		
18	45,201.50		48,603.77	906.83		50,347.12		
	45,664.75					50,904.48		
19	46,128.00		49,600.01			51,462.91	7,390.80	
20	46,633.25		50,143.29			52,067.56		
21	47,075.50	-,	50,618.83	1,150.18		52,605.53		
22 23	47,538.75		51,116.94	1,213.68		53,167.14		
	48,002.00	•	51,615.06	1,278.23		53,729.81	•	
24	48,465.25		52,113.18	1,343.85		54,293.55		
25	50,836.50		54,662.91	1,410.53		56,909.96		
26	51,036.49			1,410.53		57,125.01		
27	51,431.74			1,410.53		57,550.01	7,390.80	
28	51,826.99		55,727.96	1,410.53		57,975.01		
29	52,222.24		56,152.96	1,410.53		58,400.01		- 1
30	52,617.49	•	56,577.96	1,410.53		58,825.01	7,390.80	
31	53,012.74		57,002.96	1,410.53		59,250.01	7,390.80	
off scale	53,407.99	4,019.97	57,427.96	1,410.53	836.52	59,675.01	7,390.80	66,229.29

^{*} Eligible staff must select either Flexible Benefit Option 1 or Flexible Benefit Option 2.

NOTE - In addition to compensation included in the schedule above, the district will provide a \$10,000.00 life insurance policy for each employee.

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Option 1 - Full-time certified staff who choose not to participate in the school sponsored major medical plan shall receive \$836.52 per year (\$69.71 monthly) as taxable income in lieu of the Flexible Benefit Allowance.

Option 2 - Full-time certified staff who choose to participate in the school sponsored major medical plan shall receive \$7,390.80 per year (\$615.90 monthly) in Flexible Benefit Allowance toward their monthly health insurance premium.

^{**} This salary schedule applies only to those teachers that receive National Board Certification after June 30, 2013.

GUTHRIE PUBLIC SCHOOLS 2020-2021 SALARY SCHEDULE MASTER

		DISTRICT	TOTAL DISTRICT	STATE RETIREMENT	*STATE FLEXIBLE BENEFIT	TOTAL COMP- ENSATION AND	*STATE FLEXIBLE BENEFIT	TOTAL COMP- ENSATION AND
		PAID	PAID	CREDIT	(OPTION 1)	BENEFITS FROM	(OPTION 2)	BENEFITS FROM
	BASE	TEACHER	COMPENSATION	CURRENT	CURRENT	ALL SOURCES	CURRENT	ALL SOURCES
YRS. EXP.	SALARY	RETIREMENT	AND BENEFITS	YEAR ONLY	YEAR ONLY	(OPTION 1)	YEAR ONLY	(OPTION 2)
_								
0	37,837.25	2,847.97	40,685.22	60.15	836.52	41,581.89	7,390.80	
1	38,245.00	2,878.66	41,123.66		836.52	42,063.59	7,390.80	•
2	38,652.75	2,909.35	41,562.10			42,544.27	7,390.80	•
3	39,062.50	2,940.20	42,002.70			43,027.37	7,390.80	
4	39,469.25	2,970.81	42,440.06			43,509.91	7,390.80	
5	39,903.00	3,003.46	42,906.46		836.52	44,021.74	7,390.80	
6	40,305.75	3,033.77	43,339.52		836.52	44,501.30	7,390.80	•
7 8	40,766.00	3,068.42	43,834.42			45,043.76	7,390.80	
9	41,200.00	3,101.08	44,301.08			45,559.04	7,390.80	•
10	41,637.00	3,133.98	44,770.98			46,078.62	7,390.80	•
	43,114.50	3,245.19	46,359.69			47,718.08	7,390.80	•
11 12	43,084.25 43,809.50	3,242.91 3,297.50	46,327.16 47,107.00	573.67 626.54	836.52 836.52	47,737.35 48,570.06	7,390.80 7,390.80	,
13	44,141.73	3,322.50	47,107.00		836.52	48,981.23	7,390.80	•
14		3,357.22	47,464.23 47,960.21	735.47		49,532.20	7,390.80	
14 15	44,602.99 45,107.24	3,395.18	48,502.42			49,532.20 50,130.47	7,390.80	
16	45,550.49	3,428.54	48,979.03		836.52	50,664.20	7,390.80	•
17	46,013.74	3,463.41	49,477.15		836.52	51,220.50	7,390.80	•
18	46,476.99	3,498.28	49,975.27	966.07	836.52	51,777.86	7,390.80	•
19	46,940.26	3,533.15	50,473,41	1,026.38	836.52	52,336.31	7,390.80	
20	47,445.50	3,571.18	51,016.68		836.52	52,940.95	7,390.80	
21	47,887.75	3,604.46	51,492.21	1,150.18	836.52	53,478.91	7,390.80	•
22	48,351.00	3,639.33	51,990.33	1,213.68	836.52	54,040.53	7,390.80	
23	48.816.25	3,674.35	52,490,60			54,605.35	7,390.80	,
24	49.278.50	3,709.14	52,987.64	- 1	836.52	55,168.01	7,390.80	,
25	51.675.75	3.889.58	55,565.33	.,		57,812.38	7,390.80	,
26	52,070.99	3,919.33	55,990.32		836.52	58,237.37	7,390.80	
27	52,466.24	3,949.08	56,415.32		836.52	58,662.37	7,390.80	•
28	52,460.24	3,978.83	56,840.32	1,410.53		59.087.37	7,390.80	•
29	53,256.74	4,008.58	57,265.32			59,512.37	7,390.80	,
30	53,651.99	4,038.33	57,690.32			59,937.37	7,390.80	•
31	54.047.24	4.068.08	58,115.32		836.52	60,362.37	7,390.80	
off scale	54,442.49	4,097.83	58,540.32	1,410.53	836.52	60,787.37	7,390.80	

^{*} Eligible staff must select either Flexible Benefit Option 1 or Flexible Benefit Option 2.

7

NOTE - In addition to compensation included in the schedule above, the district will provide a \$10,000.00 life insurance policy for each employee.

Option 1 - Full-time certified staff who choose not to participate in the school sponsored major medical plan shall receive \$836.52 per year (\$69.71 monthly) as taxable income in lieu of the Flexible Benefit Allowance.

Option 2 - Full-time certified staff who choose to participate in the school sponsored major medical plan shall receive \$7,390.80 per

year (\$615.90 monthly) in Flexible Benefit Allowance toward their monthly health insurance premium.

GUTHRIE PUBLIC SCHOOLS 2020 - 2021 SALARY SCHEDULE MASTERS + NBCT**

YRS. EXP.	BASE SALARY	DISTRICT PAID TEACHER RETIREMENT	TOTAL DISTRICT PAID COMPENSATION AND BENEFITS	STATE RETIREMENT CREDIT CURRENT YEAR ONLY	BENEFIT	TOTAL COMP- ENSATION AND BENEFITS FROM ALL SOURCES (OPTION 1)	*STATE FLEXIBLE BENEFIT (OPTION 2) CURRENT YEAR ONLY	TOTAL COMP- ENSATION AND BENEFITS FROM ALL SOURCES (OPTION 2)
0 1 2 3 4	38,410.75 38,818.50 39,228.25 39,635.00 40,042.75	2,921.83 2,952.67 2,983.29	41,301.89 41,740.33 42,180.92 42,618.29 43,056.73	60.15 103.41 145.65 188.15 233.33	836.52 836.52 836.52 836.52 836.52	42,198.56 42,680.26 43,163.09 43,642.96 44,126.58	7,390.80 7,390.80 7,390.80 7,390.80 7,390.80	48,752.84 49,234.54 49,717.37 50,197.24 50,680.86
5 6 7 8	40,523.00 40,951.00 41,385.00 41,822.00	3,050.13 3,082.34 3,115.01 3,147.90	43,573.13 44,033.34 44,500.01 44,969.90	278.76 325.26 372.82 421.44	836.52 836.52 836.52 836.52	44,688.41 45,195.12 45,709.35 46,227.86	7,390.80 7,390.80 7,390.80 7,390.80	51,242.69 51,749.40 52,263.63 52,782.14
9 10 11 12 13	42,256.00 44,674.50 44,174.25 44,635.50 45,099.75	3,362.60 3,324.95 3,359.67	45,436.57 48,037.10 47,499.20 47,995.17 48,494.36	471.12 521.87 573.67 626.54 680.48	836.52 836.52 836.52 836.52 836.52	46,744.21 49,395.49 48,909.39 49,458.23 50,011.36	7,390.80 7,390.80 7,390.80 7,390.80 7,390.80	53,298.49 55,949.77 55,463.67 56,012.51 56,565.64
14 15 16 17 18	45,563.00 46,066.25 46,509.50 46,972.75 47,436.00	3,467.36 3,500.72 3,535.59	48,992.48 49,533.61 50,010.22 50,508.34 51,006.46	735.47 791.53 848.65 906.83 966.07	836.52 836.52 836.52 836.52 836.52	50,564.47 51,161.66 51,695.39 52,251.69 52.809.05	7,390.80 7,390.80 7,390.80 7,390.80 7,390.80	57,118.75 57,715.94 58,249.67 58,805.97 59,363.33
19 20 21 22	47,899.25 48,404.50 48,848.75 49,311.00	3,605.33 3,643.36 3,676.80 3,711.59	51,504.58 52,047.86 52,525.55 53,022.59	1,026.38 1,087.75 1,150.18 1,213.68	836.52 836.52 836.52 836.52	53,367.48 53,972.13 54,512.25 55,072.79	7,390.80 7,390.80 7,390.80 7,390.80 7,390.80	59,963.33 59,921.76 60,526.41 61,066.53 61,627.07
23 24 25 26 27	49,774.25 50,237.50 52,678.75 52,878.74 53,273.99	3,781.33 3,965.08 3,980.13	53,520.71 54,018.83 56,643.83 56,858.87 57,283.87	1,278.23 1,343.85 1,410.53 1,410.53	836.52 836.52 836.52 836.52 836.52	55,635.46 56,199.20 58,890.88 59,105.92 59.530.92		62,189.74 62,753.48 65,445.16 65,660.20 66,085.20
28 29 30 31 off scale	53,669.24 54,064.49 54,459.74 54,854.99 55,250.24	4,039.63 4,069.38 4,099.13 4,128.88	57,708.87 58,133.87 58,558.87 58,983.87	1,410.53 1,410.53 1,410.53 1,410.53 1,410.53	836.52 836.52 836.52 836.52 836.52	59,955.92 60,380.92 60,805.92 61,230.92 61,655.92		66,510.20 66,935.20 67,360.20 67,785.20 68,210.20

^{*} Eligible staff must select either Flexible Benefit Option 1 or Flexible Benefit Option 2.

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NOTE - In addition to compensation included in the schedule above, the district will provide a \$10,000.00 life insurance policy for each employee.

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^{**} This salary schedule applies only to those teachers that receive National Board Certification after June 30, 2013.

GUTHRIE PUBLIC SCHOOLS 2020 - 2021 SALARY SCHEDULE DOCTOR

			TOTAL	STATE	*STATE FLEXIBLE	TOTAL COMP-	*STATE FLEXIBLE	TOTAL COMP-
		DISTRICT	DISTRICT	RETIREMENT	BENEFIT	ENSATION AND	BENEFIT	ENSATION AND
		PAID	PAID	CREDIT	(OPTION 1)	BENEFITS FROM	(OPTION 2)	BENEFITS FROM
	BASE	TEACHER	COMPENSATION	CURRENT	CURRENT	ALL SOURCES	CURRENT	ALL SOURCES
YRS. EXP.	SALARY	RETIREMENT	AND BENEFITS	YEAR ONLY	YEAR ONLY	(OPTION 1)	YEAR ONLY	(OPTION 2)
0	39,143.25	2,946.27		60.15		42,986.19		49,540.47
1	39,551.00	2,976.96		103.41		43,467.89		50,022.17
2	39,958.75	3,007.66		145.65		43,948.58		50,502.86
3	40,368.50	3,038.50	•	188.15		44,431.67		50,985.95
4	40,775.25	3,069.11	43,844.36	233.33		44,914.21	7,390.80	51,468.49
5	41,209.00	3,101.76		278.76		45,426.04		51,980.32
6	41,613.75	3,132.23		325.26		45,907.76	7,390.80	52,462.04
7	42,071.00	3,166.64	45,237.64	372.82		46,446.98	7,390.80	53,001.26
8	42,506.00	3,199.38	45,705.38	421.44		46,963.34		53,517.62
9	42,942.98	3,232.28		471.12		47,482.90		54,037.18
10	46,275.51	3,483.11	•	521.87		51,117.01	7,390.80	57,671.29
11	45,317.75	3,411.02		573.67		50,138.96		56,693.24
12	45,781.00	3,445.89		626.54		50,689.95		57,244.23
13	46,244.25	3,480.76	,	680.48		51,242.01	7,390.80	57,796.29
14	46,705.50	3,515.48		735.47		51,792.97		58,347.25
15	47,211.75	3,553.58	50,765.33	791.53		52,393.38		58,947.66
16	47,654.00	3,586.87	51,240.87	848.65		52,926.04		59,480.32
17	48,117.25	3,621.74	51,738.99	906.83		53,482.34	7,390.80	60,036.62
18	48,580.50	3,656.61		966.07		54,039.70		60,593.98
19	49,043.75	3,691.47		1,026.38		54,598.12		61,152.40
20	49,551.00	3,729.65	53,280.65	1,087.75	836.52	55,204.92		61,759.20
21	49,992.25	3,762.87	53,755.12	1,150.18		55,741.82		62,296.10
22	50,455.50	3,797.74	54,253.24	1,213.68		56,303.44		62,857.72
23	50,920.75	3,832.75	54,753.50	1,278.23		56,868.25	7,390.80	63,422.53
24	51,383.00	3,867.55	55,250.55	1,343.85		57,430.92		63,985.20
25	53,870.25	4,054.76	57,925.01	1,410.53	836.52	60,172.06	7,390.80	66,726.34
26	54,170.24	4,077.34	58,247.58	1,410.53	836.52	60,494.63	7,390.80	67,048.91
27	54,565.49	4,107.09		1,410.53		60,919.63	7,390.80	67,473.91
28	54,960.74	4,136.84		1,410.53		61,344.63		67,898.91
29	55,355.99	4,166.59		1,410.53		61,769.63		68,323.91
30	55,751.24	4,196.34	59,947.58	1,410.53	836.52	62,194.63	7,390.80	68,748.91
31	56,146.49	4,226.09		1,410.53		62,619.63		69,173.91
off scale	56,541.74	4,255.84	60,797.58	1,410.53	836.52	63,044.63	7,390.80	69,598.91

^{*} Eligible staff must select either Flexible Benefit Option 1 or Flexible Benefit Option 2.

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EXTRA DUTY AND CO-CURRICULAR COMPENSATION

~~~~		5.13165
SITE	ASSIGNMENT	RANGE
High School	A P Coordinator	\$850 - \$1150
High School	Dept Chair - Language Arts	\$500 - \$1000
High School	Dept Chair - Business	\$500 - \$1000
High School	Dept Chair - Social Studies	\$500 - \$1000
High School	Dept Chair - Science	\$500 - \$1000
High School	Dept Chair- Math	\$500 - \$1000
High School	Dept Chair - Fine Arts	\$500 - \$1000
High School	Dept Chair - Vocational	\$500 - \$1000
High School	Dept Chair - P.E.	\$500 - \$1000
High School	Dept Chair - JROTC	\$500 - \$1000
High School	Dept Chair - Driver Ed.	\$500 - \$1000
High School	Dept Chair - Special Ed.	\$500 - \$1000
High School	Student Council	\$1100 - \$1600
High School	Senior Class	\$625 - \$875
High School	Senior Class	\$625 - \$875
High School	Junior Class	\$625 - \$875
High School	Sophomore Class	\$150 - \$250
High School	Freshman Class	\$150 - \$250
High School	Journalism	\$2100 - \$2900
High School	Heritage Club	\$250 - \$350
High School	Heritage Club	\$250 - \$350
High School	Competitive Drama	\$2000 - \$2700
High School	Drama	\$400 - \$600
High School	Art	\$1700 - \$2300
High School	Vocal Music	\$3500 - \$5000
High School	Summer Band Pride	\$4250 - \$5750
High School	Band	\$5600 - \$7600
High School	Band Marching Asst.	\$1950 - \$2650
High School	Academic Coach	\$1500 - \$2000
High School	BPA	\$1000 - \$1400
High School	Honor Society	\$600 - \$1000
High School	Foreign Lang Club	\$250 - \$350
High School	Foreign Lang Club	\$250 - \$350
High School	Science Club	\$400 - \$600
High School	Science Club	\$400 - \$600
High School	Special Olympics	\$250 - \$350
High School	Detention Hall (pm)	\$375 - \$525 \$375 - \$525
High School	Detention Hall (am)	\$375 - \$525
High School	Key Club	\$1000 - \$1400
High School	Mu Alpha Thea	\$400 - \$600
High School	Cheerleading (Varsity) Football	\$550 - \$750
High School	Cheerleading (Varsity) Basketball	\$550 - \$750
High School	Cheerleading (Varsity) Wrestling	\$550 - \$750
High School	Cheerleading (Freshman) Football	\$325 - \$475
High School	Cheerleading (Freshman) Basketball	\$325 - \$475
High School	Cheerleading (Freshman) Wrestling	\$325 - \$475
High School	Football Summer Athletic Pride	\$5000 - \$7000 \$7100 \$10,000
High School	Football Head Coach (Grades 9-12)	\$7100 - \$10,000 \$4300 \$5000
High School	FB Offensive Coordinator (Grades 9-12)	\$4300 - \$5900 \$4300 - \$5000
High School	FB Special Teams Coordinator (Grades 9-12)	\$4300 - \$5900 \$4300 - \$5000
High School	FB Special Teams Coordinator (Grades 9-12)	\$4300 - \$5900 \$3100 - \$4100
High School	Football Asst. Coach (Grades 9-12)	\$3100 - \$4100 \$3100 - \$4100
High School High School	Football Asst. Coach (Grades 9-12)	\$3100 - \$4100 \$3100 - \$4100
	Football Asst. Coach (Grades 9-12)	\$3100 - \$4100 \$3100 - \$4100
High School High School	Football Asst. Coach (Grades 9-12) Basketball Head Coach (Boys)	\$3100 - \$4100 \$5400 - \$7400
High School		\$2400 - \$7400 \$2400 - \$3400
r light School	Basketball Asst. Coach (Boys)	φ <b>∠</b> 400 - φ3400

High School	Basketball Asst. Coach (Boys)	\$2400 - \$3400
High School	Basketball Asst. Coach (Boys)	\$2400 - \$3400
High School	Basketball Head Coach (Girls)	\$5400 - \$7400
High School	Basketball Asst. Coach (Girls)	\$2400 - \$3400
High School	Basketball Asst. Coach (Girls)	\$2400 - \$3400
High School	Basketball Summer Pride	\$1500 - \$2500
High School	Wrestling Head Coach	\$5000 - \$7000
High School	Wrestling Asst. Coach	\$2100 - \$3000
High School	Wrestling Summer Pride	\$1500 - \$2500
High School	Cross Country Head Coach (Boys)	\$2300 - \$3300
High School	Cross Country Head Coach (Girls)	\$2300 - \$3300
High School	Cross Country Asst. Coach	\$900 - \$1300
High School	Cross Country Asst. Coach	\$900 - \$1300
High School	Tennis Head Coach (Boys)	\$2500 - \$3500
High School	Tennis Head Coach (Girls)	\$2500 - \$3500
	` ,	\$4100 - \$5600
High School	Softball Head Coach	
High School	Softball Asst. Coach	\$2000 - \$2800
High School	Softball Summer Pride	\$1500 - \$2500
High School	Track Head Coach (Boys)	\$3100 - \$4300
High School	Track Asst. Coach (Boys)	\$1500 - \$2100
High School	Track Head Coach (Girls)	\$3100 - \$4300
High School	Track Asst. Coach (Girls)	\$1500 - \$2100
High School		\$3300 - \$4300
•	Soccer Head Coach (Boys)	
High School	Soccer Asst. Coach (Boys)	\$1500 - \$2000
High School	Soccer Head Coach (Girls)	\$3300 - \$4300
High School	Soccer Asst. Coach (Girls)	\$1500 - \$2000
High School	Golf Head Coach (Boys)	\$2300 - \$3300
High School	Golf Head Coach (Girls)	\$2300 - \$3300
High School	JV Golf (Girls & Boys)	\$900 - \$1300
High School	Baseball Head Coach	\$4300 - \$6000
High School	Baseball Asst. Coach	\$2000 - \$2700
High School	Baseball Asst. Coach	\$2000 - \$2700
High School	Baseball Head Coach (9th grade)	\$1700 - \$2300
High School	Basketball Head Coach (9th grade boys)	\$1475 - \$1975
High School	Basketball Head Coach (9th grade girls	\$1475 - \$1975
High School	Track Head Coach (9th grade boys)	\$850 - \$1150
High School	Track Head Coach (9th grade girls)	\$850 - \$1150
High School	Weightlifting Head Coach	\$850 - \$1150
High School	Web page coordinator	\$1250 - \$1750
High School	Youth in Government	\$250 - \$350
High School	Bus Loading Supervision	\$400 - \$600
Junior High	Art Stars	\$250 - \$350
Junior High	Drama	\$500 - \$700
Junior High	Cheerleading Football	\$275 - \$375
Junior High	Cheerleading Basketball	\$275 - \$375
Junior High	Cheerleading Wrestling	\$275 - \$375
Junior High	Pep Club	\$150 - \$250
Junior High	Newspaper	\$250 - \$350
Junior High	Newspaper	\$250 - \$350
Junior High	Detention Duty (Lunch)	\$375 - \$525
Junior High	Detention Duty (Lunch)	\$375 - \$525
Junior High	Detention Duty (pm)	\$375 - \$525
Junior High	Math Counts	\$250 - \$350
Junior High	Math Counts	\$250 - \$350
Junior High	Builders Club	\$750 - \$850
Junior High	Pro Team Club	\$250 - \$350
•		
Junior High	Academic Team	\$625 - \$875
Junior High	Student Council	\$550 - \$750
Junior High	Student Council	\$550 - \$750
Junior High	Honor Society	\$250 - \$350
•	•	
Junior High	Honor Society	\$250 - \$350
Junior High	Journalism	\$850 - \$1150
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Junior High	Yearbook Photographer	\$150 - \$250
Junior High	Band Music Assistant	\$1850 - \$2550
Junior High	Band (8th gr) & HS Asst.	\$3825 - \$5175
Junior High	Vocal Music	\$1475 - \$2025
Junior High	Football Head Coach (8th gr)	\$2550 - \$3450
Junior High	Football Asst. Coach (8th gr)	\$1350 - \$1850
Junior High	Football Asst. Coach (8th gr)	\$1350 - \$1850
Junior High	Football Head Coach (7th gr)	\$2550 - \$3450
Junior High	Football Asst. Coach (7th gr)	\$1350 - \$1850
Junior High	Football Asst. Coach (7th gr)	\$1350 - \$1850
Junior High	Basketball Head Coach (8th gr boys)	\$1425 - \$1975
Junior High	Basketball Head Coach (7th gr boys)	\$1425 - \$1975
Junior High	Basketball Head Coach (8th gr girls)	\$1425 - \$1975
Junior High	Basketball Head Coach (7th gr girls)	\$1425 - \$1975
Junior High	Softball Head Coach	\$1350 - \$1850
Junior High	Softball Asst. Coach	\$900 - \$1300
Junior High	Track Head Coach (7th & 8th gr boys)	\$1350 - \$1850
Junior High	Track Head Coach (7th & 8th gr girls)	\$1350 - \$1850
Junior High	Tennis Head Coach (7th & 8th gr boys)	\$1000 - \$1400
Junior High	Tennis Head Coach (7th & 8th gr girls)	\$1000 - \$1400
Junior High	Golf Head Coach (7th-8th-9th boys)	\$1000 - \$1400
Junior High	Golf Head Coach (7th-8th-9th girls)	\$1000 - \$1400
Junior High	Wrestling Head Coach (7th-8th-9th)	\$1425 - \$1975
Junior High	Wrestling Asst. Coach (7th-8th-9th)	\$1000 - \$1400
Junior High	Cross Country Head Coach (7th-8th-9th	\$900 - \$1300
Junior High	Cross Country Head Coach (7th-8th-9th	\$900 - \$1300
Junior High	Baseball Head Coach (8th gr)	\$1350 - \$1850
Junior High	Baseball Asst. Coach (8th gr)	\$900 - \$1300
Junior High	Baseball Head Coach (7 th gr)	\$1350 - \$1850
Junior High	Baseball Asst. Coach (7 th gr)	\$900 - \$1300
Junior High	Web page coordinator	\$400 - \$600
Junior High	Bus Loading Supervision	\$400 - \$600
Junior High	" Five" Team Leaders	\$400 - \$600
GUES	Academic Team Coach	\$250 - \$350
GUES	Honor Choir	\$500 - \$700
GUES	Academic Team Coach	\$250 - \$350
GUES	Web page coordinator	\$250 - \$350
GUES	Bus Loading Supervision	\$400 - \$600
Fogarty	Web page coordinator	\$250 - \$350
Fogarty/Cotteral	Honor Choir	\$500 - \$700
Fogarty	Bus Loading Supervision	\$400 - \$600
Central	Web page coordinator	\$250 - \$350
Central	Bus Loading Supervision	\$400 - \$600
Central/C.O.	Honor Choir	\$500 - \$700
Cotteral	Web page coordinator	\$250 - \$350
Cotteral	Bus Loading Supervision	\$400 - \$600

#### **Bus Driving**

Except for "down time", certified personnel required by the District to drive a school vehicle requiring a CDL (Certified Driver's License) to extra-curricular activities, where they are acting in their official capacity as coach or supervisor shall be compensated at the same rate as support personnel drivers while transporting students and will be paid out of the coaches or supervisors activity account. Coaches or supervisors shall keep an individual timesheet and have all travel for driving pre-approved by the Director of Athletics. All approved timesheets must be signed and turned into the Board of Education for pay no later than two weeks after the end of that coach or supervisors season.

Note: The term "down time" refers to the time a support employee driver remains at the activity while the event is being conducted.

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#### ARTICLE IX: FLOATING AND PART-TIME TEACHERS' DUTIES

Duties assigned to floating and part-time teachers shall be based proportionately upon the amount of time spent in each building.

#### ARTICLE X: AFTER SCHOOL DUTIES – REMUNERATION

Teachers supervising, keeping gate, running the clock, scorekeeping, performing an assigned function at admission charging event such as vocal music, band, drama or athletics, which occur after the regular classroom day, shall be voluntary. If volunteers are available, they will be reimbursed at forty (\$40) dollars per event. If volunteers are not available, then the principal shall appoint teachers to such duties on a rotating basis at forty (\$40) dollars per event.

#### ARTICLE XI: LEAVES

#### A. Professional Leave

Professional leave may be provided upon request and approval of appropriate administration. Such leaves shall be used for attendance at professional conferences, meetings, workshops, observations of other schools' programs or other meetings. The cost of the substitute for professional days will be paid by the district.

#### B. Jury Leave

Teachers shall be granted leave to serve on a jury or as a subpoenaed witness. A teacher serving as a juror or subpoenaed witness shall be paid the full contract salary less any compensation received for such service, exclusive of parking or mileage reimbursement.

#### C. Maternity Leave

A teacher who is pregnant may continue her teaching duties until, in the opinion of the teacher's physician and the teacher, she is no longer able to perform her professional duties. The teacher shall give notice in writing at least fourteen (14) days prior to the time she intends to cease her teaching duties, except in case of an emergency.

This notice shall also state whether or not she intends to return to the district after the child is born and when she intends to return. A teacher who gives notice she desires to return to the district must reaffirm that intent by giving written notice to the Board within sixty (60) days of the child's birth. At the time of her return, the teacher shall be assigned to the same position which she had at the time her leave commenced, or if that position no longer exists, to a substantially equivalent position for which she is qualified, provided she returns within the same contract year. Up to thirty (30) days of sick leave with pay can be used for maternity leave. Any requested days beyond thirty (30) must be documented by a physician. Any substitute or teacher hired to replace a teacher on maternity leave shall be hired on a duration of need contract which will specify the dates of his/her employment.

If a teacher on sick leave for maternity reasons applies for and is granted extended use of sick leave pursuant to Section 142-School Laws of Oklahoma 1994, the teacher shall receive her salary less the amount normally paid a certified substitute teacher, if a certified teacher is hired; or normally paid a certified substitute teacher, if a certified substitute teacher is not hired.

#### D. Personal Leave

Each teacher shall have three (3) days to be used as personal or emergency leave with the following restrictions:

- 1. Such leave shall be granted upon request of the teacher to the building administrator at least forty-eight (48) hours in advance of the requested leave. The time limit shall be waived in case of emergency
- 2. Cost of the substitute for three (3) personal days will be paid by the school system
- 3. These days are not cumulative
- 4. Any days taken over the allowed three (3) days will result in loss of a full day's pay for each day
- 5. The day immediately preceding and following a school holiday will not be allowed for personal leave, except as approved by the building principal
- 6. Personal leave cannot be used the first (5) and last (5) days of instruction.

7. Unused personal leave days shall accumulate as sick leave for the following year; however, those teachers who have one hundred ten (110) unused sick leave days accumulated at the close of the school year may make a written request to receive fifty (\$50) dollars per day for each unused personal leave day, maximum of three (3) days. Eligible staff must request payment in writing to the office of the Superintendent by June 1 each year to receive reimbursement. Reimbursement for unused personal leave days is not cumulative

#### E. Unpaid Leave of Absence

- 1. Career teachers with at least three (3) years of service to the district may apply to the Board for a one (1) year of unpaid leave of absence for the purpose of extended illness, advanced study, child rearing, travel or other reasons of value to the school system
- 2. Applications for unpaid leave of absence for the ensuing year must be filed prior to March 15. In the case of a request for extended illness, the application must be accompanied by a doctor's statement. In the case of a request for advanced study, the application must be accompanied by a statement from the teacher promising to enroll in and pursue at least sixteen (16) college credits
- 3. If, during the current school year, a catastrophic event occurs, a teacher may request an unpaid leave of absence for the period of time required to remedy the situation. The application must be accompanied by appropriate documentation. Upon return, if during the current school year, the teacher will be assigned to the same position held previous to the leave
- 4. Applications for reinstatement for the ensuing year following a leave of absence must be filed by March 15. If the teacher fails to apply for reinstatement by March 15, he/she will be deemed to have resigned from the district. Medical reinstatement applications must be accompanied by a physician's statement that the teacher is able to return to work and perform the essential functions of the job
- 5. Upon returning from an unpaid leave of absence, the teacher will be assigned to the school and/or department he/she was in prior to the leave if a vacancy exists, or to another position for which the teacher is qualified
- 6. Upon returning from an unpaid leave of absence, the teacher will be placed on the same salary step he/she was on prior to the leave. All accumulated leave benefits will be reinstated upon return from an unpaid leave of absence
- 7. When a teacher is placed on an unpaid leave of absence, provisions shall be made whereby the teacher can arrange payment for professional organization dues and insurance programs, if there is no conflict with the provisions of the insurance policy
- 8. Teachers shall receive Family and Medical Leave as required by Federal Law and covered by Board Policy

#### F. Bereavement Leave

Non-cumulative bereavement leave of up to five (5) days per occurrence shall be granted to a teacher in the event of a death in the immediate family. The immediate family shall include spouse, parent, stepparent, child, stepchild, foster child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, parent-in-law, aunt or uncle, and aunt or uncle-in-law. (Bereavement leave need not be taken on consecutive days but must be initiated within fifteen (15) days and completed within thirty (30) days of the qualifying event.)

#### ARTICLE XII: SICK LEAVE

- A. Ten (10) days of sick leave shall be granted annually for personal illness, accidental injury, pregnancy or temporary disability to the teacher or accidental injury or illness in the immediate family. (Immediate family shall include: spouse, parent, stepparent, child, step-child, foster child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild or parent-in-law.)
- B. If, after exhausting all sick leave, a teacher is absent from his or her duties due to personal accidental injury, illness or pregnancy, the teacher shall receive for a period of not to exceed twenty (20) days his or her full contract salary less the amount normally paid a certified substitute teacher if a certified substitute teacher is hired; or normally paid a certified substitute teacher is not hired.

C. Career teachers who legally retire shall be paid for accrued sick leave upon written request at the rate of fifty (\$50) dollars per day. Those teachers who have resigned and have taught in the Guthrie Public School System for a minimum of ten (10) years shall also be paid for accrued sick leave at the rate of fifty (\$50) dollars per day. Written request by the teacher prior to the effective date of resignation (but not later than June 15th) shall be required. This can only be done once and the District shall pay on a maximum of one hundred twenty (120) days.

All sick leave days paid upon separation of employment through retirement must have been accrued in the service of Guthrie Public Schools. Sick leave days transferred from other employment will not be considered for reimbursement.

Requests for accumulated sick leave reimbursement received after the close of the fiscal year on June 30th will not be paid.

- D. The Personnel Clerk shall provide each certified employee the following information:
  - 1. Number of sick leave days accumulated
  - 2. Number of sick leave days used during the year
  - 3. Number of sick leave days in reserve

At the beginning of each school year, a list showing each teacher's accumulated sick leave will be given to each principal.

E. Unused sick leave days shall accumulate to a maximum of one hundred twenty (120) days per teacher. Official records of all days accumulated above one hundred twenty (120) shall be maintained by the school district for the purpose of teacher retirement.

Teachers who have accumulated one hundred twenty (120) days sick leave prior to the commencement of the school year earn an additional ten (10) days when the new school year begins which will be credited to their individual retirement reserve accounts.

Board policy D13 – A defines the terms and conditions for shared sick leave.

#### ARTICLE XIII: TEACHER EVALUATION

A. Notification—Within two (2) weeks after the beginning of each school year, the building principal or immediate supervisor shall acquaint all teachers under his/her supervision with the teacher district evaluation procedures, standards and instruments. Each teacher will be advised, in writing, as to who will observe and evaluate his/her performance. No evaluation, formal or informal, shall take place until such orientation has been completed. Teachers assigned to more than one school site may be observed and evaluated by each supervising principal, assistant principal or immediate supervisor.

A teacher newly employed or a teacher reassigned after the beginning of the school term shall be notified by his/her building principal or immediate supervisor of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in the new assignment.

- B. Formal Observations—All formal observations of a teacher shall be conducted with the full knowledge of the teacher.
- C. Informal Observations—Any informal observations which are to be used to evaluate the teacher shall be reduced to writing and within five (5) teacher work days following the informal observation shall be discussed with the teacher. A copy of the written compilation and an opportunity for written response to be attached to the original and the copy shall be given to the teacher.
- D. Evaluations Teachers:
  - a. Every probationary teacher shall receive formative feedback from the evaluation process once per school year. Probationary teachers will have a minimum of one observation per nine weeks and one cumulative formative evaluation the 4th nine weeks.
  - b. Every teacher will be evaluated once every year, except for career teachers receiving a "superior" or "highly effective" who may be evaluated once every three years.

The parties acknowledge that the Marzano Teacher Evaluation System (TLE) will be utilized by the school district as the exclusive (TLE). The procedures outlined in the Marzano (TLE) shall take precedent or any negotiated teacher evaluation procedure if there is a conflict.

- E. Formal Evaluation: The building principal or immediate supervisor shall evaluate each teacher formally in writing using the following procedure:
  - 1. Each formal written evaluation shall be preceded by at least two (2) classroom observations consisting of one informal and one formal.
  - 2. A copy of each formal written evaluation shall be given to the teacher and a conference shall be held between the teacher and the building principal or immediate supervisor within ten (10) school days following the classroom observation. A copy signed by both parties shall be given to the teacher.
  - 3. If the teacher feels his /her formal written evaluation is incomplete, inaccurate or unjust, the teacher may, within two (2) weeks after the evaluation, put any objections in writing and have them attached to the evaluation report and placed in his/her personnel file.
  - 4. If a plan for improvement is recommended by the evaluator, such plan shall be developed with input from the teacher as soon as possible after the evaluation conference, if it is not developed at the time of the conference. The teacher will be allowed a reasonable time to make such improvements, not to exceed two (2) months.
- F. Remediation: The building principal or immediate supervisor shall provide the teacher with definite, positive assistance to improve the quality of teaching and to eliminate difficulties noted in the evaluation.
- G. Recommendations for Renewal of Contract: When recommendations for renewal or non-renewal of teacher's contracts are approved by the Board of Education, teachers shall receive notifications, in writing, of that recommendation. The report shall not contain information which has not previously been known to and discussed with the teacher.
- H. Employment Procedures: The District will follow current statutes regarding employment, discipline and dismissal procedures.
  - A conference will be held between the teacher and the appropriate administrator prior to any disciplinary action.
- I. Evaluation Instrument □ The Board of Education has adopted the Marzano (TLE) Model for the 20<del>1920</del>- 20<del>2021</del> school year.
- J. The standards of performance and conduct adopted by the State Board of Education shall be the same for the Guthrie Public Schools and will be made a part of this contract.

#### ARTICLE XIV: PERSONNEL FILES

- A. Official files shall be maintained in the offices of the Superintendent and the principal. Unofficial working files may be maintained in the office of each principal.
- B. Material that adversely affects the teacher's employment status may not be placed in the teacher's official files until the teacher has had the opportunity to read the material and to sign and date the actual copies to be filed. The teacher shall receive a copy of said material, at no cost to the teacher, at the time of filing. The teacher may, within ten (10) working days, affix a written response to said material.
- C. A teacher or, upon written authorization the teacher's designee, may review the non-confidential contents of the teacher's official files during normal business hours, but not during the duty time of the teacher or designee.
- D. Any allegation, anonymous charge or complaint which is unproven through a thorough documented investigation shall not be placed in a teacher's official file.
- E. The personnel records of the district are maintained as confidential files. All official records will be kept in a limited access area. Access to a teacher's official file will be limited to: the teacher or the teacher's designee, district employees who have a need to review the files in order to complete a job responsibility, members of the Board of Education and as otherwise required by law.
- F. Material in the teacher's personnel file may be removed after five (5) years upon mutual agreement of the teacher and the Superintendent with Board approval.

#### ARTICLE XV: REPRESENTATION AT DISCIPLINARY CONFERENCE

Teachers shall have the option of having a representative present as a witness whenever the teacher is receiving a written reprimand which will be placed in the teacher's permanent personnel file. If possible, the administrator conducting the meeting shall give reasonable notice so that the affected teacher may secure a witness, if desired.

When a scheduled conference becomes disciplinary in nature and the teacher will receive a written reprimand which will be placed in the teacher's permanent personnel file, the teacher may request that the meeting be delayed to allow the teacher the opportunity to secure a witness. However, in no case will the meeting be delayed beyond the end of the current work day.

Nothing in this section shall prohibit the administrator from having a witness when deemed necessary.

The above provisions do not apply to or restrict the district's statutory authority to suspend a teacher under O.S. 70-6-101.29 whenever the Superintendent of the district has reason to believe that cause exists for the dismissal of the teacher and is of the opinion that the immediate suspension of the teacher would be in the best interest of the children of the district.

#### ARTICLE XVI: GRIEVANCE PROCEDURE

#### A. Definitions

- 1. A "grievant" shall mean a teacher, a group of teachers, their G.A.C.T. representative or the G.A.C.T. filing a grievance.
- 2. A grievance shall mean an alleged violation, misinterpretation or misapplication of this Agreement, federal law, state law, Board policy or administrative policy.
- 3. A "party in interest" is anyone making a claim, participating in actions or having actions taken against them.
- 4. "Days" shall mean teacher employment days unless otherwise indicated. If time limits are not met, the grievant may take his/her grievance to the next level. If the grievant does not meet the time limits, his/her grievance is dropped.

#### B. Rights to Representation

- 1. The Association reserves the right to have a representative present for any meetings related to a grievance which has been formally presented.
- 2. If, in the judgment of the Association, a grievance affects the Association, a grievance may be submitted in writing to the Superintendent directly and the processing of the grievance will begin at Level II.

#### C. Individual Rights

- 1. This agreement does not limit the rights of an individual teacher to discuss a grievance with proper administrators and have the problem solved without the intervention of the Association (if such action does not conflict with the terms of this agreement).
- 2. A grievant may represent himself/herself or be represented by an Association member or a person of the grievant's choosing.
- 3. Any grievance shall be submitted no later than ten (10) school days after the incident has occurred or no later than ten (10) days after such time as the incident becomes known to the individual.

#### D. Procedure:

The Association feels it is most desirable for an employee and his/her immediate supervisor to resolve the problems, if possible. When requested by an employee, the building representative may join in the discussions to help solve the problem. If this process does not satisfy the teacher, then the grievance shall be processed as follows:

**Level I**—The employee or Association presents a grievance, in writing, to the principal who arranges for a meeting to take place within five (5) days after receiving the grievance. Within five (5) days after this meeting, the principal must provide the teacher a written decision on the grievance. The answer shall include the reason upon which the decision was based.

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**Level II**—If the teacher is not satisfied with the Level 1 decision or if no decision is given within five (5) days after the hearing, the teacher may forward the grievance to the Superintendent. The Superintendent shall arrange for a meeting with the grievant and/or Association to take place within five (5) days after he received the appeal. Witnesses and counselors may be present at the hearing if they have information concerning the grievance. The Superintendent will have five (5) days to give his/her written decision, together with the reasons for the decision, to the grievant.

If the alleged grievance has not been solved by the conclusion of the Level II hearing, an Alternative Solution Panel consisting of two members appointed by the GACT shall meet with the grievant(s) and the administrator within ten (10) days in an attempt to find a solution to the grievance prior to the Level III hearing before the Board of Education.

**Level III**—If the teacher or the Association is not satisfied with the decision at Level II or, if no decision is given within five (5) days, then the grievance may be referred to the Board of Education. The Board will arrange for a meeting with the grievant and/or Association to take place at the next Board Meeting or within thirty (30) days of the receipt of the appeal. Within five (5) days after the hearing, the Board shall give a written decision on the grievance.

#### E. Exception to Time Limits

When a grievance is submitted at any level on or after May 1, the time limits shall consist of all week days so that the matter may be resolved before the end of the school term or as soon as possible thereafter.

#### F. No Reprisals

No reprisals will be taken against any teacher because of his/her participation in this grievance procedure.

- G. The Board and Administration will cooperate with the Association in its investigation of any grievance and further, will furnish the Association with such information as is required for the processing of any grievance.
- H. If the processing of any grievance requires a teacher or an Association representative to be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. Payment of a substitute shall be made by the Board or the Association determined by which party asks for release time.
- I. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of a participant.

#### ARTICLE XVII: REDUCTION IN FORCE

#### I. Prompting Oklahoma Legislation

Oklahoma Statutes at Section 6-101.31 of Title 70, provide as follows: "The primary basis used in determining the retention or reassignment of affected teachers and administrators when a school district implements a <u>reduction-in-force plan</u> shall be the ratings of the teachers and administrators as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6 of this act."

#### II. General

- 1. Reasons for a Reduction in Force. Any teacher in the District may be non-reemployed for the following fiscal year when the board decides that due to (a) a financial necessity or (b) a program change or (c) a decline in enrollment or (d) other business inevitability as determined by the board, a reduction in the teaching staff for the following fiscal year is necessary.
- 2. <u>Definitions</u>. For the purpose of this section, the following terms have the stated meanings:

"Financial necessity" means a reduction in the District's financial resources that in the sole judgment of the board of education will result in a reduction in the District's current or future operating budget.

"Program change" means any elimination, curtailment or reorganization of a curricular / instructional offering, program or school operation or a reorganization or closing of a school or a consolidation of two or more individual schools or school districts.

"Declining enrollment" means a decrease in the District's total enrollment or enrollment in a particular program or curricular / instructional offering which in the sole judgment of the board of education may

adversely affect the District's current or future funding and/or the necessity of maintaining certain current or future class sections or curricular / instructional offerings.

3. <u>Criteria for Eliminating Positions</u>. The primary standard in implementing any reduction in force shall be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the District. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, instructional focus and the unique / multi-dimensional needs of students. Natural attrition will always be used as the first means of reducing the force.

#### III. Criteria for Non-reemployment of Teachers in Affected Positions.

- 1. Once a determination has been made as to which positions should be eliminated then the primary basis that will be used in determining which teachers to retain in the affected position(s) will be the composite evaluation rating of the teachers holding such positions as measured (to the nearest hundredth of a decimal point) by the District's Teacher and Leader Effectiveness Evaluation System (TLE) for each year in which the TLE has been in effect. If the composite ratings of the teachers in the affected positions are identical then the following, in this order, shall control:
  - a) Seniority in the District.
  - b) The number of certifications held.
  - c) Total years of teaching experience.
  - d) A lot drawing made by the Superintendent of Schools in the presence of an authorized representative of the GACT.

#### IV. "Bumping" Rights

Only those teachers who have an average three year ranking that falls at the effective rating of 2.80 or above will be given bumping rights. If three years of rankings are not available, the district will use an average of available years. In order to bump, a teacher must be certified in the position they seek to move into and must meet all state and federal requirements necessary to hold that position.

In the event a teacher eliminated through RIF is certified to hold a position other than the one being eliminated, said teacher may bump another teacher in that position, as long as the teacher has seniority over that person and has an average composite ranking score that is greater than the other teacher as measured to the nearest hundredth of a decimal point.

If the composite ratings of the teachers in the affected positions are identical then the following, <u>in this order</u>, shall control bumping:

- a. Seniority in the District (as stated above).
- b. The number of certifications held.
- c. Total years of teaching experience.
- d. A lot drawing made by the Superintendent of Schools in the presence of an authorized representative of the GACT.

#### V. Procedures For Reduction in Force

- 1. Action by Superintendent. The superintendent, upon receipt of the board's preliminary determination of the necessity for a reduction in force, or upon the superintendent's own decision, shall submit to the board the superintendent's written recommendations for eliminating particular teaching positions. In making recommendations, the superintendent (a) shall not be limited to considering only positions in the areas or programs designated by the board and (b) shall consult with the deputy superintendent, if any, and each relevant principal and administrator in whose school or unit a position elimination is proposed and (c) shall take into consideration the criteria set out herein.
- 2. <u>Action by Board</u>. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation, the board may initiate action without such recommendation provided that it adheres to the other provisions of this Reduction in Force Agreement.

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- 3. <u>Notice and Hearing Procedures</u>. Prior to taking any action to non-reemploy a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own decision, the board shall provide written notice and an opportunity for hearing to the affected teacher; provided however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures for teachers other than temporary teachers shall be the same as those provided by Oklahoma law regarding non-reemployment of teachers. Notice of a recommendation of non-reemployment shall be given to the teacher prior to the applicable deadline set by law.
- 4. <u>Board Hearing</u>. At the board hearing, evidence may be presented by the administration and the teacher, as to (a) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the District and (b) whether the recommendation to not renew the specific teacher is being made in good faith under this Reduction in Force Agreement.
- 5. <u>Effect of Board Decision</u>. The decision of the board based on the evidence presented at the hearing shall be final and non-appealable.

#### VI. Re-employment or Other Employment After Reduction in Force

- 1. Recall. For one school year after the effective date of non-reemployment due to a reduction in force, the board of education shall not fill positions eliminated through reduction in force without first offering such positions to the non-reemployed and eligible teachers. In order to be an "eligible teacher" for recall, the teacher, at the time of the reduction in force, must have had an overall composite evaluation rating, for the time period used, of at least 2.80 on a scale of 5.00 and be certified and qualified to teach in the open position. Recall shall be in the reverse order of the reduction in force. In the event one or more teachers eligible for recall are equal in all criteria used in the reduction procedure, the superintendent / superintendent designee shall have authority to select the teacher believed to best fit the needs of the district.
- 2. <u>Recall Procedures</u>. The offer of reemployment shall be made personally and by certified mail, return receipt requested, and the teacher shall be notified in such notice that if the teacher wishes to accept, the teacher must do so in writing within five (5) calendar days of his receipt of notice. It is the responsibility of the teacher to keep full, accurate and current mailing addresses / phone numbers up-to-date with the Personnel Office of the District. Failure to receive acceptance within five (5) calendar days or rejection of the offer of reemployment eliminates all reemployment rights of the teacher.
- 3. <u>Status After Recall</u>. A career teacher who has been non-reemployed and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed but is then reemployed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

#### ARTICLE XVIII: CLASSROOM SUPPLIES

- A. For the 20<del>1920</del>-20<del>2021</del> school year, the Board will designate one hundred & fifty (\$150) dollars per teacher to be spent on classroom supplies.
- B. The classroom supplies' allocation shall be available until January 31st through the building site principal.
- C. Expenditures must comply with purchasing guidelines as defined by the State Department of Education requiring proper requisitions and purchase orders prior to purchase of supplies for the classrooms.
- D. Purchase guidelines adopted by the Board will be made available to each building staff.

#### ARTICLE XIX: WORKING CONDITIONS

The Board shall provide typing service at no cost to teachers for the typing of purchase requests and check requests that are required by the Administration to be submitted in type written format.

#### ARTICLE XX: ASSOCIATION RIGHTS

- A. The administration shall make available to the GACT president or designee copies of Board meeting agenda and proposed minutes. These items may be obtained at the receptionist's desk at Central Office on the day of the Board meeting.
- B. The Board shall provide the Association with a total of ten (10) paid days per year for leave to conduct official Association business. Written request for the use of Association leave shall be made to the Superintendent or designee through the President of the Association twenty-four (24) hours in advance of the anticipated absence.
- C. The Association shall have the right to place GACT-related notices, circulars and other Association material on designated school bulletin boards and in teachers' mail boxes. A copy of each item so displayed, distributed or otherwise provided to teachers by the Association shall be provided to the building principal and the Superintendent's office.
- D. Any item posted or displayed shall bear the signature of an Association officer, building representative or the individual posting it, or carry the Association letterhead.
- E. Association representatives may visit teachers for the purpose of transacting official business of the Association. Teachers may not be interrupted or hindered in the performance of assigned duties.
- F. The Association will be permitted to use school facilities for Association meetings and/or business upon arrangement with the site administrator.

#### ARTICLE XXI: WORK DAY/WORK YEAR

- A. The teacher work year for ten (10) month employees shall correspond with Guthrie Public Schools Board approved calendar. Each teacher shall be compensated daily rate of pay of his/her annual salary for each day he/she is required to work above Board approved calendar.
- B. One conference day without student attendance shall be scheduled for each semester.
- C. Providing that assigned duties and professional responsibilities related to the proper functioning of the school does not require otherwise, teachers shall report for work twenty (20) minutes before the student day begins and shall remain at work twenty (20) minutes after the student day ends. Teachers shall be in the building to which they are assigned no later than the beginning of the workday and at their duty station or classroom no later than ten (10) minutes prior to commencement of classes. Teachers assigned to perform duties prior to or after the workday are to report at the time directed by the building principal. Teachers may be required to remain after the workday to attend activities related to the proper functioning of the school. Such activities include, but are not limited to, staff meetings, parent conferences, open house and graduation exercises. Teachers shall attend promptly all meetings called by the principal or Superintendent. Except in the case of emergencies, teachers shall be notified of meetings and/or conferences in advance.

#### ARTICLE XXII: CONTRACTS

Individual contracts shall be delivered to all teaching personnel within thirty (30) working days of the ratification of the negotiated agreement, or no later than twenty (20) working days after the first payroll reflecting changes in the negotiated agreement.

#### ARTICLE XXIII: ASSAULT ON SCHOOL DISTRICT TEACHERS

In case of an assault, battery, or assault and battery upon a teacher as defined by Oklahoma Statutes, the District shall render assistance to the teacher in reporting the incident and communicating with law enforcement officials.

#### ARTICLE XXIV: SAVINGS CLAUSE

- A. If anything in this and/or subsequent agreements are found to be contrary to law, it will not jeopardize any other articles (as per Procedural Agreement).
- B. A meeting between the two negotiations teams will be held after any such findings to work out a tentative agreement (subject to ratification by both GACT and the School Board) over said articles found to be illegal.

ARTICLE XXV:	DURATION (	OF AGREEMEN I	
		ement between the Board and the Association and in accordance with the provisions of the Procedur	
THIS DOCUMENT REPRES BY THE ASSOCIATION AT		O COMPLETE AGREEMENT ENTERED INTO	
G.A.C.T. PRESIDENT	DATE	GUTHIE BOARD PRESIDENT	DATE

G.A.C.T. SPOKESMAN DATE

GUTHRIE SUPERINTENDENT

DATE

#### APPENDIX A

# PROCEDURAL AGREEMENT BETWEEN THE GUTHRIE ASSOCIATION OF CLASSROOM TEACHERS AND THE GUTHRIE BOARD OF EDUCATION

#### I. PURPOSE

- A. The Guthrie Association of Classroom Teachers and the Guthrie Board of Education do hereby agree that the welfare and educational opportunities of Guthrie students is the paramount goal surrounding all activities comprising operations of the Independent School District Number I-1, Logan County, State of Oklahoma
- B. The Guthrie Association of Classroom Teachers and the Board of Education of the Guthrie Public Schools recognize the need for an orderly process of communication for administering employer/employee relations which conform with Oklahoma Statutes, Title 70, Section 509.1 et seq., as amended.

#### II. RECOGNITION

- A. The Agreement is made and entered into by and between the Guthrie Association of Classroom Teachers, hereinafter termed the "Association", and the Board of Education of the Guthrie Public Schools, hereinafter termed the "Board".
- B. The Board hereby recognizes the Association as the exclusive representative for the bargaining unit consisting of all certified employees of the Guthrie Public Schools, excluding those employees who are required to hold an administrative certificate issued by the Oklahoma State Department of Education for their position. No individual member of the bargaining unit shall negotiate with the Board except through the duly recognized bargaining representatives and no member of the Board's team or the administration shall attempt to negotiate with members of the bargaining unit except through the duly recognized bargaining representatives.
- C. All members of the bargaining unit shall have the right to join, participate in and assist the Association and the right to refrain from such activities. The Board and/or the Association shall not discriminate against persons for the exercise or nonexercise of rights under Oklahoma Statutes, Title 70, Section 509.1 et seq., as amended.
- D. The Board retains and reserves unto itself all powers, rights and authority conferred upon and vested in it by state and federal law, including the right to make policy, rules and regulations that are consistent with any law or the negotiated agreement.

#### ARTICLE III: SCOPE OF BARGAINING

A. The Association and Board agree to negotiate in good faith on wages, hours, fringe benefits and other terms and conditions of employment.

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#### ARTICLE IV: NEGOTIATING PROCEDURES

A. Negotiation Teams

1. The Association and the Board shall each designate persons, who shall serve as their respective representatives for negotiations pursuant to the provisions of this agreement. Each party shall also designate the person on its team who will serve as spokesperson.

#### B. Initiating Negotiations

- No later than April 15 of each year, either the Association or the Board shall submit a written request for
  negotiations pursuant to the provisions of this agreement. Each party shall also designate the person on its
  team who will serve as spokesperson. By mutual agreement, the Association and the Board may adopt an
  informal format for Bargaining. If tentative agreement cannot be achieved on all proposals with this
  format, unresolved items will be addressed according to the formal negotiations process as outlined in this
  agreement.
- 2. Upon receipt of the request for negotiations to commence, the spokespersons for the respective bargaining teams will select a date and place acceptable to both parties for the initial meeting. This initial meeting shall be held within thirty (30) days of the date of the receipt of the request for bargaining, provided that negotiations have been completed for the previous year. In such case, the initial meeting shall be held within fifteen (15) days of the ratification of the previous contract.
- 3. Requests for information shall be made through the respective spokespersons. In order to insure good faith bargaining, the Board will provide information according to the Open Records Act. The Association may provide information which will facilitate the bargaining process. Information shall be provided within ten (10) working days of the initial request. In the event information cannot be released, a written rationale will be given within the same time frame.
- 4. Both parties shall submit items for negotiations at the first session. Both teams shall attempt to present proposals in complete Language except in proposals dealing with finances. In these proposals, the desired categories will be identified when items are initially submitted and specific language will be presented after the Legislature has adjourned. Subsequent proposals may only be submitted upon mutual agreement of both parties.

#### C. Negotiations Sessions

- 1. Only members of the respective negotiation teams, including legal or OEA counsel, may be present during negotiation sessions. Other parties may be permitted to be present by mutual agreement of the parties.
- 2. No recording or official transcripts shall be made without the mutual agreement of the parties.
- 3. Negotiations will be conducted at times, dates and places mutually agreed to by the parties through their respective spokespersons. The time, date and place of subsequent sessions may be set by mutual agreement of the parties prior to the close of each negotiating session.
- 4. Every attempt shall be made to schedule negotiations meetings at times which will not interfere with the school work day and the educational programs of the district.
- 5. A majority of each negotiations team must be present at negotiations meetings. Without a majority of each team, the spokespersons will reschedule a meeting to be held within three (3) calendar days. Each team member shall be notified by the respective spokesperson as to the time and place of the meeting.

#### D. Tentative Agreement

- 1. Both parties agree it is their mutual responsibility to empower their respective representatives with necessary authority to make proposals and counterproposals, to consider proposals and counterproposals in the course of negotiations and to reach tentative agreements subject to ratification by the Association and the Board.
- 2. When tentative agreement is reached on any item, it shall be reduced to writing and signed and dated by the spokespersons of each team. When tentative agreement is reached on all items, they shall be submitted first to the membership of the Association for ratification and then to the Board for ratification no later than the regularly scheduled Board meeting.

#### ARTICLE V: IMPASSE

- A. If negotiations are not successfully concluded by the first day of school, impasse shall exist. At an earlier time following initial negotiations, either party may declare impasse. By mutual agreement of the parties, the date for declaring impasse may be extended beyond the first day of school.
- B. Within five (5) working days of the declaration of impasse, the parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.
- C. If the mediation process has been utilized and has failed to bring about agreement on all items, or if the mediation process was not utilized, the unresolved items shall be submitted to fact finding as follows:
  - 1. A fact finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the Board, within five (5) days. The third member shall be selected by the first two (2) members within fifteen (15) days as follows:

The parties shall notify the State Superintendent of Public Instruction that a fact finder is needed and request a list of potential fact finders from the State Superintendent. If no name on the list is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list. The parties will then continue alternately striking names from the list until only one (1) name remains. The person whose name remains on the list will serve as the chairperson of the fact finding committee.

- 2. The committee shall meet with the Board or its duly designated representatives and with the Association representatives for the purpose of fact finding.
- 3. Within five (5) days after the selection of a chairperson, the representatives of the parties shall meet to exchange written language on each item at impasse. The exchanged documents shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiating team.
- 4. The cost for the services of the fact finding committee including per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the representative selected by the Board; the Association shall assume the expenses of the representative selected by the Association; and the expenses of the third member shall be shared equally by the Board and the Association.
- 5. The fact finding committee shall have authority to establish procedural rules, conduct investigations and hold hearings during which each party to the dispute shall be given opportunity to present its case with supporting evidence.
- 6. All hearings by the fact finding committee shall be conducted in closed session.
- 7. The chairperson shall convene the committee for fact finding. The committee shall meet with the representative of both parties and within twenty (20) days after the fact find hearing, shall present its written recommendations to the Board and the Association. The report shall set forth findings of fact and recommendations on the issues submitted.
- 8. If either party decides it must reject one or more of the committee's recommendations, said party must, within seven (7) days after the committee has submitted its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume a good faith effort to resolve the remaining differences, provided after fourteen (14) days after the exchange of written statements as provided for this action, either party may discontinue such effort.
- 9. The Board shall file a copy of the fact finding report with the office of the State Superintendent of Public Instruction within fourteen (14) calendar days of its own receipt of such report and shall provide the Association with written proof of receipt by that office. If the effort to resolve differences is successful, the

parties shall draft a written agreement and present the agreement to both parties for ratification and, upon ratification, such agreement shall also be forwarded to the State Superintendent. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent, in writing, it's final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation and shall provide the Association with a true copy of said report.

#### ARTICLE VI: PRIOR AGREEMENTS

A. The parties mutually agree that this Procedural Agreement supersedes procedural agreements that may have been in effect between the Association and the Board.

#### ARTICLE VII: SAVINGS CLAUSE

A. If any provision of this Agreement or application of the Agreement to any employee covered hereby shall be found contrary to law, then all other provisions or application of the Agreement shall continue in full force and effect.

#### **ARTICLE VIII:**

A. This Agreement shall continue in effect unless notice is given, in writing, by January 10 of any year by either party that the party desires to amend or terminate this agreement. If either party elects to terminate, this agreement shall be terminated upon ratification of a new agreement to be completed with sixty (60) days of notification. If negotiations are in progress, the existing agreement will remain in effect until the contract is ratified.

Adopted: December 12, 1994				
G.A.C.T PRESIDENT	DATE	GUTHRIE BOARD PRESIDENT	DATE	
G A C T SPOKESPERSON	DATE	GUTHRIE SUPERINTENDENT	DATE	

#### Standards of Performance and Conduct for Teachers

The following standards of conduct for teachers are adopted pursuant to HB 1017, 70 O.S.

Supp. 1990 6-101, 21 & 22.

Teachers are charged with the education of the youth of this State. In order to perform effectively, teachers must demonstrate a belief in the worth and dignity of each human being, recognizing the supreme importance of the pursuit of truth, devotion to excellence and the nurture of democratic principles.

In recognition of the magnitude of the responsibility inherent in the teaching process and by virtue of the desire for the respect and confidence of their colleagues, students, parents, and the community, teachers are to be guided in their conduct by their commitment to their students and their profession.

#### PRINCIPLE I

#### COMMITMENT TO THE STUDENTS

The teacher must strive to help each student realize his or her potential as a worthy and effective member of society. The teacher must work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the teacher:

- 1. Shall not unreasonably restrain the student from independent action in the pursuit of learning
- 2. Shall not unreasonably deny the student access to varying points of view
- 3. Shall not deliberately suppress or distort subject matter relevant to the student's progress
- 4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety
- 5. Shall not intentionally expose the student to embarrassment or disparagement
- 6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly:
  - a. Exclude any student from participation in any program
  - b. Deny benefits to any students
  - c. Grant any advantage to any student
- 7. Shall not use professional relationships with students for private advantage
- 8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by law or is required by law

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#### PRINCIPLE II

#### COMMITMENT TO THE PROFESSION

The teaching profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In order to secure that the quality of the services of the teaching profession meets the expectations of the State and its citizens, the teacher shall exert every effort to raise professional standards, fulfill professional responsibilities with honor and integrity, promote a climate that encourages the exercise of professional judgment, achieve conditions which attract persons worthy of the trust to careers in education and assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

- 1. Shall not, in an application for a professional position, deliberately make a false statement or fail to disclose a material fact related to competency and qualifications
- 2. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education or other relevant attribute
- 3. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position
- 4. Shall not assist an unqualified person in the unauthorized practice of the profession
- 5. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law
- 6. Shall not knowingly make false or malicious statements about a colleague
- 7. Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions

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# Oklahoma Minimum Criteria for Effective Teaching Performance

H.B. 1466, 1985, Title 70 O.S. Supp. 1985, 6-102.3

#### I. PRACTICE

#### A. Teacher Management Indicators

1. The teacher plans for delivery of the lesson relative to short-term and long-term objectives.

#### 2. Routine

The teacher uses minimum class time for noninstructional routines thus maximizing time on task.

#### 3. Discipline

The teacher clearly defines expected behavior (encourages positive behavior and controls negative behavior).

#### 4. Learning Environment

The teacher establishes rapport with students and provides a pleasant, safe and orderly climate conducive to learning.

#### B. Teacher Instructional Indicators

#### 1. Establishes Objectives

The teacher communicates the instructional objectives to students.

#### 2. Stress Sequence

The teacher shows how the present topic is related to those topics that have been taught or that will be taught.

#### 3. Relates Objectives

The teacher relates subject topics to existing student experiences.

#### 4. Involves All Learners

The teacher uses signaled responses, questioning techniques and/or guided practices to involve all students.

#### 5. Explains Content

The teacher teaches the objectives through a variety of methods.

#### 6. Explains Directions

The teacher gives directions that are clearly stated and related to the learning objectives.

#### 7. Models

The teacher demonstrates the desired skills.

#### 8. Monitors

The teacher checks to determine if students are progressing toward stated objectives.

#### 9. Adjusts Based on Monitoring

The teacher changes instruction based on the results of monitoring.

#### 10. Guides Practice

The teacher requires all students to practice newly learned skills while under the direct supervision of the teacher.

#### 11. Provides For Independent Practice

The teacher requires students to practice newly learned skills without the direct supervision of the teacher.

#### 12. Establishes Closure

The teacher summarizes and fits into context what has been taught.

#### II. Products

#### A. Teacher Product Indicators

1. Lesson Plans

The teacher writes daily lesson plans designed to achieve the identified objectives.

2. Student Files

The teacher maintains a written record of student progress.

3. Grading Patterns

The teacher utilizes grading patterns that are fairly administered and based on identified criteria.

#### B. Student Achievement Indicators

1. Students demonstrate mastery of the stated objectives through projects, daily assignments, performance and test scores.

Attorney General Opinion No. 86-146, January 9, 1987: It is therefore, the official opinion of the Attorney General that all evaluation policies adopted by Oklahoma school districts be based upon minimum criteria developed by the State Board of Education; that in these school districts with previously existing professional negotiation agreements, the negotiated provisions must comply with the State Board of Education minimum criteria: that the provisions of the evaluation procedure are mandatory topics of professional negotiations; and that the criteria negotiated and adopted may exceed the minimum criteria promulgated by the State Board of Education pursuant to 70 O.S. Supp. 1936, 16-103.3(1).

# GRIEVANCE FORM

Level (Check one): One	_, Two or Three
Name of Grievant	Assignment
Date or Occurrence giving rise to the	e Grievance
Citation of Article(s) and/or Section(	(s) alleged to have been violated
Statement of Grievance	
Relief Sought	
Signature of Grievant	Date
Date Received	
Decision and Supporting Reason(s)	
Signature and Title	
Digitatare and Title	Dute

(If additional space is needed to complete any segment(s) of this form, attach and properly identify additional pages)



# SUPPORT PERSONNEL HANDBOOK

FOR THE SCHOOL YEAR

20<del>19</del>20-20<del>20</del>21

ALSO AVAILABLE AT

www.guthrieps.net

PUBLICATIONS

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# SECTION A BOARD OF EDUCATION

# **SA-1**

# **POLICIES AND PROCEDURES**

The Guthrie Public School Board of Education recognizes the need and necessity for all personnel to be informed and have access to all school policies and procedures. Therefore the Board of Education has adopted the Support Personnel Handbook for distribution to all support employees.

A complete copy of the Guthrie Public Schools Policy Book will be kept in each building library and main administrative office. These copies are for employee use and reference.

# SECTION B PERSONNEL

#### **SB-1**

#### **APPLICATIONS**

Applications for positions or promotions with Guthrie Public Schools shall be in the approved format provided by the district.

All applications submitted for employment or promotion becomes the sole property of Guthrie Public Schools. The application, references and other information are confidential and will be reviewed only by the appropriate authorized supervisory personnel.

An applicant's name or other information will not be given to any private business, agency, or institution.

#### **SB-2**

# **NON-DISCRIMINATION**

The Guthrie Board of Education is committed to a policy of nondiscrimination in relation to race, color, religion, sex, age, national origin, alienage, handicap, or veteran status. This policy will prevail in all matters concerning staff, events, students, the public, employment, admissions, financial aid, educational programs and services, facilities access, and individuals, companies, and firms with whom the board does business.

The School District has adopted Grievance Procedures for Filing, Processing and Resolving Alleged Discrimination Complaints to address discrimination based on sex (including sexual harassment), race, color, national origin, religion, age or qualified disability. Students and their parents can obtain a free copy of the Grievance Procedures from their school principal or the superintendent. Employees may obtain a copy from their building principal, supervisor, or the director in charge of personnel.

#### **SB-3**

#### SEXUAL HARASSMENT

The following are the rules and regulations to be followed by all employees of the Guthrie Public Schools:

- 1. "Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal 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 a worker's employment, or (b) is used as a basis for employment decisions affecting that worker or (c) has the purpose or effect of unreasonably interfering with a person's work performance, or creating an intimidating, hostile or offensive working environment.
- 2. All employees are strictly prohibited from engaging in any form of sexual harassment of any other employee or applicant for employment. 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.
- 3. Any employee who is or has been subjected to sexual harassment or knows of any employee who is or has been subjected to sexual harassment shall report all such incidents to the director of personnel or the office of the superintendent. All such reports should be made in person or in writing signed by the reporting party. However, in order to encourage full and complete reporting of such prohibited activities, any person may report such incidents in writing and anonymously by mailing such reports to the personal attention of the director of personnel or the office of the superintendent. All such reports should state the name of the employee or applicants involved, 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.
- 4. 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 Antidiscrimination Act and may report such incidents to the Equal Employment Opportunity Commission or the Oklahoma Human Rights Commission.

#### **SB-4**

#### **CONTRACTS**

Support employees will be offered one of the following contracts: regular, duration of need, or part-time.

- A. Regular contracts are issued to employees working a complete contract year.
- B. Duration of need contracts are provided for by state law and are issued for a stated period of time as distinguished from regular contracts. These contracts are temporary agreements, written for a stated period of time, and no expectancy of future employment is implied. The circumstances under which duration of need contracts may be used are within the discretion of the Board of Education. Such circumstances include, but are not limited to the following:
  - 1. Personnel employed for less than a full contract year are to be considered on a "Duration of Need Contract" only.
  - 2. Personnel employed to fill a temporary leave vacancy
  - 3. Other circumstances deemed appropriate by the Superintendent of Schools

#### **SB-5**

#### **PAYROLL**

- A. Pay day shall be on the 25th day of each month. When that day falls on a weekend or holiday, checks will be issued on the last workday preceding that date. Summer checks will be available on the corresponding day in June.
- B. Guthrie Public Schools provides for electronic deposit of payroll checks to the financial institution of the employee's choice. Guthrie Public Schools schedules an open enrollment period each year, which will coincide with existing Section 125 deadlines, and allow one additional change per year, per employee except in extenuating legal circumstances. The Business Office will provide employee authorization forms for electronic deposit.

NOTICE: Except as otherwise provided by law, the business office requires that new insurance companies applying for payroll deduction slots have a minimum of ten (10) policies in force and receive approval from the Superintendent of Schools or his designee.

The deadline for initiating Section 125 employee payroll deductions is September 1st each year. New employees are required to designate payroll deductions within thirty (30) days of employment.

#### **SB-6**

#### **USE OF TELEPHONE**

Employees are not to use the telephone for long distance school calls where the charge would be made to the school telephone without permission of the principal/supervisor.

#### **SB-7**

#### COMMISSIONS

School law prohibits an employee from receiving gratuities or commissions to influence the purchase of material or supplies.

#### **SB-8**

#### PROFESSIONAL CONDUCT OF PERSONNEL

The Board of Education makes no rules and regulations concerning the conduct of employees when not on duty. The Board assumes that each employee's training and good judgment is such that the employee knows what proper conduct is and will govern himself/herself accordingly.

#### **SB-9**

#### DRESS/APPEARANCE

All employees are expected to dress appropriately and to conduct themselves responsibly. The image they portray as a Guthrie Public Schools' employee through the day-to-day contact with the public and with colleagues has a direct bearing on how they judge the effectiveness of our school system. It is important that a positive image be portrayed. Cleanliness and personal grooming are important and expected.

#### **SB-10**

#### FINANCIAL OBLIGATIONS

The board of education expects employees of Guthrie Public Schools to pay all financial obligations promptly.

#### **SB-11**

#### CLOSING OF SCHOOL DUE TO INCLEMENT WEATHER

Should it be necessary to close school because of inclement weather, the three major network stations will announce the closing. Whenever possible, the stations will be informed of any closing in time to announce it on the 10:00 p.m. newscasts. Support personnel on a twelve (12) month contract will report to work at the discretion of the Superintendent.

#### **SB-12**

#### CHILD ABUSE AND NEGLECT

School district employees having reason to believe that a student under the age of 18 years has had physical injury inflicted upon the student by other than accidental means and the injury appears to have been caused as the result of physical abuse or neglect shall immediately report the matter to the principal of the student's school.

"Physical abuse and neglect" means harm or threatened harm to a child's health or welfare by the child's parent or guardian, or other person with whom the child resides, including non-accidental physical injury, sexual abuse, or negligent treatment or maltreatment including the failure to provide adequate food, clothing, shelter, or medical care.

The school principal, the reporting employee and any other employees whom the school principal believes may have had opportunity to observe the student shall review the available information and indications of abuse. The school principal shall report the suspected abuse to the county office of the Department of Human Services for the county where the student resides if the school principal determines that there is reason to believe the student has been abused. The school principal shall advise the other employees and the superintendent of the decision.

If any employee involved in the review believes a report should have been made when it was not, or at any point believes that the student is in imminent physical danger, the employee should report the situation to the appropriate office of the Department of Human Services, with or without the concurrence of the other employees involved. The employee making the report shall notify the school principal and the superintendent.

If the Department of Human Services office is notified by telephone of suspected abuse, the oral report shall be followed by a written report from the school principal or other employee making the telephone report. The written report should contain the names and addresses of the child, the parents, and any other responsible persons, the child's age, the nature and extent of injuries, any previous incidents, and any other helpful information.

All information or documents generated by the school district in regard to the matter are confidential; shall not be disclosed except to investigators of the Department of Human Services, the school district's attorneys, or the District Attorney's office or other state or federal officials in connection with the performance of their official duties; and shall be maintained by the school district in a file separate from the student's general file.

At the request of appropriately identified investigators of the Department of Human Services or the district attorney's office, the school principal may permit the investigators access to a student whose suspected abuse has been reported by a school employee. The principal, or a designated counselor or teacher, must be present but shall not participate in the investigators' interview with the students.

Oklahoma law provides that any school employee who in good faith and exercising due care makes a report to the Department of Human Services, or allows access to a child by persons authorized to investigate a report concerning the child, shall not be liable in damages to any person in the event the report is inaccurate.

#### **SB-13**

#### ADMINISTRATIVE CENTER WORK SCHEDULE

The Administrative Center will be open Monday through Friday from 7:45 a.m. until 4:45 p.m. Personnel will alternate schedules, including lunch schedules, to assure that the office is continuously open all day. On days when school is officially closed it will be at the discretion of the Superintendent to determine if 12-month employees will report to work.

#### **SB-14**

#### SUPERVISION OF FAMILY MEMBERS

Employees will not be assigned to serve under the direct supervision of a member of their own family. Any employee presently under the supervision of a family member at the time of the adoption of this policy will be permitted to remain in that specific position.

#### **SB-15**

#### STAFF USE OF TOBACCO PRODUCTS

In order to reinforce the policy, which prohibits the use of tobacco products by students, school employees who are on duty and in the presence of students are prohibited from using tobacco products.

#### **SB-16**

#### WORKER'S COMPENSATION

As required by the law, the Guthrie School District carries Worker's Compensation Insurance. Should any employee who is covered by such insurance be injured while at work, the employee is entitled to the benefits provided by the Worker's Compensation Law. No employee will be awarded both sick leave and Worker's Compensation payments.

# SB-17 WORK SCHEDULE, PAY GRADES & SALARY SCHEDULE

The following are guidelines for scheduling and payment purposes. The Superintendent or his/her designee may alter the work schedule in favor of the employee at the Superintendent's discretion.

#### 12-MONTH EMPLOYEES

Included are Central Office Staff, Building Level Secretaries (H.S. only), Maintenance Personnel, Custodial Personnel, Child Nutrition Secretary and Transportation Personnel/Secretary Contracted days -Minimum of 160 days (which includes holidays)
Holidays include - Independence Day, Labor Day, Fall Break, Thanksgiving Break, Christmas Break, Martin Luther King Day, Spring Break, Memorial Day
Starting date - July 1
Ending date June 30

#### 10-MONTH EMPLOYEES

Included are Building Level Secretaries

Contracted days - Minimum of 160 days

Starting date - 10 days before teachers report to start the school year

Ending date - 10 days after the last day teachers work

#### 9-MONTH EMPLOYEES

Route Drivers and Cafeteria Workers
Contracted days - Minimum of 160 days
Included are all Teacher Assistants, Library Assistants and Handicap Bus Drivers
Contracted days - Minimum of 160 days
Starting date - First day teachers report
Ending date - Last day teachers work

# **Guthrie Public Schools Position Pay Grade Schedule**

Position	Pay Grade
Clerical	·
Secretary to Superintendent	12
Payroll / Appropriated Funds	11
Activity Fund Clerk	9
Secretary to Assistant Superintendent	9
Treasurer/ School Food Authority (SFA)	9
Secretary to Executive Director	9
Secretary to Director of Special Education	9
High School Financial Secretary	7
Central Office Receptionist	7
High School Registrar	7
Maintenance Clerk	6
Junior High Financial Secretary	4
Site Secretary / Receptionist	4
Technology	
Systems Analyst	<del>10-</del> 13
Computer Support Tech I	8
Data Management Specialist	7
Assistants	
Paraprofessional	3
Paraprofessional with Certifications	6
Maintenance	
Lead Maintenance	13
Full-Time Maintenance	8
Grounds Superintendent	8
Grounds Maintenance	3
Certified HVAC / Electrical Technician - Journeyman	\$23 Hourly
Certified HVAC / Electrical Technician - Contractor	\$26 Hourly
Custodial	
Head Custodian – High School	6
Head Custodian – Junior High / GUES	5
Head Custodian – Athletics/ Cotteral / Charter Oak / Central / Fogarty	4
Custodian	3
Transportation	
Lead Mechanic	12
Mechanic	10
Full Time Special Needs Driver	13
Route Supervisor	13
Route Driver	13
Dispatch Supervisor	6
Monitor	2
Child Nutrition	
Cafeteria Manager	6
Secretary to Child Nutrition Director	4
Cafeteria Worker	2

Full-time Employees that work a minimum of four (4) hours daily will receive the district paid teacher retirement benefit. Full-time Employees that work a minimum of six (6) hours daily will qualify to receive all fringe benefits available through the district support employee benefit program.

Up to 5 years credit may be granted for Military Service on the Support Personnel Salary Schedule.



	GRADE												
	1	2	3	4	5	6	7	8	9	10	11	12	13
Experience													
0	7.50	7.80	8.30	8.80	9.30	9.80	10.30	10.80	11.30	11.80	12.30	12.80	13.50
1	7.50	7.95	8.45	8.95	9.45	9.95	10.45	10.95	11.45	11.95	12.45	12.95	13.65
2	7.50	8.10	8.60	9.10	9.60	10.10	10.60	11.10	11.60	12.10	12.60	13.10	14.18
3	7.50	8.25	8.75	9.25	9.75	10.25	10.75	11.25	11.75	12.25	12.75	13.25	14.46
4	7.50	8.40	8.90	9.40	9.90	10.40	10.90	11.40	11.90	12.40	12.90	13.40	14.62
5	7.50	8.55	9.05	9.55	10.05	10.55	11.05	11.55	12.05	12.55	13.05	13.55	14.77
6	7.50	8.70	9.20	9.70	10.20	10.70	11.20	11.70	12.20	12.70	13.20	13.70	14.93
7	7.50	8.85	9.35	9.85	10.35	10.85	11.35	11.85	12.35	12.85	13.35	13.85	15.08
8	7.50	9.00	9.50	10.00	10.50	11.00	11.50	12.00	12.50	13.00	13.50	14.00	15.24
9	7.50	9.15	9.65	10.15	10.65	11.15	11.65	12.15	12.65	13.15	13.65	14.15	15.39
10	7.50	9.30	9.80	10.30	10.80	11.30	11.80	12.30	12.80	13.30	13.80	14.30	15.55
11	7.50	9.45	9.95	10.45	10.95	11.45	11.95	12.45	12.95	13.45	13.95	14.45	15.70
12	7.50	9.60	10.10	10.60	11.10	11.60	12.10	12.60	13.10	13.60	14.10	14.60	15.86
13	7.50	9.75	10.25	10.75	11.25	11.75	12.25	12.75	13.25	13.75	14.25	14.75	16.01
14	7.50	9.90	10.40	10.90	11.40	11.90	12.40	12.90	13.40	13.90	14.40	14.90	16.17
15	7.50	10.05	10.55	11.05	11.55	12.05	12.55	13.05	13.55	14.05	14.55	15.05	16.32
16	7.50	10.20	10.70	11.20	11.70	12.20	12.70	13.20	13.70	14.20	14.70	15.20	16.48
17	7.50	10.35	10.85	11.35	11.85	12.35	12.85	13.35	13.85	14.35	14.85	15.35	16.63
18	7.50	10.50	11.00	11.50	12.00	12.50	13.00	13.50	14.00	14.50	15.00	15.50	16.79
19	7.50	10.65	11.15	11.65	12.15	12.65	13.15	13.65	14.15	14.65	15.15	15.65	16.94
20	7.50	10.80	11.30	11.80	12.30	12.80	13.30	13.80	14.30	14.80	15.30	15.80	17.10
21	7.50	10.95	11.45	11.95	12.45	12.95	13.45	13.95	14.45	14.95	15.45	15.95	17.25
22	7.50	11.10	11.60	12.10	12.60	13.10	13.60	14.10	14.60	15.10	15.60	16.10	17.41
23	7.50	11.25	11.75	12.25	12.75	13.25	13.75	14.25	14.75	15.25	15.75	16.25	17.56
24	7.50	11.40	11.90	12.40	12.90	13.40	13.90	14.40	14.90	15.40	15.90	16.40	17.72
25	7.50	11.55	12.05	12.55	13.05	13.55	14.05	14.55	15.05	15.55	16.05	16.55	17.87
26	7.50	11.80	12.30	12.80	13.30	13.80	14.30	14.80	15.30	15.80	16.30	16.80	18.03
27	7.50	12.05	12.55	13.05	13.55	14.05	14.55	15.05	15.55	16.05	16.55	17.05	18.18
28	7.50	12.30	12.80	13.30	13.80	14.30	14.80	15.30	15.80	16.30	16.80	17.30	18.34
29	7.50	12.55	13.05	13.55	14.05	14.55	15.05	15.55	16.05	16.55	17.05	17.55	18.49
30	7.50	12.80	13.30	13.80	14.30	14.80	15.30	15.80	16.30	16.80	17.30	17.80	18.64
31	7.50	13.05	13.55	14.05	14.55	15.05	15.55	16.05	16.55	17.05	17.55	18.05	18.79

^{***}In accordance with 70 O.S. § 6-101.40 - HB1026XX, effective July 1, 2018, all full-time support staff will receive a \$1,250 pay increase for the 2020-2021 school year. This additional amount will be reflected on your pay stub spread over a 12-month period.

# SB-18 EVALUATION

It is the policy of the Guthrie Board of Education that all Support Employees be evaluated at least once each year prior to May 1. The Support Employee evaluation assignments are as follows:

EMPLOYEE EVALUATOR
Secretaries Building Principal

Teacher Assistants Building Principal - Teacher

Special Ed Teacher Assistants Building Principal - Teacher - Sp. Ed. Director

CustodiansBuilding PrincipalMaintenance PersonnelDirector of OperationsCafeteria PersonnelDirector of Food ServicesTransportation PersonnelDirector of OperationsCentral Office PersonnelSuperintendent - Asst. Supt.

#### ONE OR ALL OF THE DESIGNATED EVALUATORS MAY DO EVALUATIONS AS DEEMED NECESSARY.

Where the Building Principal is designated as the evaluator, an Assistant Principal if so assigned may assume the responsibility.

A copy of the evaluation instrument to be used is included at the back of this handbook.

#### **SB-19**

#### PROFESSIONAL LEAVE

Professional leave may be provided upon request and approval of appropriate administration. Such leaves shall be used for attendance at professional conferences, meetings, workshops, observations of other schools' programs or other meetings.

#### **SB-20**

#### **JURY DUTY**

Support employees shall be granted leave to serve on a jury or as a subpoenaed witness. An employee serving as a juror or subpoenaed witness shall be paid the full contract salary less any compensation received for such service, exclusive of parking or mileage reimbursement.

#### **SB-21**

#### MATERNITY LEAVE

A Support Employee who is pregnant may continue her duties until, in the opinion of the employee's physician and the employee, she is no longer able to perform her duties. The employee shall give written notice at least fourteen (14) days prior to the time she intends to cease her duties, except in case of an emergency.

The notice shall also state whether or not she intends to return to the district after the child is born and when she intends to return. An employee who gives notice she desires to return to the district must reaffirm that intent by giving written notice to the Board within sixty (60) days of the child's birth. At the time of her return, the employee shall be assigned to the same position or an equivalent position for which she is qualified, provided she returns the same school year. Up to thirty, (30) days of sick leave with pay can be used for maternity leave. Days requested beyond thirty, (30) must be documented by a physician.

#### **SB-22**

#### PERSONAL LEAVE

Each Support Employee shall have three (3) days to be used as personal or emergency leave with the following restrictions:

- 1. Such leave shall be granted upon request to the employee's building principal or director at least forty-eight (48) hours in advance of the requested leave. The time limit shall be waived in case of emergency.
- 2. Cost of a substitute, if needed, shall be paid by the school system.
- 3. These days are not cumulative.
- 4. Any days taken over the allowed three (3) days will result in loss of a full day's pay for each day.
- 5. The day immediately preceding and following a school holiday will not be allowed for personal leave, except as approved by the building principal.
- 6. No personal leave days will be granted the first or last weeks of class, except in case of emergency and approved by the principal.
- 7. Unused personal leave days shall accumulate as sick leave for the following year. Those employees who have one hundred ten (110) unused sick leave days accumulated at the end of the school year may make a written request to receive \$50.00 per day for each unused personal leave day, maximum of three (3) days. Eligible staff must request payment in writing to the office of the superintendent by June 1 each year to receive reimbursement. Reimbursement for unused personal leave days is not cumulative.

#### **SB-23**

#### BEREAVEMENT LEAVE

Non-cumulative bereavement leave of up to five (5) days per occurrence shall be granted to an employee in the event of a death in the immediate family. Immediate family shall include: spouse, parent, stepparent, child, stepchild, foster-child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, parent-in-law, aunt or uncle, and aunt or uncle-in-law. (Bereavement leave need not be taken on consecutive days but must be initiated within 15 days and completed within 30 days of the qualifying event.)

#### **SB-24**

#### SICK LEAVE

One day per contract month of sick leave shall be granted annually for personal illness, accidental injury, pregnancy or temporary disability to the employee or accidental injury or illness the immediate family. (Immediate family shall include: spouse, parent, step-parent, child, step-child, foster child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, sibling, grandparent, grandchild, or parent-in-law.)

Support Employees who legally retire and are vested in the Oklahoma Teacher's Retirement System shall be paid for accrued sick leave upon written request at the rate of \$50.00 per day. Those employees who have resigned and have been employed by the Guthrie Public School System for a minimum of ten (10) years shall also be paid for accrued sick leave at the rate of \$50.00 per day. All sick leave days paid upon separation of employment through retirement must have been accrued in the service of Guthrie Public Schools. Sick leave days transferred from other employment will not be considered for reimbursement. Written request by the employee prior to the effective date of resignation (but not later than June 15th) shall be required. This can only be done once. (Requests for accumulated sick leave reimbursement received after the close of the fiscal year on June 30th will not be paid.)

Unused sick leave days shall accumulate to a maximum of 120 days per employee. Personnel who have accumulated one hundred twenty (120) days sick leave prior to the commencement of the school year earn additional days when the new school year begins which will be credited to their individual retirement reserve account. Official records of all days accumulated above 120 shall be maintained by the school district for the purpose of teacher retirement.

#### **SB-25**

#### VACATION

All personnel assigned to twelve-month positions will accrue vacation time and be entitled to take vacation leave when approved by their immediate supervisor.

#### Rate of Accrual

Twelve-month personnel shall accrue a maximum of 12 days of vacation per fiscal year at the rate of 1 day per month.

#### Special Accrual

Current employees who have previously worked less than 12-month contracts and are changed to 12-month positions will accrue vacation days, on the last day of the first month of 12-month employment and each month thereafter, for the remainder of the fiscal year.

When a 12-month employee transfers to a less-than 12-month position, the employee will be paid for all vacation days.

#### **New Employees**

Personnel who are employed later than the first month of the fiscal year will accrue, beginning on the last day of the first month of employment, vacation days at the rate of 1 day per month for each month remaining in the fiscal year.

#### Month of Accrual

Personnel must have reported to work prior to the tenth ( $10^{th}$ ) of the month or have worked through the tenth ( $10^{th}$ ) of the month to receive credit toward vacation for that month.

With regard to computation of earned vacation time, absences of an employee on sick leave or vacation are considered as time served.

Vacation days will not be accrued after the expiration of sick leave or for absences not covered by sick leave or vacation time.

#### Accumulation

Twelve-month employees who accumulate vacation days as a part of their employment contract may accumulate up to a maximum of thirty-five (35) vacation days. An employee that has in excess of thirty-five (35) vacation days at the end of any month will lose the accrual for that month with no compensation for the day lost.

#### Payment of Unused Vacation Upon Termination of Employment

Upon retirement or termination of employment, personnel having unused vacation leave will be reimbursed at their daily rate.

# SB-26 SUPPORT PERSONNEL SUSPENSION, DEMOTION OR TERMINATION

#### 1) <u>Definitions</u>:

- a) "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.
- b) "Full-time Support Employee" shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employee and who is employed by the School District for a minimum of 172 days per year.
- c) "Suspension without pay" shall mean the temporary denial of a support employee's right to work and receive any pay and other benefits during the term of the suspension. "Suspension without pay" may be as a disciplinary measure as provided in paragraph 4.B (1), below, or as a suspension pending investigation as provided in paragraph 4.B(2), below. If a final decision is made under the procedures stated below that a suspension without pay was improper, the support employee shall receive full pay and other benefits for the period of suspension.
- d) "Suspension with pay" may occur in those situations in which the superintendent or his 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.
- e) "Demotion" shall mean a reduction in pay during the term of the support employee's contract. "Demotion" shall not mean a change in job description or work assignment or duties.
- f) "Termination" shall mean the discharge of the support employee from his/her employment with the 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.
- g) "Nonreemployment" shall mean the failure to offer a support employee a new contract for the next successive school year after the contract under which the support employee is presently employed has expired.

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

A full time support employee who has been employed by the School District for more than one year shall be suspended, demoted, terminated or nonreemployed 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.

#### 3) <u>Cause for Suspension, Demotion, Termination or Nonreemployment.</u>

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

b) The rules, regulations and requirements referred to above 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 nonreemployment during the term of his/her contract.

#### 4) <u>Procedures For Suspensions Without Pay, Terminations and Demotions.</u>

- a) Any full-time support employee is subject to disciplinary action in the form of a suspension without pay, demotion or termination. Prior to instituting any such disciplinary action, the full-time support employee shall receive the following hearing rights:
  - i) The superintendent of schools or his designee shall orally advise the support employee of the cause or basis for the proposed disciplinary action;
  - ii) The superintendent of schools or his designee shall explain to the support employee the evidence against the support employee;
  - iii) The superintendent of schools or his designee shall allow the support employee an opportunity to present his side of the matter.
- b) After the support employee is afforded the above hearing rights, the superintendent of schools or his designee may take any of the following actions:
  - i) Suspension without pay for ten (10) working days or less as a disciplinary measure;
  - ii) Suspension without pay pending investigation as to whether cause exists for the termination of the support employee;
  - iii) Demotion of the support employee;
  - iv) Termination of the support employee;
  - v) Conclude that no disciplinary action is appropriate.
- c) If a support employee is suspended without pay pending an investigation as to whether termination is appropriate, then, within five (5) working days after the effective date of the suspension without pay, such investigation must be completed and the superintendent or his duly authorized designee shall afford the support employee a second hearing with the same hearing rights as set forth in paragraph 4.A., 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.
- d) The support employee shall have the right to appeal to the Board of Education a suspension without pay as a disciplinary measure, a demotion or a termination as set forth in the Procedures for Appeal to the Board of Education in section 6 below.

#### 5) <u>Procedures for Nonreemployment.</u>

Prior to being nonreemployed, 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:

- a) 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 nonreemployment of the support employee for the subsequent fiscal year;
- b) The written notification shall set out the cause(s) for such action;

c) The support employee shall have the right to contest his nonreemployment before the Board of Education as set forth in the Procedures for Appeal to the Board of Education in section 6 below.

#### 6) Procedures for Appeal to the Board of Education.

- a) After any suspension without pay as a disciplinary measure, or prior to the effective date of any demotion, termination during the term of his/her contract or nonreemployment, the support employee shall receive notice of his/her right to a hearing before the Board of Education as herein provided.
- 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.
- c) A support employee who has been notified in writing of his/her suspension without pay as a disciplinary measure, demotion or termination during the term of his/her contract or nonreemployment 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 nonreemployment, the board may take final action to nonreemploy the employee without further notice or hearing rights.

#### d) Hearing before Board of Education:

- i) Upon timely notice as set forth above, the support employee shall be entitled to a hearing before the Board of Education. The hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the request for the hearing was received at least ten (10) days prior to the next, or next succeeding, regularly scheduled Board of Education meeting. At the request of the support employee or at the discretion of the Board of Education, the Board of Education shall call a special meeting to conduct the requested hearing, which special meeting shall be held no earlier than ten (10) days nor later than thirty (30) days after receipt of the support employee's request.
- ii) At the hearing before the Board of Education, the support employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by the 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 nonreemployment. 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.
- iii) As to suspension as a disciplinary measure, demotion or termination, the Board of Education may affirm, modify or reverse the action taken against the support employee, including increasing or decreasing the severity of the original action. As to nonreemployment, the board may reemploy or nonreemploy the employee for the subsequent fiscal year.
- iv) The decision of the Board of Education at the hearing shall be final and non-appealable.

#### 7) <u>Miscellaneous</u>.

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 nonrenewal of support employees.

# **GUTHRIE PUBLIC SCHOOLS**

# SUPPORT EMPLOYEE RULES AND REGULATIONS

A support employee may be suspended, demoted, terminated or nonreemployed 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.
- (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 outgoing calls.
- (33) Walking off job.
- (34) Clocking in or out another employee's time card or time sheet.
- (35) Use of Tobacco on school property.
- (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 nonreemployed.
- Because of the difficulty of retaining competent support employees on a temporary basis over an extended period of time, a support employee shall be subject to termination or nonreemployment for 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.

#### **SB-27**

#### SUPPORT PERSONNEL REDUCTION IN FORCE

Procedures for Elimination of Support Personnel Positions:

Guthrie Public Schools may lay off an employee whenever it is necessary because of a shortage of funds or work, or because of a material change in the function of the school.

If normal attrition does not accomplish the necessary staff reduction, the Superintendent will recommend the names of the employees to be in laid off based upon all the following criteria:

- 1. Type of job (skills involved in performance).
- 2. Length of service to Guthrie Public Schools.
- 3. Work performance and efficiency.

Each employee to be involved in a lay-off as a result of a Reduction In Force shall be notified in writing by the Superintendent at least two (2) weeks before the effective date.

An employee under RIF shall have the right of re-employment to any vacant position that the school district intends to fill provided such employee meets the qualifications of the position. This right expires one (1) year after the effective date of the RIF. The employee shall be considered in reverse order (i.e., the last dismissed will be the first considered) and shall resume his/her place on the salary schedule as qualified. The employee shall be responsible to keep an up to date address and phone number at the office of the superintendent.

# SECTION C MISCELLANEOUS POLICIES

#### SC-1

#### DISTRICT EMPLOYEE PURCHASES

The Guthrie Public School District will no longer accept responsibility for purchases by district employees unless those purchases meet one of the following criteria:

- 1. Purchase order delivered by employee, purchase order received by mail, or purchase order confirmed verbally via telephone by Purchasing Department.
- 2. Authorization form for emergency purchases signed by the purchasing manager or designee (this is not a purchase order). This form is for a "one-time" purchase only.

District employees are not authorized to charge purchases in the name of the district. It is the responsibility of the vendor to make sure that no business transaction is negotiated with an employee of the school district unless that transaction meets one of the two criteria mentioned above.

NOTE TO SCHOOL EMPLOYEES: Business transactions conducted during any fiscal year period (July 1-June 30) must have a purchase order typed prior to the end of that period (June 30). State law does not permit the issuance of purchase orders after the end of the fiscal year for expenditures of the prior year. Also, invoices of the prior fiscal year cannot be paid from current year funds. If you submit either of these after the close of the fiscal year, you are liable for the payment.

It is the responsibility of the employee and that of the school or department to see that invoices and requisitions needed for this payment be in the Purchasing Department no later than May 18 of each year.

#### SC-2

# HYGIENE AND SANITATION (BLOODBORNE PATHOGENS)

The Guthrie Board of Education recognizes that body fluids of any person may contain infectious or contagious bacteria or viruses, and that such bacteria or viruses may be spread form one person to another by accidental or careless handling of body fluids during sanitation or custodial work or the administration of emergency first aid.

The superintendent is directed to prepare regulations establishing proper procedures for handling body fluids during normal housekeeping. Such procedures shall include methods for the handling disposal of body fluids in school buildings and on school equipment and material. The district will make personal protective equipment available to employees for use in handling and disposing of body fluids.

The superintendent will also direct the identification of employees who could be reasonably anticipated as the result of their job duties to face contact with blood or other potentially infectious materials. Any employees so identified will be offered Hepatitis B vaccinations at district cost. Such vaccinations will be provided at a reasonable time and recommendations of the U.S. Public Health Service.

School district employees who have had an exposure incident to body fluids will participate in a follow-up confidential medical evaluation documenting the circumstances of exposure, identifying and testing the source individual if feasible, testing the exposed employee's blood if the employee consents, post-exposure prophylaxis, counseling and evaluation of reported illnesses. Health care professionals must be provided specified information to facilitate the evaluation and their written opinion on the need for Hepatitis B vaccine must be supplied to the employer. All diagnoses must remain confidential.

# **STAFF SAFETY**

All employees of this school district will be covered by Workers' Compensation Insurance for any accident occurring while on official duty on or off school property. Employees will report any accident, however slight in which they are involved to the employee's immediate supervisor as soon as possible. The report will include a brief description of the accident, the persons involved, and injuries sustained.

The supervisor will forward the report to the Assistant Superintendent's office as soon as possible. The Assistant Superintendent will submit an Employee's Report of Industrial Injury to the State Compensation Office.

Employees who have filed for Worker's Compensation may be required by the superintendent or designee to submit to medical tests or examinations as determined by a licensed physician appointed or hired by the board.

# USE OF DRUGS AND CONTROLLED SUBSTANCES BY EMPLOYEES DRUG-FREE WORKPLACE

In recognition of the clear danger resulting from drug abuse, and in good faith effort to promote the health, safety, and welfare to employees, students and the community, it is the policy of this school district to provide a drug-free workplace in compliance with the Drug-Free Schools and Communities Act Amendment of 1989.

With the intent that all employees have notice and knowledge of the ramifications concerning illegal chemical substance use, possession, purchase, sale, or distribution when the employee is on duty or on school property, the Guthrie Board of Education has adopted the following policy and regulations on testing of employees and applicants for employment with regard to use of illegal chemical substances.

#### Statement of Purpose and Intent

- 1. The safety of students and employees of the school district is of paramount concern to the school board.
- 2. Employees who are under the influence of an illegal chemical substance when on duty or on school property pose serious safety risks to students and other employees.
- 3. The use of illegal chemical substances has a direct and adverse effect on the safety, personal health, attendance, productivity and quality of work of all employees and the safety of all students.
- 4. Recent scientific studies demonstrate that the use of illegal chemical substances reduces an employee's ability to perform the job beyond the time period of immediate consumption or use.
- 5. The board recognizes that all employees have certain personal rights guaranteed by the Constitution of the United States of America and by the Constitution of the State of Oklahoma. This policy will not infringe on those rights.
- 6. Employees who have been identified, as chemically dependent will be referred, on a confidential basis, to a treatment facility or agency.
- 7. Due to the devastating impact that the use of illegal chemical substances can have on the safety of students and employees and their adverse affect on an employee's ability to perform the employee's job, the board will not tolerate employees who use, possess, distribute, purchase, sell or are under the influence of illegal chemical substances when on duty or while on school property.
- 8. This policy will apply to all employees of the school district regardless of position, title or seniority. Violations of this policy will subject the employee to disciplinary action, including termination.
- 9. The use of intoxicating or non-intoxicating beverages as defined by Oklahoma law (alcohol) is specifically addressed in this policy because alcohol is a legal drug. However, possession or use of alcohol when the employee is on duty or on school property is prohibited. Any employee who is found to be under the influence of alcohol when the employee is on duty or on school property or any employee who possesses or consumes alcohol when the employee is on duty or on school property or while attending a school event will be subject to disciplinary action, including termination.

#### Employee Drug Use Tests

Employees will be required to submit to drug use testing in the following instances:

- 1. A drug use test will be a required part of an annual physical examination to determine physical fitness for all new school bus drivers, new school vehicle mechanics, and all other new employees who are required to take an annual physical examination and whose jobs have a direct bearing on the safety of students or other employees. Returning employees will be randomly selected as required by Oklahoma State Law. Each employee who is to be tested for illegal chemical substances as a part of an annual physical examination will be given at least 30 calendar days notice of the date of the physical examination and attendant drug use test.
- 2. Any employee whose behavior while on duty creates a reasonable individualized suspicion that the employee is under the influence of an illegal chemical substance will be required to take a drug use test.
- 3. Any employee who is involved in an otherwise unexplained accident involving school property will be required to take a drug use test. Any employee who refuses to take a drug use test when so required under the provisions of this policy will be deemed to have committed an act of insubordination or willful neglect of duty, which will be the basis for disciplinary action, including termination.

Applicants for Employment Drug Use Tests

Applicants for employment will be required to submit to drug use testing as follows:

Drug use tests will be included as a part of physical examinations for that class of employees for whom physical examinations are required and only following a conditional offer of employment. If the prospective employee refuses to take the examination, or if the examination discloses drug use, the employment offer will be withdrawn. Applicants for employment will be notified that drug use testing will be a part of the physical examination if a physical examination is required.

Persons Authorized to Order Drug Testing

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

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

#### Circulation of Policy

This policy and the accompanying regulations shall be given broad circulation to all employees of the school district, which shall include prominent posting at various places in the district. Each employee and applicant for employment shall be entitled to receive, upon request, a free copy of this policy and the accompanying regulations.

#### Regulations:

In accordance with the policy of the board of education, the following regulation implements and supports the Use of Illegal Chemical Substances by Employees policy:

#### **Definitions**

- 1. "Illegal chemical substance" means any substance, which an individual may not sell, possess, use, distribute or purchase under either federal or Oklahoma law. Illegal chemical substance includes, but is not limited to, all scheduled drugs as defined by the Oklahoma Uniform Controlled Dangerous Substances Act, all pre-prescription drugs obtained without authorization and all prescribed drugs and over the counter drugs being used for an abusive purpose.
- 2. "Under the influence" means any employee of the school district or applicant for employment with the school district who has any illegal chemical substance or the metabolites thereof present in the person's body in any amount which is considered to be "positive" for such drug or drug metabolites using any scientifically substantiated drug use screen test and drug use confirm test.
- 3. "Positive", when referring to a drug use test administered under this policy, means a toxicological test result, which is considered to demonstrate the presence of an illegal chemical substance of the metabolites thereof using the standards customarily established by the testing laboratory administering the drug use test.
- 4. "School property" means any property owned, leased or rented by the school district, including but not limited to school buildings, parking lots and motor vehicles.
- 5. "Drug use test" means a scientifically substantiated method to test for the presence of illegal chemical substances in a person's urine.
- 6. "On duty" means any time during which an employee is acting in an official capacity for the school district or performing tasks within the employee's job description, including the taking of an annual physical examination.
- 7. "Reasonable suspicion" means a suspicion based on specific personal observations concerning the appearance, speech or behavior of an individual, and reasonable inferences drawn from those observations in the light of experience.

Determination of Applicants for Employment and Employees Being Under the Influence of an Illegal Chemical Substance

- 1. Any drug use test administered under the terms of this policy will be administered by or at the direction of a professional laboratory using scientifically validated toxicological methods. The professional laboratory shall be required to have detailed written specifications to assure chain of custody of the specimen, proper laboratory control and scientific testing. All aspects of the drug use-testing program, including the taking of specimens, will be conducted so as to safeguard the personal and privacy rights of applicants and employees to the maximum degree possible. The test specimen shall be obtained in a manner, which minimizes its intrusiveness. In particular, the specimen must be collected in a restroom or other private facility behind a closed stall; the test monitor shall not observe any employee or applicant while the specimen is being produced, but the test monitor may be present outside the stall to listen for normal sounds of urination in order to guard against tampered specimens and to insure an accurate chain of custody; and the test monitor may verify the normal warmth and appearance of the specimen. If at any time during the testing procedure, the test monitor has reason to believe or suspect that an employee/applicant is tampering with the specimen, the test monitor may stop the procedure and inform the test coordinator who will then determine if direct observation is required. The test monitor shall give each employee or applicant a form on which the employee or applicant may, but shall not be required to list any medication he/she has taken or any other legitimate reasons for having been in contact with potentially illegal chemical substances in the preceding 30 days.
- 2. If the initial drug use test is positive for the presence of an illegal chemical substance or the metabolites thereof, the initial test result will be subject to confirmation by a second and different test of the same specimen. The second test will use the gas chromatography mass spectrometry technique. An applicant for employment will not be denied employment or an employee will not be subject to disciplinary procedures unless the second test is positive for the presence of illegal chemical substances or the metabolites thereof.
- 3. If the second test is positive for the presence of illegal chemical substances or the metabolites thereof, the applicant for employment or the employee will be furnished with a copy of the test results.
- 4. Any applicant for employment or employee who is subject to disciplinary action as a result of being under the influence of an illegal chemical substance will be given a reasonable opportunity to rebut the drug use tests results. If the applicant or employee asserts that the positive test results are caused by other than consumption of an illegal chemical substance by the applicant or employee, then the applicant or employee will be given an opportunity to present evidence that the positive test result was produced by other than consumption of an illegal chemical substance. The school district will rely on the opinion of the laboratory, which performed the tests in determining whether the positive test result was produced by other than consumption of an illegal chemical substance. The employee or applicant will have a right to have a second gas chromatography/mass spectrometry test performed on the same test specimen at the expense of the employee or applicant if the request for the second test is made within 30 days after the date the first test positive result is communicated to the employee or applicant and subject to the approval by the school district's consulting laboratory of (a) the laboratory selected by the applicant for the second test and (b) the testing methodology used by the laboratory selected by the employee or applicant. A proper chain of custody shall be maintained at all times in transmitting the specimen to and from a second laboratory.
- 5. The laboratory reports and results of drug use testing will be maintained on a confidential basis except as otherwise required by law; provided however, the results and reports of drug use testing may be given to law enforcement authorities if the drug use test is administered as a result of an employee's involvement in an accident resulting in injury to persons or property. The laboratory performing drug use tests for the school district will not report on or disclose to the school district any physical or psychological condition affecting an employee or employment applicant which may be discovered in the examination of a specimen other than the presence of illegal chemical substances or the metabolites thereof. The use of specimens to test for any other substances will not be permitted.

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

An employee who possesses, uses, distributes, purchases sells or is confirmed by drug use tests to be under the influence of an illegal chemical substance while on duty, while on school property or as a result of drug use tests conducted as part of an annual physical examination will be subject to disciplinary action, including termination.

Applicants Under the Influence of an Illegal Chemical Substance

Any applicant who is confirmed by drug use test to be under the influence of an illegal chemical substance will not be hired.

#### DISPOSAL OF SURPLUS PROPERTY

Obsolete, surplus, worn-out, or unusable school property shall be traded in or exchanged in the acquisition of other property whenever feasible. Otherwise, such property shall be sold at competitive bidding or at public auction, unless, some other disposition of real property or of personal property has been designated by the board. All such sales or other dispositions shall be recorded and reported to the board.

# SC-6

#### FOOD SERVICES

Food services shall participate in the National School Lunch Program on a basis as nearly self-supporting as feasible, while maintaining charges per pupil at the most reasonable rates possible.

The Guthrie Public Schools Foods Service Department cooperates with the National School Lunch Program. Children from families whose income is at or below the levels set by law are eligible for free or reduced-price meals.

Application forms are available at the principal's office in each school. The information provided on the application is confidential and will be used only for the purpose of determining eligibility. Applications may be submitted at any time during the year.

In certain cases foster children are also eligible for these benefits. If a family has foster children living with them and wishes to apply for such meals for them, they should contact the school.

In operation of child feeding programs, no child will be discriminated against because of race, sex, color, or national origin.

#### SC-7

# MAINTENANCE AND OPERATION OF THE PLANT

The operation and maintenance of the school plant and physical facilities shall be carried out in an efficient and economical manner. The main goal shall be to keep facilities, buildings, and equipment attractive and in good repair.

#### **Hazard Communication Standard**

The school district shall be in compliance with OSHA hazard Communication Standard "Right-to-Know Laws", and regulations regarding the use and storage of chemicals in the workplaces and classrooms. (Occupational Safety and Health Act, 1985 (OSHA) Hazard Communications Law, 1986)

## **SC-8**

#### **INSURANCE**

The school district shall carry the most economical adequate insurance available on buildings against loss from fire, wind, and other perils. The insurance program and its cost shall be continually studied by the administration and periodically reviewed by the board. Insurance programs shall include the following:

- A. The school district shall carry Worker's Compensation Insurance
- B. The school district shall make available the opportunity to participate in a group health insurance policy.
- C. The school district shall furnish a limited loss of time insurance policy.
- D. Student accident insurance may be made available to all students.
- E. As a political subdivision of the state of Oklahoma, the district shall be liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment of duties subject to the limitations specified in State Law. The school district shall carry liability insurance on all employees. Employees involved in on-the-job activities, which could result in legal proceedings, should inform their supervisor as soon as possible. It should be noted that this liability insurance is not valid in cases of criminal negligence.

# HAZARDOUS MATERIALS COMMUNICATION

Guthrie Public Schools will comply with federal, state and local regulations pertaining to the use and storage of hazardous materials within the school district, including the workers' right-to-know. In an effort to maintain such regulations, Guthrie Public Schools will utilize the following procedures:

- A. Maintain and make available to its employees such chemical hazard information as required
- B. Maintain and make available to its employees such accident and safety reports as required
- C. Report any health or safety information pertaining to hazardous materials as required to the appropriate governing agency upon request
- D. Work with the local fire authority to identify hazards and placard as required
- E. Maintain proper labeling and storage of containers of hazardous materials
- F. Provide all necessary personal protective equipment for employee safety when dealing with hazardous materials
- G. Conduct such training as needed to familiarize each employee with hazards of that employee's position
- H. Provide such training at least annually and as needed for specific situations

# **NOTICE**

#### ASBESTOS MANAGEMENT PLAN

A copy of the Asbestos Management Plan for Guthrie Public Schools may be viewed in each site Principal's office. A master copy is available for public inspection at the Guthrie Public Schools' Maintenance Department located at 200 Crooks Drive, Building #4.

#### **SC-10**

#### SMOKE FREE ENVIRONMENT

Smoking, chewing or any other use of tobacco by staff, students, and members of the public is prohibited on, in or upon any school property. It is the intent of this policy to prohibit tobacco use of any kind by anyone on school property 24 hours per day, seven days per week, 365 days per year. This policy applies to all school sponsored events held on or off campus even during non-school hours and days. This policy applies to all public school functions and any outside agency using the District's facilities, including stadium, and sports complex.

#### **SC-11**

#### **MAINTENANCE**

Guthrie Public School District I-1 employs a maintenance staff that functions under the Director of Maintenance. Minor equipment and facility repairs are the chief duties of the maintenance staff. All repair and/or work requests shall be submitted on a work order form signed by the building administrator to the Office of the Director of Maintenance. In case of an emergency, report the event by telephone to the Office of the Director of Maintenance. For emergencies, a work order will be completed at the director's office. All work orders will be forwarded to the appropriate maintenance person. No private repair firms should be called without the approval of the director of maintenance.

Major facility alterations and additions are generally scheduled for summer or during extended non-school periods.

#### **SC-12**

#### **USE OF SCHOOL VEHICLE**

Only district vehicles, which are currently under warranty, will be allowed to be taken on out-of-state trips. The Vo-Ag truck and the newer buses are the only district vehicles that would be allowed to take out-of-state trips under such a policy.

#### COORDINATION OF TRANSPORTATION SERVICES

Information regarding bus routes, bus schedules, and bus assignments or any changes will be prepared in writing by the Transportation Office, and copies will be provided to principals of all schools. The Transportation Director must approve schedules and changes. In the event a bus or buses may be late arriving at a school, the Transportation Office will notify the school affected. The Principal should report unusual delays at a school to the Transportation Office. Principals should notify the Transportation Office if a bus continually arrives at school too early or too late or if potential transportation difficulties are detected at a campus as the result of driver action.

#### **SC-14**

#### ACCIDENTS AND ACCIDENT REPORTING

The following steps should be taken for all accidents:

- A. The bus driver should stop and render aid. The Transportation Office should be called or contacted via the radio immediately. The dispatcher will notify the police.
- B. The bus should not be moved unless the driver is instructed to do so by the police or the Transportation Director.
- C. The bus driver should inquire about personal injury. No student should be let off the bus unless there is a threat of fire. If there are injuries, the driver should make a list of those injured and submit the list along with an Accident Report to the Transportation Office. The Transportation Office should notify the principal of the school where those students attend.
- D. The driver should exchange complete information with the other driver involved.

## **SC-15**

#### **OUT-OF-STATE TRAVEL**

Oklahoma school buses may not be used for transporting students out-of-state without permission from the State Department of Education. Principals needing this transportation should make a written request, listing reason(s) for this request, to the Administrative Assistant in charge of pupil transportation for the Guthrie Public Schools. This request must be made at least three (3) weeks prior to the activity. The Administrative Assistant, after reviewing the request, may ask that the State Department approve the use of school buses for the activity.

#### **SC-16**

#### **BUS DRIVERS**

All drivers for the school system must be at least 18 years of age, have a current Chauffeur or Commercial Chauffeur's license, and must be certified by the State Department of Education. Drivers are required to carry their certification card with them when they are driving a bus. New drivers hired after the initial School for Certification is given shall make arrangements to attend a school as soon as one is given in the area. Failure to do so will result in termination. All drivers are required to maintain an acceptable driving record of no more than two (2) moving traffic violations in the last three (3) years, provided no more than one (1) violation occurred in the last two (2) years. Each year a driver must secure and have on file a Motor Vehicle Report in the Transportation Office. A driver can have no DUI or drug-related traffic violations or reckless or careless driving offenses on a Motor Vehicle Report and drive a school bus for the Guthrie Public Schools.

#### **SC-17**

#### COMMERCIAL DRIVER'S LICENSE REIMBURSEMENT

The Guthrie School District will reimburse an employee for his/her initial cost to acquire a Commercial Driver's License (CDL), provided the employee uses a school vehicle in his/her employment. This reimbursement will occur after the third month of employment, upon receipt of the appropriate form submitted by the employee. An employee who has been reimbursed for the cost of the CDL by the district will have that amount charged against his/her last paycheck with the district, if he/she leaves the district before the end of the school year.

# SC-18 FAIR LABOR STANDARDS ACT

#### **REVISED 10-11-2004**

#### GUTHRIE SCHOOL DISTRICT POLICY FOR CLASSIFICATION OF EMPLOYEES

#### AND RIGHTS AND RESPONSIBILITIES INVOLVING NONEXEMPT EMPLOYEES

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

#### District's Overtime Obligations

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

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

#### I. <u>Employee Classification for Purposes of FLSA</u>

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

#### II. Non-Covered Employees

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

#### III. <u>Exempt Employees</u>

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

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

#### IV. Nonexempt Employees

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

#### V. <u>Examples of Employee Classifications</u>

Nonexempt employees include:

- Bus drivers
- Cafeteria workers
- Dietitians
- Custodial workers
- Day-care workers
- Keypunch operators for school records
- Hall or lunchroom monitors
- Secretarial or clerical support
- Security personnel
- Maintenance workers

#### Exempt executives include:

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

#### Exempt professionals include:

- Guidance counselors
- Certified public accountants in budget office
- Non-RN school nurse
- School attorneys
- School psychologists
- School registered nurse
- School librarian
- Teachers

#### Noncovered positions include:

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

#### VI. <u>Authorization Required for Overtime</u>

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

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

#### VII. Use of Time Clocks or Other Time Records

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

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

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

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

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

#### VIII. Notice of Policy to Employees

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

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

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

# GUTHRIE SCHOOL DISTRICT POLICY REGARDING MULTIPLE EMPLOYMENT ASSIGNMENTS

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

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

#### I. <u>Exemption from Overtime</u>

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

#### II. Multiple Position Employment Prohibition of Exempt Employees

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

#### III. Employment Contract Supplements

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

#### IV. <u>Multiple Position Employment of Non-Exempt Employees</u>

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

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

#### V. Overtime Rates of Pay

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

#### VI. Benefit Entitlements According to Primary Position

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

#### GUTHRIE SCHOOL DISTRICT COMPENSATORY TIME FOR OVERTIME POLICY

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, Guthrie School District will provide, within reasonable limits, compensatory time off. The calculation used to determine the amount of compensatory time available to a nonexempt employee is one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time received by an eligible employee extinguishes the employee's entitlement to monetary overtime compensation. Compensatory time off is subject to all of the conditions provided in this policy and the District's other policies concerning FLSA. The District's administration shall, at all times, retain the authority to make the decision to permit an employee to accumulate and use compensatory time or to pay the employee for overtime worked; however, the standard of time and one-half for overtime hours worked shall apply in either instance. The District's policy and applicable procedures concerning compensatory time are more fully detailed below.

#### I. 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.

#### II. <u>Calculation of Compensatory Time</u>

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 worried. 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.

#### III. 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 requires that comp time earned during one pay period must be used during that period or during the next pay period.

#### IV. Maximum Accrual of Time

Employees may accrue up to 120 hours of comp time. (Because comp time is accumulated at time and one-half, this is 80 hours of actual overtime work.) Employees who work in a public safety activity, emergency response activity or seasonal activity may accumulate up to 240 hours of comp time.

#### V. 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.

#### VI. Volunteer Work

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

#### VII. 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.

#### VIII. <u>Notice of Policy to Nonexempt Employees</u>

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

#### GUTHRIE SCHOOL DISTRICT COMPENSATORY TIME OFF AGREEMENT

In accordance with the Fair Labor Standards Act, the Guthrie School District has a policy of granting employees compensatory time off in lieu of compensation for hours worked in excess of 40 hours a week, or, in the District's discretion, providing the employee monetary overtime compensation. A copy of this policy has been provided to me. I understand that the compensatory time will be granted at time and one-half for all hours worked in excess of 40 hours per week. I further understand that the compensatory time may be limited, preserved, used or cashed out consistent with the provisions of that policy and applicable law and regulations of the U.S. Department of Labor.

I knowingly agree to this provision of time off as compensation for overtime work as a condition of my employment and consent to the use of compensatory time in accordance with the District's policy. I further understand that in the event any portion of the policy is interpreted to conflict with the FLSA or its regulations, that the conflicting portion shall be struck and the remainder of the policy shall continue in full force and effect.

Employee Signature
Date
Supervisor Signature
Date

# GUTHRIE PUBLIC SCHOOLS PERFORMANCE EVALUATION FOR SUPPORT EMPLOYEES

EmployeeSocia		ocial Security Number	
Building/Department		_ Job Title	
Annual Evaluation	90 Day Evaluation	Special Evaluation _	

The Support Personnel Performance E valuation Program is designed to improve the quality of work in all areas of the support staff by improving the individual on-the-job performance of each employee. It is a cooperative effort between the supervisor and the employee to identify strengths and weaknesses and to prescribe steps for improvement whenever necessary.

CIRCLE THE PROPER RATING FOR EACH PERFORMANCE CRITERION OBSERVED.

#### Definition of Evaluation Code

- PC- Professionally Competent: Performance is satisfactory
- NI- Needs Improvement: Performance is not as effective as desired
- U Unsatisfactory: Performance is unacceptable
- NA- Not applicable for this employee

#### PERFORMANCE EVALUATION FACTORS

# PERSONAL CHARACTERISTICS PERFORMANCE ASSESSMENT PC NI U

	PC	NI	U	
Maintains acceptable attendance record, excluding earned vacation and other leave benefits to which employee is entitled.	PC	NI	U	
Arrives on time and maintains reasonably uniform signing or clocking in on time.	PC	NI	U	
Maintains a positive outlook, which enhances employee's morale.	PC	NI	U	
Uses tact in dealing with the public as well as with other employees.	PC	NI	U	
Accepts constructive criticism and suggestions for improvement without resentment.	PC	NI	U	
Demonstrates genuine interest in and satisfaction with job assignment.	PC	NI	U	
Observes employee dress code, is neat and well groomed in keeping with job assignment	PC	NI	U	

# PERFORMANCE EVALUATION FACTORS

## PERFORMANCE ASSESSMENT

WORK PERFORMANCE	DC.	NI	T.I		
	PC	NI	U		
Understands all phases of the job	PC	NI	U		
Seeks assistance and/or clarification as needed without hesitation	PC	NI	U		
Produces neat, accurate work product which meets acceptable Standards	PC	NI	U		
Plans and organizes work in acceptable manner for maximum Efficiency	PC	NI	U		
Works well independently without inordinate amount of direct supervision required	PC	NI	U		
PROFESSIONAL DEVELOPMENT	PC	NI	U	NA	
Strives to improve in skills required for present job assignment	PC	NI	U	NA	
Makes decisions and forms opinions based on sound judgment	PC	NI	U	NA	
Uses authority objectively and wisely without favoritism	PC	NI	U	NA	
Indicates desire to advance in responsibility and reveals leadership Potential	PC	NI	U	NA	
IF NEEDS IMPROVEMENT or UNSATISFACTORY is checked for any at the employee, identifying specific steps to be taken to improve performance should include setting of a specific date at which time a Special Evaluation PLAN FOR IMPROVEMENT should be developed for each area needing it the plan at its inception and should initial and date the plan at the time of the	to a level will be com mproveme	of compe nducted to ent. Both t	tency. Tl check pr the emplo	HE PLAN FOR IMPROVEMENT ogress or completion of the plan yee and the supervisor should s	NT n. A
Supervisor's Comments:				-	
Signatures affixed here do not indicate necessarily concurrence with the evathe contents and recommendations.	luation, b	ut that the	employee	and the supervisor have discus	ssed
Employee's Comments:				_	
EMPLOYEE'S SIGNATURE	DAT	TE		-	
SUPERVISOR'S SIGNATURE	DA	ТЕ		-	
<b>Building Site</b>					



# **GUTHRIE PUBLIC SCHOOLS**

# ADMINISTRATOR'S HANDBOOK TERMS AND CONDITIONS OF EMPLOYMENT

PUBLISHED <del>08/16/2019-8/18/2020</del>

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GUTHRIE PUBLIC SCHOOLS Administrator Handbook Terms and Conditions of Employment

#### **PURPOSE**

The Guthrie School District Administrator Handbook is furnished to each Administrator for the purpose of informing him/her of the basic terms and conditions of employment with respect to an administrative position.

The Handbook addresses and explains many practices administered by the School District that will assist the administrator in better understanding basic employment matters such as workdays, leave (including sick and vacation) as well as other benefits. You will, undoubtedly, have questions that either need additional interpretation or are not addressed. In these situations, we encourage you to immediately discuss them with your supervisor to insure a clear understanding and resolution of your issue.

The Superintendent and Board of Education continually review Board policies. As a result of this review process, the Handbook's contents and its interpretation can and will be modified when such modification is deemed necessary.

The Handbook is for information purposes only. Neither it nor any other communication may displace applicable law, Board policy or the terms of the Administrator's contract with Guthrie Public Schools.

#### I. Definition

For purposes of these policies and terms of employment, the term administrator shall mean all personnel in the District who are employed on an administrative contract with the Guthrie Public School District. All policies and procedures herein apply to the Superintendent, Assistant Superintendents, Principals, Assistant Principals and Directors unless an item is limited to a specific employee position or items are specifically modified in an administrator's contract between the employee and the Board of Education.

# II. Salary Schedule

The Salary Schedule for all administrators will be approved by the Board of Education, upon recommendation of the Superintendent.

# Administrative Stipend Scale 20<del>19</del>20-20<del>20</del>21

# (Base Salary = Years of Service on Teacher Salary Scale)

Position	Administrative Incentive Above Teacher Salary Scale	Longevity Incentive
<b>BUILDING LEVEL</b>		
ADMINISTRATIVE SCAL	E	
Ass't Elementary Principal	\$11,500.00	+ \$150 per year for
Elementary Principal	\$18,000.00	each year of "building"
Ass't JH Principal	\$13,000.00	level administrative
JH Principal	\$23,000.00	experience
Ass't HS Principal	\$20,000.00	(maximum of 3 <del>0</del> 1 years)
HS Principal	\$30,000.00	
DISTRICT LEVEL		
ADMINISTRATIVE SCAL	E	
Assistant Superintendent	\$42,000.00	+ \$250 per year for
Executive Director	\$37,000.00	each year of "district" level
Chief Financial Officer**	\$34,500.00	administrative
Athletic Director	\$20,000.00	experience
Director of Operations *	\$17,750.00	(maximum of 3 <del>0</del> 1 years)
Director of Technology	\$17,750.00	
Director of Special Education	\$15,250.00	
Director of Alternative Education	\$5,000.00	

^{*}Base salary will be the years of service on the Bachelor's Salary Scale

^{**} Base salary will be the years of service on the Master's Salary Scale

#### III. Annual Reemployment

The Board of Education will approve all administrators for a one year contract, with the exception of the Superintendent. By law, a Board may enter into a contract with the Superintendent not to exceed three years. All other administrators will be considered for reemployment by the Board of Education in February of each year. The Board, at its discretion, may alter the date for consideration of an administrator's contract as long as consideration of the contract occurs before the first Monday in June of each school year.

# IV. <u>Dismissal or Non-reemployment of an Administrator</u>

Whenever the Board of Education or the Administrator of a school District shall determine that the dismissal or nonreemployment of a full-time certified administrator from his/her administrative position with the school district should be effected, the administrator shall be entitled to due process pursuant to Okla. Stat. Tit. 70 6-101- the law applicable to termination of employment of certified administrators.

The procedures and grounds for dismissal or non-reemployment of a non-certified administrator will be the same as for all non-certified employees.

# V. <u>VACATION</u>

All personnel assigned to twelve-month positions will accrue vacation time and be entitled to take vacation leave when approved by their immediate supervisor.

#### A. Rate of Accrual

Twelve-month personnel shall accrue a maximum of 12 days of vacation per fiscal year or 1 day per month.

#### B. Special Accrual

Current employees, who have previously worked less than 12-month contracts and are changed to 12-month positions, will accrue, one vacation day on the last day of each month remaining in the fiscal year.

When a 12-month employee transfers to a less-than 12-month position, the employee will be paid for all unused vacation days.

#### C. New Employees

Personnel who are employed later than the first month of the fiscal year will accrue, one vacation day on the last day of each month remaining in the fiscal year.

#### D. Month of Accrual

Personnel must have reported to work prior to the tenth ( $10^{th}$ ) of the month or have worked through the tenth ( $10^{th}$ ) of the month to receive credit toward vacation for that month.

With regard to computation of earned vacation time, absences of an employee on sick leave or vacation are considered as time served.

Vacation days will not be accrued after the expiration of sick leave or for absences not covered by sick leave or vacation time.

#### E. Accumulation

Twelve month employees, who accumulate vacation days as a part of their employment contract, may accumulate up to a maximum of thirty-five (35) vacation days. An administrator that has in excess of thirty-five (35) vacation days at the end of any month will lose the accrual for that month with no compensation for the day lost.

F. Payment of Unused Vacation Upon Termination of Employment
Upon retirement or termination of employment, personnel having unused
vacation leave will be reimbursed at a daily rate equal to a regular day of pay.

# VI. <u>Life Insurance</u>

Certified and Non-Certified Administrators will receive the same life insurance benefits as all other full-time employees.

#### VII. Health & Dental Insurance

Certified Administrators will receive the same health and dental benefits as all other full-time certified employees.

Non-Certified Administrators will receive the same health and dental benefits as all other full-time support employees.

#### VIII. Workers Compensation Insurance

Administrators who are injured by accident arising out of and in the course of his/her employment, regardless of where such injury occurred, shall be entitled to apply for benefits through workers compensation insurance as provided by the Board of Education.

## IX. Sick Leave

A. Administrators shall be vested one day of sick leave for each month of contract. Days vested for administrators will be by length of contract:

```
Twelve (12) month administrators = Twelve (12) days
Eleven (11) month administrators = Eleven (11) days
Ten (10) month administrators = Ten (10) days
```

Should an administrator have to be absent from work due to sick leave, he/she must notify their immediate supervisor as soon as possible prior to being absent. Sick leave shall be accumulative to a maximum of one hundred twenty (120) days.

- B. If, after exhausting all sick leave, additional days are required, the administrator shall receive full contract salary less the amount normally paid a certified substitute for an additional period of twenty (20) days. The salary deduction is made regardless of whether the District retains a substitute for the position. In order to receive the additional twenty (20) days, the administrator must present a doctor's statement to the effect that he/she is medically unable to return to work. If additional days are needed following the twenty (20) days, the administrator may apply to the appropriate sick leave bank, assuming the administrator is a contributing member.
- C. Upon termination of employment, administrators may choose to transfer the accumulated sick leave between school Districts. The administrator is responsible for obtaining documentation of sick leave to be transferred to the next school District.
- D. Upon retirement through Oklahoma Teacher Retirement System, or resignation after ten years of service to Guthrie Public Schools, administrators shall be paid for all unused sick leave days earned while employed with the district, up to a maximum of one hundred twenty (120) days at the rate of \$50 per day. Sick leave days purchased may, also, be used towards additional experience with the Oklahoma Teachers Retirement System. Those days purchased by Guthrie Public Schools may not be transferred to another school district.

## X. Sick Leave Bank

Administrators may participate in the certified or support employee's sick leave bank as applicable. Policies and provisions of use of the sick leave banks can be found in the Policies and Procedures Manual for Guthrie Public Schools.

#### XI. Personal Leave

- A. Administrators shall be granted three (3) days of personal leave with pay each year to conduct personal business that must be conducted during a day under which the administrator is obligated by contract to be at work.
  - Except in emergency situations, administrators who must be absent for reasons of personal leave shall provide the Superintendent with at least forty- eight (48) hours advance notice. In emergencies, the administrator will notify the Superintendent prior to the beginning of the school day and on return to work will complete the necessary documentation.
  - 2. Unused personal leave days shall accumulate as sick leave for the following year. However, administrators who have one hundred ten (110) unused sick leave days accumulated at the close of the school year, may make a written request to receive \$50.00 per day for each unused personal leave day, maximum of three (3) days. Eligible administrators must request payment in writing to the payroll office by June 1 each year to receive reimbursement.

#### XII. Family and Medical Leave

Family and medical leave shall be available to the administrator in accordance with the District's policy governing family and medical leave.

#### XIII. Bereavement Leave

A. Non-cumulative bereavement leave of up to five (5) days per occurrence shall be granted to an Administrator in the event of a death in the immediate family. Immediate family shall include the following:

Spouse, parents, step-parent, child, step-child, foster child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, siblings, mother-in-law, father-in-law, grandparents, grandchildren, aunt or uncle, and aunt or uncle-in-law.

B. For deaths outside of the immediate family, administrators may apply to the Superintendent who is authorized to grant leave chargeable to sick leave, bereavement leave or personal leave by paying the cost of a certified substitute whether or not one is hired.

## XIV. Jury Duty or Subpoena Leave

Administrators who are required to serve on jury duty or to appear in court in response to an official subpoena will receive full salary during the period of service. Administrators who must serve in this capacity shall pay over to the District any compensation received for said services.

# XV. Leave-of-Absence Without Pay

- A. Administrators may request extended leave-of-absence for not more than one (1) year without pay under any of the circumstances in this section. All requests for such extended leave-of-absence without pay shall be made in writing. All responses to the request shall be in writing. Such application shall be reviewed by the Superintendent before recommending action by the Board of Education. Whether, and under what circumstances, to grant a leave without pay is reserved entirely to the discretion of the Board of Education.
- B. Administrators will be eligible to request a leave-of-absence after two (2) years of continuous administrative service to the District.
- C. Replacement for an administrator granted a leave-of-absence will be on an interim, temporary employment contract. During such interim employment, the administrator employed may apply for positional openings within the District.
- D. Leave-of-absence without pay may be requested for the following reasons:
  - If an administrator is unable to work due to personal illness or disability and has exhausted all sick leave available, a medical leave request must be accompanied by a doctor's certificate stating the administrator cannot perform his/her duties.
    - The administrator may return to duty only upon presentation of appropriate medical evidence stating he/she is able to resume regular work and upon the recommendation of the Superintendent.
  - 2. To care for a sick member of the administrator's immediate family.

- 3. To adopt a child. An administrator adopting a child shall be entitled to, upon request, a leave to commence at any time during the first year continuous with adoption after receiving de facto custody of the child, or prior to receiving custody, if necessary to fulfill the requirements for adoption.
- 4. Military leave-of-absence may be granted by the Board of Education to an administrator in accordance with existing state and federal statutes.
- 5. Pursuit of advanced degree. An administrator may be granted a leave-of-absence to pursue an advanced degree. An administrator must be able to prove to the Board of Education the advanced degree will benefit the school District. Upon application, the administrator must be no further than one year away from completion of the advanced degree.
- 6. The administrator's use of a leave-of-absence, or any part of it, for a purpose, which qualifies for family and medical leave under the Family and Medical Leave Act, shall fulfill the District's obligations under the Act.

An administrator on leave-of-absence shall be responsible for health and other insurance premiums, if any, except for that part of the leave which qualifies as family and medical leave.

#### XVI. Promotion and Transfer

- A. All vacant administrative positions shall be posted for a minimum of three (3) days. A letter of application will be required to demonstrate an interest in the vacancy.
- B. Administrators may request a transfer within the District by filing a letter of intent with the Superintendent.
- C. The Superintendent may involuntarily transfer administrative staff within the District as he/she deems in the best interest of the school district.

# XVII. <u>Professional Growth</u>

- A. Professional growth is encouraged for all administrators. Requests to attend conferences and/or seminars, in state, must be submitted in writing to the Superintendent at least two (2) weeks prior to attendance. Any trips outside the state must be approved by the Board of Education. All requests for attendance out of state must be submitted to the Superintendent one week prior to the posting of the Board agenda.
- B. All reimbursements for expenses to attend conferences and/or seminars will be approved by the Board at the next regularly scheduled meeting following submitting actual documentation of expenses.

# XVIII. Evaluation

Each administrator will receive a formal evaluation conference with the Superintendent or the Superintendent's designee prior to a recommendation for renewal or non-renewal of contract for the next school year. The evaluation will be on a Board approved evaluation instrument and will become a part of the administrator's personnel file. Following the evaluation by the Superintendent, the administrator will have ten (10) days to write a response which will be attached and made a part of the evaluation. Administrator evaluations will be viewed by the Board of Education in consideration of any recommendations by the Superintendent pursuant to renewal or non-renewal of administrator's contract for the next school year.

# 2020-2021 Extra Duty Assignments

Fogarty Web Page Coordinator

<u>Central</u>		
Bus Loading 1st Semester	Barbara Christianson	\$500.00
Bus Loading 1st Semester	Greg Friese	\$500.00
Bus Loading 1st Semester	Katilyn Hammerle	\$500.00
Bus Loading 2nd Semester	Barbara Christianson	\$500.00
Bus Loading 2nd Semester	Greg Friese	\$500.00
Bus Loading 2nd Semester	Katilyn Hammerle	\$500.00
Elementary Counselor	Megan Campbell	\$600.00
Honor Choir	Elizabeth Lerner	\$250.00
Central Web Page Coordinator	Lesley Cotton	\$300.00
Charter Oak		
Bus Loading 1st Semester	Joyce Powell	\$500.00
Bus Loading 1st Semester	Lisa Good	\$500.00
Bus Loading 1st Semester	Suzanne Ratliff	\$500.00
Bus Loading 2nd Semester	Joyce Powell	\$500.00
Bus Loading 2nd Semester	Lisa Good	\$500.00
Bus Loading 2nd Semester	Suzanne Ratliff	\$500.00
Honor Choir	Elizabeth Lerner	\$250.00
Charter Oak Web Page Coordinator	Casey Anderson	\$300.00
Cotteral		
Bus Loading 1st Semester	Christine Durham	\$500.00
Bus Loading 1st Semester	Tonya Stansbury	\$500.00
Bus Loading 1st Semester	Cara Henson	\$500.00
Bus Loading 1st Semester	Laura Beeby	\$500.00
Bus Loading 1st Semester	Carmen Brown	\$500.00
Bus Loading 2nd Semester	Christine Durham	\$500.00
Bus Loading 2nd Semester	Tonya Stansbury	\$500.00
Bus Loading 2nd Semester	Cara Henson	\$500.00
Bus Loading 2nd Semester	Laura Beeby	\$500.00
Bus Loading 2nd Semester	Carmen Brown	\$500.00
Elementary Counselor	Dana Black	\$600.00
Cotteral Web Page Coordinator	Kat Jenson	\$300.00
<u>Fogarty</u>		
Bus Loading 1st Semester	Deanna Davenport	\$500.00
Bus Loading 1st Semester	Shay Hughes	\$500.00
Bus Loading 1st Semester	Elizabeth Mann	\$500.00
Bus Loading 2nd Semester	Deanna Davenport	\$500.00
Bus Loading 2nd Semester	Shay Hughes	\$500.00
Bus Loading 2nd Semester	Elizabeth Mann	\$500.00
Honor Choir	Kerry Johns	\$300.00
Faranti Mala Bara Casudinatan	Lavina Dalakii	¢200.00

Laura Beeby

\$300.00

GU	ES
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Bus Loading 1st Semester	Samantha Morgan	\$500.00
Bus Loading 1st Semester	Kendra McNew	\$500.00
Bus Loading 1st Semester	Corbin Crockett	\$500.00
Bus Loading 2nd Semester	Samantha Morgan	\$500.00
Bus Loading 2nd Semester	Kendra McNew	\$500.00
Bus Loading 1st Semester	Corbin Crockett	\$500.00
Elementary Counselor	Belinda Stone	\$600.00
Honor Choir	Blake Watson	\$600.00
Intern Assistant Principal	Emily Carpenter	\$5,000.00
GUES Web Page Coordinator	Shana Fields	\$300.00
Bus Loading 1st Semester	Corbin Crockett	\$500.00

# **Junior High**

Juliloi nigii		
Bus Loading 1st Semester	Ginger Day	\$500.00
Bus Loading 1st Semester	Ginger Day	\$500.00
Academic Team	Tiffany Simmons	\$375.00
Art Stars	Jay Howard	\$300.00
Band Music Assistant	Parker Snell	\$4,500.00
Builder's Club	Casey Wilson	\$150.00
Builder's Club	Susan Whitehead	\$150.00
Detention (PM)	Ron Gillett	\$450.00
Drama	Aubrey Ross	\$600.00
Honor Society	Ron Gillett	\$300.00
Honor Society	Sharolyn LeGrande	\$300.00
Journalism	Sharolyn LeGrande	\$1,000.00
Math Counts	Ali Dablemont	\$300.00
Math Counts	Sharolyn LeGrande	\$300.00
Newspaper	Samantha Wood	\$300.00
Student Council	Lauren Owen	\$650.00
Student Council	Amanda Moore	\$650.00
Team Leader 7th Gr.	Bryan Dearing	\$500.00
Team Leader 7th Gr.	Krsten Hooper	\$500.00
Team Leader 7th Gr.	Tina Ogle	\$500.00
Team Leader 8th Gr.	Shurlyn Maltz	\$500.00
Team Leaver Elective	Terry Darcy	\$500.00
Vocal Music	Aubrey Ross	\$1,750.00
Vocational FCS	Lauren Owen	\$2,200.00
Vocational JH Teacher	Terry Darcy	\$2,200.00
Vocational JH Teacher	Scott Peterman	\$2,200.00
JH Web Page Coordinator	Sharolyn LeGrande	\$500.00
Yearbook Photographer	Sharolyn LeGrande	\$200.00

	-
<b>High Scho</b>	ol

High School		
Academic Team Coach	Daylon Edwards	\$1,500.00
Add'l. Days - VoAg	Savahanna Rennick	\$7,387.80
Add'l. Days - VoAg	Clay Drake	\$8,828.36
Add'l. Days - VoAg	Krystina Powell	\$7,306.26
Add'l. Days - HS Counselor	Annie Chadd	\$5,741.80
Add'l. Days - HS Counselor	Kristi Blakemore	\$4,577.80
Add'l. Days - HS Counselor	Susan Whitehead	\$4,340.40
AP Coordinator	Annie Chadd	\$500.00
AP Coordinator	Kristi Blakemore	\$500.00
Art	Lindsey Baker	\$2,000.00
Band Director	Rob Blackburn	\$7,000.00
Band Marching Asst.	Bill Perring	\$2,300.00
Competitive Drama	Shelley Berryman	\$2,500.00
Counselor	Annie Chadd	\$600.00
Counselor	Kristi Blakemore	\$600.00
Counselor	Susan Whitehead	\$600.00
Dept. Chair - Business	Justin Stevens	\$700.00
Dept. Chair - Fine Arts	Bill Perring	\$700.00
Dept. Chair - Language Arts	Jeff Jordan	\$700.00
Dept. Chair - Math	Monetta Fields	\$700.00
Dept. Chair - Science	Michelle Redus	\$700.00
Dept. Chair - Social Studies	Casey Porter	\$700.00
Dept. Chair - Spec. Ed.	Patsy Kinzie	\$700.00
Detention (AM)	Tyler Young	\$450.00
Detention (PM)	Kyri Hester	\$450.00
Drama	Shelley Berryman	\$500.00
English Club	Lauren Nelson	\$500.00
Foreign Language Club	Gloria Salas	\$300.00
Foreign Language Club	Kristen Toffoli	\$300.00
Freshman Class Sponsor	Tonnie Burnett	\$200.00
Heritage Club	Joyce Allen	\$300.00
Honor Society	Kyri Hester	\$362.50
Angie Simonton	Journalism	\$2,500.00
Junior Class Sponsor	Lindsey Baker	\$750.00
Junior Class Sponsor	Michelle Redus	\$750.00
Key Club	Tiffany Dement	\$1,200.00
Link Crew	Tiffany Dement	\$500.00
Link Crew	Pam Johnson-Fields	\$500.00
Mu Alpha Theta	Monetta Fields	\$500.00
Online/Virtual Curriculum Coord.	Junstin Stevens	\$3,000.00
Pep Club JH	Pam Johnson-Fields	\$200.00
Science Club	Jennifer O'Neill	\$500.00
Science Club	Michelle Redus	\$500.00
Senior Class Sponsor	Bill Perring	\$750.00
Senior Class Sponsor	Angie Simonton	\$750.00
Sophomore Class Sponsor	Daylon Edwards	\$200.00

# High School con't.

Spec. Ed. Supervision 1st Sem.	Isacc Coleman	\$450.00
Spec. Ed. Supervision 2nd Sem.	Billy Wilson	\$450.00
Spec. Ed. Supervision 1st Sem.	Isacc Coleman	\$450.00
Spec. Ed. Supervision 2nd Sem.	Billy Wilson	\$450.00
Special Olympics	Laura Benham	\$300.00
Special Olympics	Patsy Kinzie	\$300.00
Student Council	Kyri Hester	\$1,500.00
Student Council	Monte Myers	\$1,500.00
Summer Band Pride	Parker Snell	\$1,500.00
Summer Band Pride	Michael Way	\$1,500.00
Summer Band Pride	Rob Blackburn	\$2,000.00
Vocal Music	Bill Perring	\$5,000.00
Vocational Ag	Clay Drake	\$2,600.00
Vocational Ag	Krystina Powell	\$2,600.00
Vocational Ag	Savahanna Rennick	\$2,600.00
Vocational FCS	Jessica Maker	\$2,200.00
HS Web Page Coordinator	Justin Stevens	\$1,500.00

# **Athletics**

Athletic Dir. Coordinator - JH	Shane Robinson	\$5,000.00
Baseball Asst. Coach - HS	Terry Bennett	\$2,000.00
Baseball Asst. Coach - HS	Hayden Seifert	\$2,000.00
Baseball Head Coach - 7th Gr.	Blake Burroughs	\$1,600.00
Baseball Head Coach - 8th Gr.	Corbin Crockett	\$1,600.00
Baseball Head Coach - 9th Gr.	Zac Clymer	\$2,000.00
Baseball Head Coach - HS	Casey Porter	\$5,100.00
Basketball Asst. Coach - Boys HS	Seth Morgan	\$2,700.00
Basketball Asst. Coach - Girls HS	Yulonda Burris	\$2,700.00
Basketball Asst. Coach - Girls HS	Lisa Reece	\$2,700.00
Basketball Head Coach - 7th Gr. Girls	Roosevelt Morgan	\$1,700.00
Basketball Head Coach - 8th Gr. Boys	Scot Vaughan	\$1,700.00
Basketball Head Coach - 9th Gr. Boys	Chris Beach	\$1,700.00
Basketball Head Coach - 9th Gr. Girls	Yulonda Burris	\$1,700.00
Basketball Head Coach - HS Boys	Sean Morgan	\$6,000.00
Basketball Head Coach - HS Girls	Malcolm Roberts	\$6,000.00
Cheerleading (Freshmen) FB, BB, WR	Pam Johnson-Fields	\$1,200.00
Cheerleading (JH) FB, BB, WR	Kristen Hooper	\$975.00
Cheerleading (Varsity) FB, BB, WR	Pam Johnson-Fields	\$1,950.00
CrossCountry Head Coach 7-9th Boys	Adam Dement	\$1,100.00
CrossCountry Head Coach 7-9th Girls	Lisa Reece	\$1,100.00
CrossCountry Head Coach HS Boys	Jake Jensen	\$2,500.00
CrossCountry Head Coach HS Girls	Clay Tarter	\$2,500.00
Football Asst. Coach 7th Gr	Brayden Stone	\$1,600.00
Football Asst. Coach 8th Gr	Roosevelt Morgan	\$1,600.00
Football Asst. Coach Gr. 9-12	Tyler Young	\$4,100.00
Football Asst. Coach 7th Gr	Chris Raney	\$1,600.00
Football Asst. Coach 8th Gr	Jason Alexander	\$1,600.00
Football Asst. Coach Gr. 9-12	Terry Bennett	\$3,600.00
Football Asst. Coach Gr. 9-12	Justin Gordon	\$3,600.00
Football Asst. Coach Gr. 9-12	Jake Hayes	\$3,600.00
Football Asst. Coach Gr. 9-12	Jason Rice	\$3,600.00
Football Asst. Coach Gr. 9-12	Chad Sanders	\$3,600.00
Football Asst. Coach Gr. 9-12	Eric Woodard	\$3,600.00
Football Defensive Coordinator	Eric Woodard	\$750.00
Football Defensive Coordinator	Tyler Young	\$750.00
Football Head Coach - 7th Gr.	Hayden Seifert	\$2,250.00
Football Head Coach - 8th Gr.	Chase Plagens	\$3,000.00
Football Head Coach - 9-12	Kelly Beeby	\$9,400.00
Football Offensive Coordinator - HS	Jason Rice	\$2,000.00
Football Special Teams Coordinator	Terry Bennett	\$750.00
Football Special Teams Coordinator	Tyler Young	\$750.00
Golf Head Coach 7-9th Gr. Boys	Ron Gillett	\$1,200.00
Golf Head Coach 7-9th Gr. Girls	Ron Gillett	\$1,200.00
	Ric Meshew	
Golf Head Coach HS Boys Golf Head Coach HS Girls	Jason Rice	\$2,700.00
JOH HEAD COACH HS GIHS	שאות תוכב	\$2,700.00

## Athletics cont'd.

Soccer Asst. Coach HS	James Johnston	\$1,500.00
Soccer Asst. Coach HS Boys	Jason Alexander	\$1,500.00
Soccer Head Coach Boys	Monte Myers	\$3,300.00
Soccer Head Coach Girls	Ted Lausen	\$3,300.00
Softball Asst. Coach HS	Kara Tarrant	\$2,300.00
Softball Asst. Coach HS	Kara Tarrant	\$2,300.00
Softball Asst. Coach JH	Scot Vaughan	\$1,100.00
Softball Head Coach HS	Booker Blakley	\$5,100.00
Softball Head Coach JH	Ron Gillett	\$1,600.00
Summer Athletic Pride	Booker Blakley	\$1,000.00
Summer Athletic Pride	Jadon Davenport	\$1,000.00
Summer Athletic Pride	Justin Gordon	\$1,000.00
Summer Athletic Pride	Jake Hayes	\$1,000.00
Summer Athletic Pride	Jay Howard	\$1,000.00
Summer Athletic Pride	Jason Rice	\$1,000.00
Summer Athletic Pride	Kara Tarrant	\$1,000.00
Summer Athletic Pride	Tyler Young	\$1,000.00
Summer Athletic Pride	Kelly Beeby	\$2,000.00
Summer Athletic Pride	Sean Morgan	\$2,000.00
Summer Athletic Pride	Malcolm Roberts	\$2,000.00
Tennis Head Coach 7-8th Gr. Girls	Macey Alexander	\$1,200.00
Tennis Head Coach HS Girls	Shelley Berryman	\$2,800.00
Track Asst. Coach HS Boys	Kelly Beeby	\$1,600.00
Track Asst. Coach HS Boys	Chad Sanders	\$1,600.00
Track Asst. Coach HS Girls	Justin Gordon	\$1,600.00
Track Head Coach - Girls	Clay Tarter	\$3,300.00
Track Head Coach 7-8th Gr. Girls	Adam Dement	\$1,600.00
Track Head Coach 9th Gr. Girls	Lisa Reece	\$1,000.00
Track Head Coach HS Boys	Jake Jensen	\$3,300.00
Weighlifting Coach HS	Chad Sanders	\$1,000.00
Weighlifting Head Coach HS	Kelly Beeby	\$1,000.00
Wrestling Asst. Coach HS	Jake Hayes	\$2,300.00
Wrestling Head Coach 7-9th	Jay Howard	\$1,700.00
Wrestling Head Coach HS	Jadon Davenport	\$6,000.00