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***NONDISCRIMINATION***

It is the policy of the district to provide equal opportunities without regard to race, color, sex, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information in its education programs, activities, and employment. This includes, but is not limited to, admissions and educational services and programs. The district also provides equal access to the Boy Scouts of America and other designated youth groups.

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

Section 504/Title II of the Americans with Disabilities Act Coordinators  
(for questions or complaints based on disability)

Director of Special Services  
Guthrie Public Schools  
802 E. Vilas  
Guthrie, OK 73044  
405-282-8900

Title VI of the Civil Rights Act Coordinators  
(for questions or complaints based on race, color and national origin)

Executive Director of Federal Programs and Elementary Education  
Guthrie Public Schools  
802 E. Vilas  
Guthrie, OK 73044  
405-282-8900

Title IX Coordinators  
(for questions or complaints based on sex)

Executive Director of Personnel and Secondary Education  
Guthrie Public Schools  
802 E. Vilas  
Guthrie, OK 73044  
405-282-8900

Age Act Coordinators  
(for questions or complaints based on age)

Executive Director of Federal Programs and Elementary Education  
Guthrie Public Schools  
802 E. Vilas  
Guthrie, OK 73044  
405-282-8900

Outside Assistance may be obtained from:

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

## ***HARASSMENT***

The school district is committed to providing all students and employees with a safe school environment in which all members of the school community are treated with respect. Harassment is unlawful discrimination and will not be tolerated. Both state and federal law specifically prohibit harassment of employees and students in connection with their employment by or enrollment in schools.

It is the policy of the district to prohibit, without qualification, unlawful harassment based on real or perceived race, color, sex, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information. Students, employees and board members of the District have a duty not to harass on the above listed grounds.

This policy sets forth the rules to be followed by all students, employees and board members of the district with regard to the issue of sexual harassment. Harassment of students or employees of either sex by employees or other students of the same or opposite sex is strictly prohibited. All students, employees and board members are strictly prohibited from engaging in any form of sexual harassment of any student, employee and applicant for employment, vendor representative, or patron of the district.

Sexual harassment is prohibited regardless of whether or not the harassment occurs inside or outside the classroom. For example, sexual harassment is prohibited during school hours, extra-curricular activities, school-sponsored events, field trips, athletic competitions, and in the cafeteria, classroom, hallways, and school buses. Harassment is prohibited in both academic and non-academic settings.

### Definitions

*“Employee”* means any person who is authorized to act on behalf of the district, whether that person is acting on a temporary or permanent basis, regardless of whether or not the person is compensated. Employee denotes all staff of the school, both full-time and part-time, and includes board members and school volunteers.

*“Student”* means any person who is enrolled in any school participating in a program of the District.

*“Sexual Harassment”* is a form of unlawful harassment which means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. Sexual harassment also includes conduct that is criminal in nature such as rape, sexual assault and stalking.

#### A. Sexual Harassment of an Employee of the School District

“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 toward another employee which:

1. is made an explicit or implicit term or condition of an employee’s employment; or
2. is used as a basis for employment decisions affecting that employee; or
3. has the purpose or effect of unreasonably interfering with an employee’s work performance, or creating an intimidating, hostile, or offensive working environment.

**B. Sexual Harassment of a Student of School District**

“Sexual harassment” is defined as unwelcome sexual advances, requests for sexual favors and other unwelcome verbal or physical conduct of a sexual nature by any person toward a student which:

1. is made a term or condition, either implicitly or explicitly, of obtaining an education; or
2. is used as a basis for decisions affecting an individual’s education; or
3. has the purpose or effect of substantially interfering with a student’s educational performance or creating an intimidating, hostile, or offensive learning environment.

In order to constitute sexual harassment, the conduct at issue must be unwelcome. Sexual conduct between an elementary age student and an adult employee will not be considered welcome. In addition, conduct between a secondary age student and an adult is presumptively unwelcome.

**Examples of Sexual and Other Harassment**

Examples of sexual harassment include, but are not limited to: unwelcome touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, pressure for sexual activity whether written, verbal or through physical gestures, display or sending of pornographic pictures or objects, obscene graffiti, and spreading rumors related to a person’s alleged sexual activities. For example, demeaning comments about a student’s ability to excel in a class historically considered a “boy’s” or a “girl’s” subject may constitute sexual harassment.

Examples of harassment because of race, national origin, religion or disability include, but are not limited to: slurs, epithets, insults, jokes or derogatory comments; verbal or physical abuse of a person; intimidation (physical, verbal or psychological); or impeding or blocking movement of a person.

This prohibition against sexual harassment does not preclude legitimate, nonsexual physical contact such as the use of necessary interventions to avoid physical harm to persons or property.

**Penalties**

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.

Any employee engaging in sexual or other harassment will be subject to disciplinary action, including but not limited to suspension, demotion, forfeiture of pay or benefits (as permitted by law) and termination.

Any student engaging in sexual or other harassment is subject to any and all disciplinary action which may be imposed under the school district’s student discipline policy.

**Reporting to School District****A. By Students**

The District encourages students who have been sexually or otherwise harassed or who know of sexual or other harassment to report the claim. Students should report any incident of sexual or other harassment to any teacher, guidance counselor, school administrator, superintendent, or board member.



**B. By Employees**

Any employee of the district who witnesses, overhears, suspects or receives a report of harassment *shall* immediately report the incident to either the superintendent or any board member of the District. If the report of the incident occurs after normal school hours, an employee should contact the superintendent or any school board member at home.

**C. The Report**

If possible, the report should be made in person or in writing, signed by the reporting party.

However, in order to encourage full, complete and immediate reporting of such prohibited activities, any person may report such incidents anonymously in writing by mailing the reports to the personal attention of either the superintendent or a board member.

All reports should state:

1. the name of the alleged harassing student, employee, board member, or other person;
2. the person(s) being harassed;
3. the nature, context and extent of the prohibited activity;
4. the dates of the prohibited activity, and;
5. any other information necessary to a full report and investigation of the matter.

**Reports to Outside Officials**

Any employee who is subjected to job related sexual harassment is entitled to protection under Title VII of the Civil Rights Act of 1964 and the Oklahoma Anti-Discrimination Act. Likewise, a concerned employee may report an allegation to both school officials and to the United States Equal Employment Opportunity Commission, or the Oklahoma Human Rights Commission.

Good faith reporting of charges of sexual or other harassment will not result in reprisals or retaliation. Reprisals and retaliation, due to a sexual harassment allegation, are prohibited.

**Administrative Responsibility and Action**

The district is committed to promptly and thoroughly investigating all reports of harassing conduct. When a report is received, the District will conduct a thorough and impartial investigation. To ensure impartiality, no person who is the subject of a complaint shall conduct the investigation.

During and after the investigation, confidentiality shall be maintained, as far as reasonably possible; provided however, nothing in this policy shall preclude public disclosure of any information of a personal or confidential nature during the course of any suspension, dismissal, non-renewal hearing or resulting litigation.

After all facts and circumstances are reviewed, the District shall take any and all disciplinary actions to prevent further harassment. Possible disciplinary or remedial actions include, but are not limited to: education, training and counseling, transfer, and/or suspension of a student, and education, training, counseling, transfer, suspension and / or termination of an employee.

Upon receipt of a formal or informal report of sexual or other harassment, the superintendent shall do the following as quickly as possible:

1. Obtain an oral or written statement from the individual who allegedly was sexually harassed. The statement should contain information necessary to conduct a full investigation of the matter. Relevant information includes, but is not limited to: the name of the alleged harassing student, employee or board member; the person(s) being harassed; the nature, context and extent of prohibited activity; the dates of the prohibited activity; and the names of any witnesses;
2. Take appropriate and reasonable steps to separate and protect the individual who is allegedly being sexually harassed from the alleged harasser, until the matter can be fully investigated and the appropriate remedial steps taken;
3. Keep the individual who is allegedly being sexual harassed reasonably apprised, to the extent allowed under federal and state privacy laws and regulations, of the investigation and the actions taken as a result of the investigation;
4. Conduct a full and complete investigation, to the extent reasonably possible, regarding the alleged sexual harassment. This investigation includes, but is not limited to: interviewing the allegedly harassed individual, interviewing any witnesses, interviewing the alleged harasser, and reviewing supporting documents;
5. Review the facts of the investigation and take into account the totality of the circumstances. Nature, extent, context and gravity of activities must be taken into account. Based on both the facts of the investigation and the surrounding circumstances, the superintendent or board member shall take or recommend the taking of appropriate measures. Appropriate measures include but are not limited to: suspension, demotion, forfeiture of pay or benefits (as permitted by law), termination, or reassignment;
6. Report the allegations to appropriate authorities, including law enforcement and the Department of Human Services.

In instances where the report is received by a school official or board member, the report shall be promptly relayed to the superintendent for investigation except in instances where the report names the superintendent as a person responsible for harassment. In any instance in which the superintendent is deemed to have a conflict with regard to the investigation of a report of harassment, the report may be conveyed to the school's legal counsel for investigation or for designation of an appropriate investigator.

**GRIEVANCE PROCEDURE FOR  
FILING, PROCESSING AND RESOLVING COMPLAINTS  
ALLEGING DISCRIMINATION, HARASSMENT AND RETALIATION**

Definitions

**Complaint:** A written complaint alleging any action, policy, procedure or practice that discriminates on the basis of race, color, sex, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information (including harassment and retaliation).

**Grievant:** Any person enrolled in or employed by the district or a parent, guardian, or member of the public who submits a complaint alleging discrimination based on race, color, sex, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information (including harassment or retaliation). For purposes of this policy, a parent or guardian's complaint or grievance shall be handled in the same manner as a student's complaint would be.

**Title VI, Title IX, 504/Title II, and Age Act Coordinator(s):** The person(s) designated to coordinate efforts to comply with and carry out responsibilities under Title VI of the Civil Rights Act, Title IX of the Education Amendments of 1972, Title II of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act and any other state and federal laws addressing equal educational opportunity. The Coordinator under Title VI, IX, Section 504/Title II and the Age Act is responsible for processing complaints and serves as moderator and recorder during hearings. The Coordinator of each statutory scheme may be the same person or different persons.

Section 504/Title II Coordinators  
(for questions or complaints based on disability)

Director of Special Services  
Guthrie Public Schools  
802 E. Vilas  
Guthrie, OK 73044  
405-282-8900

Title VI Coordinators  
(for questions or complaints based on race, color and national origin)

Executive Director of Federal Programs and Elementary Education  
Guthrie Public Schools  
802 E. Vilas  
Guthrie, OK 73044  
405-282-8900

Title IX Coordinators  
(for questions or complaints based on sex)

Executive Director of Personnel and Secondary Education  
Guthrie Public Schools  
802 E. Vilas  
Guthrie, OK 73044  
405-282-8900

Age Act Coordinators  
(for questions or complaints based on age)

Executive Director of Federal Programs and Elementary Education  
Guthrie Public Schools  
802 E. Vilas  
Guthrie, OK 73044  
405-282-8900

**Respondent:** The person alleged to be responsible for the alleged discrimination contained in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.

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

#### Pre-Filing Procedures

Prior to the filing of a written complaint, the student, parent or guardian, employee or patron is encouraged to visit with the building principal or the Coordinator, as applicable, and reasonable effort should be made by the district at this level to resolve the problem or complaint.

#### Filing, Investigation, Hearing and Review Procedures

The Grievant submits a written complaint to one of the Coordinators, as applicable, stating the basis, nature and date of the alleged discrimination, harassment or retaliation, the names of persons responsible (where known) and requested action. If the applicable Coordinator is the person alleged to have committed the discriminatory act(s), then the complaint should be submitted to the superintendent for assignment. Complaint forms are available from the offices of the district's Coordinators.

The Coordinator conducts a complete and impartial investigation within 10 days of receiving the complaint, to the extent reasonably possible, which shall include but not be limited to, interviewing the Grievant and any witnesses, review of documents and interviewing the Respondent. The Coordinator will ask the Respondent to (a) confirm or deny facts; (b) indicate acceptance or rejection of the Grievant's requested action; and (c) outline alternatives.

As to complaints of discrimination by students, parents or guardians and school employees, the Coordinator will disclose the complaint, the identity of the Grievant and information regarding the person who allegedly committed the discriminatory act only to the extent necessary to fully investigate the complaint and only when the disclosure is required or permitted by law. If a Grievant wishes to remain anonymous, the Coordinator will advise him or her that such confidentiality may limit the district's ability to fully respond to the complaint. If a Grievant asks to remain anonymous, the Coordinator will still proceed with the investigation.

Within 5 days after completing the investigation, the applicable coordinator will issue a written decision to the Grievant and Respondent.

If the Grievant or Respondent is not satisfied with the decision, he or she must notify the applicable Coordinator, in writing, within 5 days and request an appeal to the superintendent. The written appeal shall contain a specific statement explaining the basis for the appeal.

Within 5 days after receiving the appeal request, the applicable Coordinator will refer the matter to the superintendent for a hearing. If the superintendent is the person alleged to have committed the discriminatory act(s), then a different decision maker will be appointed to maintain impartiality. The Coordinator will schedule the

hearing with the Grievant, the Respondent and the superintendent. The hearing will be conducted within 10 days after the Coordinator refers the matter to the superintendent for hearing.

At the hearing, the superintendent will review the information collected through the investigation and may ask for additional oral or written evidence from the parties and any other individual he or she deems relevant. The applicable Coordinator will make arrangements to audiotape any oral evidence presented. In circumstances involving allegations of sexual harassment, the Coordinator may determine that it is appropriate and reasonable to separate the individual who is allegedly being sexually harassed from the alleged harasser in the hearing.

Within 5 days after completing the investigation the superintendent will issue a written decision to the Grievant and Respondent.

If the Grievant or Respondent is not happy with the decision, he or she must notify the superintendent, in writing, within 5 days, and request an appeal to the board of education. The written appeal shall contain a specific statement explaining the basis of the appeal.

The superintendent will notify the board of education, in writing, within 5 days after receiving the appeal. The clerk will place the appeal on a board agenda within 30 days from the date of notification to the board of education.

The board will act as an appellate body by reviewing the decisions and the oral and written evidence presented below and making a decision. At the board meeting, the board may ask for oral or written evidence from the parties and any other individual it deems relevant. The clerk will make arrangements to audiotape any oral evidence presented. Within 5 days of the meeting, the board will issue a final decision in writing to all parties involved.

#### General Provisions

Extension of time: Any time limits set by these procedures may be extended by mutual consent of the parties involved. The total number of days from the date the complaint is filed until the board of education issues a final decision shall be no more than 120 days.

Access to Regulations: Upon request, the Coordinator shall provide copies of any regulations prohibiting discrimination on the basis of race, color, sex, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information.

Confidentiality of Records: Complaint records will remain confidential, to the extent allowed by law, unless permission is given by the parties involved to release such information. All complaint records will be kept separate from any other records of the district. No complaint record shall be entered in any personnel file unless adverse employment action is taken against an employee. Complaint records shall be maintained on file for three years after complaint resolution.

Representation: The Grievant and the Respondent may have a representative assist them through the grievance process and accompany them to any hearing.

Corrective Action: After all facts and circumstances are reviewed, the district shall take any and all disciplinary actions to prevent further harassment or discrimination. Possible disciplinary or remedial actions include, but are not limited to: education, training and counseling, transfer, and/or suspension of a student, and education, training, counseling, transfer, suspension and/or termination of an employee.

Retaliation: The district prohibits retaliation, intimidation, threats, or coercion of any person for opposing discrimination or for participating in the district's discrimination complaint process or making a complaint, testifying, assisting, appealing, or participating in any other discrimination complaint proceeding or hearing. The district will take steps to prevent the alleged perpetrator or anyone else at the district from retaliating against the alleged victim or any person who acts to oppose discrimination or participates in the complaint process. These steps

include notifying students and employees that they are protected from retaliation, making sure that victims know how to report future problems and making follow-up inquiries to see if there have been any new incidents. If retaliation occurs, the district will take strong responsive action.

Basis of Decision: At each step in the grievance procedure, the decision maker will take or recommend the taking of appropriate measures based on the facts, as revealed by the investigation and hearing, taken as a whole, and the totality of the circumstances, such as the nature, extent, context and gravity of the activities or incidents.

Section 504 Due Process Procedures: For information concerning the impartial hearing and review procedures under Section 504, the Grievant should contact:

Director of Special Services  
Guthrie Public Schools  
802 E. Vilas  
Guthrie, OK 73044  
405-282-8900

Notice: The district will notify all students, parents or guardians, members of the public and employees of the name, office and telephone number of each Coordinator and this Grievance Procedure in writing via school publications and/or postings at each school site to which employees or students are assigned.

Outside Assistance: Individuals may also file complaints alleging discrimination, harassment or retaliation with the Office of Civil Rights. The OCR may be contacted at:

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

**GUTHRIE SCHOOL DISTRICT  
DISCRIMINATION GRIEVANCE COMPLAINT FORM**

Name of Charging Party (Grievant):

\_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Contact information for Grievant:

Home: \_\_\_\_\_ Office: \_\_\_\_\_

Cell: \_\_\_\_\_ Other: \_\_\_\_\_

Email: \_\_\_\_\_

Statement of grievance (please provide as detailed a statement as is possible and attach supplemental pages so that we may have a complete understanding of your concerns):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please identify any documents or other materials which support your grievance. If documents or materials are in your possession, please attach copies to this grievance. If documents are not in your possession, please indicate where they are located.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please identify what action or relief you are seeking as a result of this grievance.

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\_\_\_\_\_  
Signature of Grievant

If, as a result of a disability, you need assistance in completing this form, please contact the District's ADA Coordinator or Superintendent for assistance or accommodation. If you are filing a Title IX grievance please contact the District's Title IX Coordinator: \_\_\_\_\_.



**HANDICAP POLICIES EMPLOYMENT PRACTICES**

It is the policy of the public schools that no qualified person shall be subject to employment discrimination on the basis of a handicap. All employment decisions shall be made in such a manner that handicapped employees shall not be segregated or classified in such a way that adversely affects their employment opportunities in this school district.

1. Handicap Coordinator:

The superintendent of schools is hereby designated to be the Handicap Coordinator of the public schools. The superintendent shall have the responsibility of seeing that the handicap policies are implemented and followed.

2. Notice of Policies:

The coordinator shall take appropriate steps to notify all employees and applicants for school positions that the school district does not discriminate against the handicapped in admission to or employment in the school district. This written notice shall also state that the superintendent of schools is the handicap coordinator for the district.

3. Pre-employment Inquiries:

The district, by establishing these policies as remedial actions, may ask job applicants to what extent they are handicapped, provided that the applicant shall be told the information provided is voluntary on the applicant's part, will be kept confidential, will not result in adverse treatment if not supplied, and the information will be used solely in connection with the district's remedial compliance with federal statutes.

Pre-employment physicals shall not be required unless all applicants are subjected to medical exams and provided the examination results shall not be used to discriminate against handicapped employees. Any medical information will be treated as confidential except that:

- A. Supervisors may be informed of the work restrictions of handicapped employees;
- B. First aid and safety personnel may be informed of any condition that might require emergency treatment; and
- C. Government officials investigating the district's compliance with federal handicap laws may be provided with such information.

**A handicapped person need not be hired if the medical examination reveals:**

- A. The applicant's condition might pose threats to the safety of other employees;
- B. The handicap might be made more severe by a particular job's requirements.

4. Employment Criteria:

**The district shall not use any employment test that screens out handicapped applicants, unless:**

- A. The test or criterion used is job-related for the position which the applicant is seeking. "Job-related" means that the test accurately predicts the applicant's ability to perform the essential functions of the particular job.
- B. Alternative job-related test or criterion which do not screen out handicapped applicants are not available.

## 5. General Provisions:

**The following procedures will be followed:**

- A. There will be no discrimination against handicapped persons in the recruitment, advertising, and processing of applications.
- B. Essential and nonessential functions of a district job shall be established so that every applicant shall know what fundamental attributes are needed for a particular position.
- C. Pre-employment questions regarding the applicant's ability to perform essential functions of a job effectively and safely may be asked.
- D. No school policy or collective bargaining agreement shall award a lower rate of pay to a handicapped person than is awarded to non-handicapped persons performing the same job.
- E. Handicapped persons will be treated the same as non-handicapped employees in regard to seniority lists, job descriptions, job assignments, employee leaves, fringe benefits, and employer sponsored activities.
- F. Handicapped persons shall have the same parking facilities as those provided to other employees.
- G. Reasonable accommodations will be made to the known physical and mental limitations of otherwise qualified handicapped persons unless such accommodation would impose an undue hardship on the operation of the school district. No structural change need be made in any existing school facility if other methods can effectively accommodate the handicapped employee. The district is not required to make each school facility or every part of its facilities accessible to all handicapped employees if the school program in its entirety is accessible to handicapped employees.

## 6. Grievance procedures:

If any applicant or employee feels that discrimination has been made on the basis of a handicap, such person shall, as soon as possible, notify the coordinator about the problem. The coordinator shall, within three school days after notification of a complaint, confer with the person about the alleged discrimination. If the coordinator feels that there is discrimination, the coordinator shall take appropriate steps to correct the discriminatory conditions. The coordinator shall inform the person submitting the complaint of what actions are to be made. If the coordinator finds that no discriminatory practice exists, the coordinator shall inform the person of such findings. The person submitting the complaint may ask to be heard at the next school board meeting and the coordinator shall see that this matter is placed upon that meeting's agenda. The handicapped person shall have the opportunity to inform the board of education of the basis for the discrimination complaint. The board of education shall take whatever actions are needed to correct any handicap problem which it finds to exist.

***TEACHERS DUTIES AND RESPONSIBILITIES***

**The Guthrie Board of Education recognizes that teachers are professional persons who work within a code of ethics and professional responsibility. In the interest of consistency and uniformity, the superintendent is directed to establish rules and regulations governing the activities of teachers within the Public School System.**

**The following policy shall govern the duties and responsibilities of teachers employed by Guthrie Public Schools:**

1. Teachers shall be present in their assigned work places at least thirty minutes before school begins and shall remain after school has been dismissed for at least thirty minutes.
2. Teachers shall attend promptly all meetings called by the principal or superintendent.
3. Teachers shall devote themselves during school hours to the duties of their respective assignments and will give careful attention to instruction, discipline, manner and habits of their students.
4. Teachers shall be responsible for discipline of their respective classrooms. Students shall not be excluded from classes without good cause. The aid and counsel of the principal shall be sought on questions of discipline and special misconduct cases shall be referred to the principal.
5. Teachers shall be responsible and accountable for supplies, equipment, apparatus, and other school property within their area of instruction or supervision.
6. Teachers shall report student misconduct.
7. Teachers shall report to the principal any student whose progress or advancement warrants reclassification, and any student who, for any cause, fails to properly complete assigned classroom work. Teachers shall assign, grade, and return to the student any required make-up work for excused absences.
8. Teachers shall not be absent from their classrooms without prior notice to the principal.
9. Teachers who find that they will be late or absent because of unforeseen emergencies should notify the principal as soon as possible so that a substitute teacher may be obtained.
10. Teachers shall perform other duties as assigned by the principal.
11. It is the responsibility of the teacher to retain a current valid teaching certificate and have the original on file in the district personnel office.
12. Teachers employed after October 1 will not receive their certified daily rate of pay until the day following action by the board of education to approve employment.
13. Teachers who obtain a degree level that would move them to a higher level on the teacher salary schedule must have an official transcript and a valid teaching certificate reflecting the higher degree on file with the district personnel office by September 10 of the school year to receive credit for the higher pay scale for that school year.

**At the end of the school year, each teacher must have the following completed and ready to hand in before checking out:**

1. Completed inventory of classroom
2. Semester grade sheets completed
3. Inventory list of textbooks
4. Want list for following school year
5. All incomplete grades changed or have made provisions approved by the building principal
6. Textbooks properly stored
7. Sponsors must insure all organizational bills are paid
8. Grades recorded in cumulative folders
9. Must be cleared by principal before departure

***TEACHER ASSISTANTS and PARA-PROFESSIONALS***

**Teacher assistants will only be used to perform, or assist a classroom teacher to perform, the following duties:**

1. Hall duty
2. Bus duty
3. Playground duty
4. Lunchroom duty
5. Extracurricular activities involving school functions
6. Other non-instructional duties as the superintendent may prescribe

**The duties of teacher assistants may be further restricted or regulated by program requirements of the funding plan under which they are employed. Teacher Assistants are required to have on file, with the Personnel Directors' Office, a copy of their High School Diploma or GED completion certificate.**

***PARA-PROFESSIONALS***

The No Child Left Behind Act ("NCLB") sets qualification standards for para-professionals in the School District. Accordingly, the School District adopts this policy on the qualifications for an individual to be a para-professional in the School District.

A para-professional is an employee who provides instructional support. This includes, but is not limited to, individuals who a) provide one-on-one tutoring; b) assist with classroom management, such as organizing instructional and other materials; c) provide instructional assistance in a computer laboratory; d) conduct parental involvement activities; e) provide support in a library or media center; f) act as a translator; or g) provide instructional support services under the direct supervision of a teacher. Individuals who work exclusively in food service, cafeteria or playground supervision, personal care services, non-instructional computer assistance and other similar positions are not para-professionals pursuant to this policy.

Para-professionals must meet the following requirements:

- a) have an associate's degree or 48 college hours of credit; OR
- b) have a high school diploma or a GED AND successfully pass and have proof of such passage on file of the
  - a. "Para Pro Assessment" test, which has been approved by the district; OR
  - b. The Oklahoma General Education Test (OGET) which has been approved by the State Department of Education.

All individuals newly hired as a para-professional must meet these requirements. All existing employees employed as a para-professional must meet these requirements by January 8, 2006.

If an existing employee, employed as a para-professional, takes the Para Pro Assessment or the OGET in order to be qualified under NCLB AND passes the assessment, the individual may apply for reimbursement from the School District for the cost of the Para Pro Assessment which was actually passed by presenting the School District with appropriate documentation of this fact through its normal reimbursement procedures.

***STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers.

***TUTORING***

It is the policy of the Guthrie Board of Education that no teacher employed in the Guthrie School System shall tutor the students of another teacher in this district without the knowledge and consent of the student's teacher and principal.

Teachers shall not accept any compensation for tutoring students enrolled in a class taught by the teacher.

The school district will not pay teachers additional compensation for tutoring unless approved in advance as a program of the school district.

**TESTING EMPLOYEES (OTHER THAN BUS DRIVERS) WITH REGARD TO THE USE OF ALCOHOL AND ILLEGAL CHEMICAL SUBSTANCES**

The Board of Education, with the intent that all employees have notice and knowledge of the ramifications concerning alcohol and illegal chemical substance use, possession, purchase, sale or distribution when the employee is on duty or on school property, does hereby adopt the following Policy on Testing Employees (Other Than Bus Drivers) with Regard to the Use of Alcohol and Illegal Chemical Substances:

1. Statement of Purpose and Intent
  - A. The safety of students and employees of the School District is of paramount concern to the School Board.
  - B. Employees who are under the influence of alcohol or an illegal chemical substance when the employee is on duty or on school property pose serious safety risks to students and other employees.
  - C. The use of alcohol and illegal chemical substances has a direct and adverse effect on the safety, personal health, attendance, productivity and quality of work of all employees and the safety of all students.
  - D. Recent scientific studies demonstrate that the use of alcohol and illegal chemical substances reduces an employee's ability to perform his job beyond the time period of immediate consumption or use.
  - E. The Board recognizes that all employees have certain personal rights guaranteed by the Constitutions of the United States of America and the State of Oklahoma as well as by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, OKLA. STAT. tit. 40, §§ 551 et seq. This policy will not infringe on those rights.
  - F. As a part of this policy, the Board hereby adopts an Employee Assistance Program in which employees may be referred to third-party providers who will provide the employee, at the employee's expense, a confidential drug and alcohol dependency evaluation and referral service for substance abuse counseling, treatment or rehabilitation. The Board encourages employees who have chemical dependency problems to seek professional assistance.
  - G. Due to the devastating impact that the use of alcohol and illegal chemical substances can have on the safety of students and employees and their adverse effect on an employee's ability to perform the employee's job, the Board will not tolerate employees who use, possess, distribute, purchase, sell or are under the influence (as defined in the policy) of alcohol or illegal chemical substances when on duty or while on school property.
  - H. This policy will apply to all employees of the School District regardless of position, title or seniority except bus drivers. The testing of bus drivers for alcohol or illegal chemical substances is exclusively governed by the School District's policy on Alcohol and Drug Testing for Drivers and the federal Omnibus Transportation Act of 1991. Bus drivers whose job assignment involves duties independent of bus driving shall be subject to this policy as to all non-bus driving duties.
  - I. Violations of this policy will subject the employee to disciplinary action, including, but not limited to termination.

**2. Definitions**

- A. "Applicant" means a person who has applied for a position with an employer and received a conditional offer of employment, or an existing employee seeking transfer or reassignment to a different position, or an existing employee who is being transferred or reassigned to a different position.
- B. "Illegal chemical substance" means any substance which an individual may not sell, possess, use, distribute or purchase under either Federal or Oklahoma law. "Illegal chemical substance" includes, but is not limited to, all scheduled drugs as defined by the Oklahoma Uniform Controlled Dangerous Substances Act, all prescription drugs obtained without authorization and all prescribed drugs and over the counter drugs being used for an abusive purpose. By this policy, employees are placed on notice that the school district may test individuals for drugs and alcohol.
- C. "Alcohol" means ethyl alcohol or ethanol.
- D. "Under the influence" means any employee of the School District who has any alcohol or illegal chemical substance or the metabolites thereof present in the person's body in any amount which is considered to be "positive" for such alcohol or drug or drug metabolites using any scientifically substantiated alcohol or drug use screen test and alcohol or drug use confirm test.
- E. "Positive" when referring to an alcohol or drug use test administered under this policy means a toxicological test result which is considered to demonstrate the presence of alcohol or an illegal chemical substance or the metabolites thereof using the cutoff standards or levels determined by the State Board of Health or in the absence of such State Board cutoff levels, the cutoff levels customarily established by the testing laboratory administering the alcohol or drug use test.
- F. "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.
- G. "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids or products. Adulteration of a specimen or of a drug or alcohol test shall be considered as a refusal to test;
- H. "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the initial test. In instances when a breathalyzer test is used, a confirmation test means a second sample test that confirms the prior result. Where a single use test is utilized, a confirmation test means a second test confirmed by a testing facility.
- I. "Employee" means any person who supplies labor for remuneration to his or her employer in this state and shall not include an independent contractor, subcontractor or employees of an independent contractor; provided, however, an independent contractor, subcontractor, or employees of an independent contractor, may be subject to a workplace drug or alcohol testing policy under the terms of the contractual agreement when the drug or alcohol testing policy applies to other workers at the job site or workers who are in the same or similar classification or group;



- J. "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.
- K. "Bus driver" means:
- i. a School District employee who is required to have a commercial drivers' license ("CDL") to perform the employee's duties;
  - ii. employees of independent contractors who are required to have a CDL;
  - iii. owner-operators;
  - iv. leased drivers; and
  - v. occasional drivers.
- L. "Direct Child Care" means the following:
- i. Administering to the needs of infants, toddlers, preschool-age children, and school-age children outside of school hours;
  - ii. By persons other than their parents, guardians, or custodians;
  - iii. For any part of the twenty-four-hour day;
  - iv. In a place other than a child's own home, except that an in-home aide provides child care in the child's own home.
- M. To the extent not specifically defined herein, the definition of any term, word or phrase found in this policy shall be as set forth in the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.
3. Procedures for Alcohol or Illegal Chemical Substance Testing
- A. Any alcohol or drug use test administered under the terms of this policy will be administered by or at the direction of a testing facility licensed by the Oklahoma State Department of Health and using scientifically validated toxicological methods that comply with rules promulgated by the State Department of Health. Testing facilities shall be required to have detailed written specifications to assure chain of custody of the samples, proper labeling, proper laboratory control and scientific testing. All aspects of the alcohol and drug use testing program, including the taking of samples, will be conducted so as to safeguard the personal and privacy rights of employees. The test sample shall be obtained in a manner which minimizes its intrusiveness.

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

sample, the test monitor may stop the procedure and inform the test coordinator. The test monitor shall be of the same gender as the employee giving the sample.

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

- B. If the initial drug use test is positive for the presence of an illegal chemical substance or the metabolites thereof, the initial test result will be subject to confirmation by a second and different test of the same sample. The second test will use an equivalent scientifically accepted method of equal or greater accuracy as approved by rules of the State Board of Health, at the cutoff levels determined by Board rules. An applicant for employment will not be denied employment or an employee will not be subject to disciplinary procedures unless the second test is positive for the presence of illegal chemical substances or the metabolites thereof.
- C. If an initial alcohol use test is positive for the presence of alcohol, the initial test result will be subject to confirmation by a second and different test using any scientifically accepted method approved by rules of the State Board of Health, at the cutoff levels determined by Board rules.
- D. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.
- E. Any applicant for employment or employee who is subject to disciplinary action as a result of being under the influence of alcohol or an illegal chemical substance, as and for an appeal procedure, will be given a reasonable opportunity, in confidence, to explain or rebut the alcohol or drug use test results. If the applicant or employee asserts that the positive test results are caused by other than consumption of alcohol or an illegal chemical substance by the employee, then the applicant or employee will be given an opportunity to present evidence that the positive test result was produced by other than consumption of alcohol or an illegal chemical substance. The School District will rely on the opinion of the District's testing facility which performed the tests in determining whether the positive test result was produced by other than consumption of alcohol or an illegal chemical substance.

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

- F. The School District may permit testing for drugs or alcohol by other methods reasonably calculated to detect the presence of drugs or alcohol, including but not limited to breathalyzer testing, testing by use of a single-use test device, known as onsite or quick testing devices, to collect, handle, store, and ship a sample collected for testing. However, a breathalyzer test shall not be grounds for immediate termination absent a confirmation test.

- G. The testing facility reports and results of alcohol and drug use testing will be maintained on a confidential basis except as otherwise required by law. The laboratory performing alcohol or drug use tests for the School District will not report on or disclose to the School District any physical or mental condition affecting an employee which may be discovered in the examination of a sample other than the presence of alcohol or illegal chemical substances or the metabolites thereof. The use of samples to test for any other substances will not be permitted.
- H. The records of all drug and alcohol test results and related information retained by the school district shall be the property of the school district unless:
  - 1. the information will be admissible evidence by an employer or employee in a court case or administrative agency hearing if either the employer or employee is a named party;
  - 2. the information is required to comply with a valid judicial or administrative order; or
  - 3. the school district's employees, agents or representative needs to access the records in the administration of the Act.

4. Employee Alcohol and Drug Use Test Requirements

The District is authorized to conduct drug and alcohol testing in accordance with the Standards for Workplace Drug and Alcohol Testing Act. The District has chosen to conduct drug or alcohol testing under the following circumstances:

- A. Applicant testing: The school district may require an applicant, as defined above, to undergo drug or alcohol testing and may use a refusal to undergo testing or a positive test result as a basis for refusal to hire or grant a voluntary transfer/reassignment.
- B. For-cause testing: The District will require an employee to undergo drug or alcohol testing at any time the Superintendent, or designee, reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:
  - i. drugs or alcohol on or about the employee's person or in the employee's vicinity,
  - ii. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
  - iii. a report of drug or alcohol use while at work or on duty,
  - iv. information that an employee has tampered with drug or alcohol testing at any time,
  - v. negative performance patterns, or
  - vi. excessive or unexplained absenteeism or tardiness.
- C. Post-accident testing: The District may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or the employer's property has been damaged, including damage to equipment. The school district may require post-accident drug or alcohol testing if there is a reasonable possibility that employee drug use could have contributed to the reported injury or illness. For purposes of workers' compensation, no employee who tests positive for the presence of substances defined and consumed pursuant to Section 465.20 of Title 63 of the Oklahoma Statutes, alcohol, illegal drugs, or illegally used chemicals, or

refuses to take a drug or alcohol test required by the employer, shall be eligible for such compensation;

- C. Random testing: As determined appropriate by the Board of Education, the District may require an employee or all members of an employment classification or group to undergo drug or alcohol testing at random and may limit its random testing programs to particular employment classifications or groups, except that the District will require random testing only of employees who:
- i. are police or peace officers, have drug interdiction responsibilities, or are authorized to carry firearms, or
  - ii. are engaged in activities which directly affect the safety of others, including but not limited to school vehicle mechanics and those employees designated as “safety sensitive” pursuant to this policy.
- D. Scheduled, periodic testing: The District will require an employee to undergo drug or alcohol testing as a routine part of a routinely scheduled employee fitness-for-duty medical examination of employees who:
- i. are police or peace officers, have drug interdiction responsibilities, or are authorized to carry firearms, or
  - ii. are engaged in activities which directly affect the safety of others, including but not limited to school vehicle mechanics and those employees designated as “safety sensitive” pursuant to this policy.
- E. Post-rehabilitation testing: The District may request or require an employee to undergo drug or alcohol testing for a period of up to two (2) years commencing with the employee’s return to work, following a positive test or following participation in a drug or alcohol dependency treatment program.
5. Employee Use, Sale, Possession, Distribution, Purchase or Being Under the Influence of Alcohol or Illegal Chemical Substance:
- A. Any employee who possesses, uses, distributes, purchases, sells or is confirmed by alcohol or drug use tests to be under the influence (as defined by this policy) of alcohol or an illegal chemical substance while on duty, while on school property or as a result of alcohol or drug use tests conducted under this policy, or who refuses to submit to an alcohol or drug test permitted under the Standards for Workplace Drug and Alcohol Testing Act will be subject to disciplinary action, including, but not limited to, termination.
6. Alcohol and Drug Use Tests of Applicants for Employment -- When Required
- All applicants for employment may be required to submit to alcohol and/or drug use testing after a conditional offer of employment has been made to the applicant. All applicants will be notified that alcohol and/or drug use testing will occur if they are offered a conditional offer of employment. Any applicant who refuses to submit to an alcohol or drug use test, if requested, after a conditional offer of employment will not be hired.

7. Applicants Under the Influence of Alcohol or An Illegal Chemical Substance

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

8. Person Authorized to Order Alcohol or Drug Testing

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

- A. The Superintendent of Schools;
- B. Any employee designated for such purposes by the Superintendent or the School Board.

9. Release of Information

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

10. Medical Marijuana

Pursuant to OKLA. STAT. tit. 63, § 420A et. seq., unless failure to do so would cause the school district to imminently lose a monetary or licensing related benefit under federal law or regulations, the school district will not discriminate against an applicant in hiring or take employment action against an employee on the basis of the employee's or applicant's status as a medical marijuana license holder.

Additionally, the school district shall not refuse to hire, discipline, discharge, or otherwise penalize an applicant or employee solely on the basis of a positive test for marijuana components or metabolites unless:

- A. The applicant or employee is not in possession of a valid medical marijuana license;
- B. The licensee possesses, consumes or is under the influence of medical marijuana or medical marijuana product while at the place of employment or during the fulfillment of employment obligations; or

- C. The position is one involving safety-sensitive job duties, as set out in this policy.

Adverse Action

When permitted, adverse action pursuant to this policy may be taken against an employee or applicant for a positive drug test for marijuana components or metabolites.

As used in this section, a determination of whether an applicant or employee is “under the influence of medical marijuana or medical marijuana product” shall be based on the totality of circumstances.

Circumstances that may contribute to a determination that the applicant or employee is under the influence may include, but are not limited to:

- A. Observation of any of the conduct or phenomenon described below:
- i. the odor of marijuana on or around the individual;
  - ii. Disorganized thinking;
  - iii. Paranoia and/or confusion;
  - iv. Bloodshot eyes;
  - v. Increased heart rate;
  - vi. Increased appetite; or
  - vii. Loss of Coordination and
- B. Any circumstance that would permit the school district to engage in “for cause” drug or alcohol testing of the employee under this policy.

The district has determined that the following categories of jobs qualify as having safety sensitive job duties:

- A. Police or peace officers, those employees with drug interdiction responsibilities, or who are authorized to carry firearms;
- B. School Bus Mechanics;
- C. Employees whose responsibilities require driving a school vehicle;
- D. School Nurses or Employees who are authorized to administer medicine to Students;
- E. Employees whose responsibilities include direct patient care or direct child care; and
- F. Teachers and Instructors responsible for the following courses: Driver’s Education, Secondary Science, Agriculture Education.

11. Notice of Policy

- A. This policy shall be given broad circulation to all employees of the School District which shall include prominent posting in the School District. Each employee shall be given a copy of this policy. Delivery of the policy to employees may be accomplished in any of the following ways:

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

The Standards for Workplace Drug and Alcohol Testing Act

This policy is subject to and supplemented by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act (the "Act"). To the extent that any provision of this policy is in conflict with the Act, then the Act shall control. To the extent that this policy is silent as to any matter covered by the Act, then the Act shall control. This policy shall be interpreted by the Board of Education of the School District and its employees consistent with the Act.

**ALCOHOL AND DRUG TESTING FOR BUS DRIVERS****PURPOSE**

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

**DEFINITION OF TERMS**

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

1. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.
2. "Alcohol concentration" means the number of grams of alcohol (for example: 0.04) in 210 liters of expired deep lung air.
3. "Alcohol confirmation test" means a subsequent test using an EBT (a breath testing device), following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.
4. "Alcohol screening device" ("ASD") means a breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration ("NHTSA") and appears on the Office of Drug & Alcohol Policy & Compliance's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids" because it conforms to the model specifications from NHTSA.
5. "Alcohol use" means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.
6. "BAT" means a qualified breath alcohol technician.
7. "Cancelled test" means a drug or alcohol test that has a problem identified and cannot be or has not been corrected. A cancelled test is neither a positive or a negative test.
8. "CDL" means commercial driver's license.
9. "Clearinghouse" means the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License Drug and Alcohol Clearinghouse.
10. "Collection site" means a place selected by the employer where employees present themselves for the purpose of providing a urine specimen for a drug test.
11. "Confirmatory drug test" means a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.
12. "Confirmed drug test" means a confirmatory drug test result received by a MRO from a laboratory.
13. "Controlled substance" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), opioids, or a metabolite of any of these substances.



14. "Designated employer representative" ("DER") means an employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer.
15. "Dilute specimen" means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.
16. "Driver" means: (i) a school district employee who is required to have a CDL to perform the employee's duties; (ii) employees of independent contractors who are required to have CDLs; (iii) owner-operators; (iv) leased drivers; and (v) occasional drivers.
17. "EBT" means a device that is approved by NHTSA for the evidential testing of breath at the .02 and .04 alcohol concentrations, and appears on the Office of Drug & Alcohol Policy & Compliance's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids" because it conforms to the model specifications available from NHTSA.
18. "Federal Act" means the Omnibus Transportation Testing Act of 1991 and the regulations issued by the United States Department of Transportation pursuant to that Act.
19. "Oklahoma Act" means the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.
20. "Initial drug test" means the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.
21. "Initial validity test" means the first test used to determine if a specimen is adulterated, diluted, or substituted.
22. "Invalid drug test" means the result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.
23. "Medical review officer" ("MRO") means a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.
24. "Safety-sensitive function" means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.
25. "Screening Test Technician" ("STT") means a person who instructs and assists employees in the alcohol testing process and operates an ASD.
26. "Service agent" means any person or entity, other than an employee of the employer, who provides services to employers and/or employees in connection with DOT drug and alcohol testing requirements.
27. "Split specimen" means a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.
28. "Stand-down" means the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a

drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed a verified test.

29. "Substance Abuse Professional" ("SAP") means a person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
30. "Substituted specimen" means a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.
31. "Verified test" means a drug test result or validity testing result from a United States Department of Health and Human Services certified laboratory that has undergone review and final determination by the MRO.

### **REQUIRED TESTING & CONSENT**

The following testing is required of all drivers:

#### ***PRE-EMPLOYMENT TESTING AND CONSENT***

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

1. Alcohol Testing

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

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

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

2. Controlled Substances

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

- i. The driver has participated within the previous 30 days in a drug testing program meeting the requirements of the Federal Act; and
- ii. While participating in the program, the driver either (a) was tested for controlled substances within six months prior to the date of employment application or (b) participated in a random controlled substance testing program for the 12 months prior to the date of the employment application; and
- iii. The driver provides evidence that no prior employer of the driver has any record of a violation of controlled substance use rules by the driver within the previous six months.

3. Pre-employment Consent

The school district shall comply with the query requirements of the FMCSA, including participation in the Clearinghouse. This participation is described in detail in the District's policy on *Compliance with Regulations regarding the FMCSA Clearinghouse*. As part of this compliance, until January 6, 2023 the School District shall request the driver's written consent to obtain the following information from DOT-regulated employers who have employed the driver

during the three (3) years before the date of the driver's application to a position requiring safety-sensitive duties:

- i. Alcohol tests with a result of 0.04 or higher alcohol concentration;
- ii. Verified positive drug tests;
- iii. Refusals to be tested (including verified adulterated or substituted drug test results);
- iv. Other violations of DOT agency drug and alcohol testing regulations; and
- v. Documentation of the driver's successful completion of return-to-duty requirements (for those drivers who have violated a drug or alcohol regulation). If the previous employer does not have this documentation, the School District shall request that the driver produce it.

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

This records check shall be in addition to any queries conducted on the Clearinghouse website. After January 6, 2023, the school district shall continue to seek records from employers to the extent required by FMCSA and DOT regulations and shall seek consents when such records checks are required.

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

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

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

4. **Consequences Associated with Pre-employment Testing.**  
The School District may decline to employ an applicant who fails drug testing, provides false information, or who fails to cooperate with the District in procuring testing and test results. To the extent the applicant has been offered employment or placed in an alternate position pending the receipt of test results, the offer may be withdrawn and alternate employment terminated in accordance with the District's policies and procedures applicable to employee termination.

#### ***POST-ACCIDENT TESTING***

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

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

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

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

2. **Controlled Substances.**

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

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

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

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

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

***RANDOM TESTING***

Random alcohol and controlled substances testing of drivers will be conducted throughout the year. Selection of the drivers to be tested will be made by a scientifically valid method, such as random-number table or a computer based random-generator matched with drivers' social security numbers, payroll identification numbers or other comparable identifying numbers. Dates for administering unannounced testing shall be unpredictable and spread reasonably throughout a nine (9) month period.

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

The minimum annual percentage rate for random alcohol testing will be twenty five percent (25%) of the average number of driver positions, subject to adjustment of the percentage by the Federal Highway Administration. The minimum annual percentage rate for random testing for controlled substances will be fifty percent (50%) of the average number of driver positions.

***REASONABLE SUSPICION TESTING***

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

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

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

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

***RETURN TO DUTY TESTING*****1. Returning after Reasonable Suspicion of Alcohol Abuse Determination.**

A driver suspected of being under the influence of or impaired by alcohol will not be permitted to perform a safety-sensitive function until:

- i. an alcohol test shows a concentration of less than 0.02; or
- ii. 24 hours have elapsed following a determination that there was reasonable suspicion to believe the driver has violated the rules in this Policy against alcohol misuse.

**2. Returning after Violation of Prohibitions in the Policy**

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

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

***FOLLOW UP TESTING***

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

**TEST PROCEDURES**

Testing methodology will comply with the requirements of the Oklahoma Act, except that the requirements of the Federal Act stated in this Policy supersede the provisions of the Oklahoma Act. Alcohol testing must be conducted

in a location that provides visual and aural privacy to the driver, sufficient to prevent unauthorized persons from seeing or hearing the test.

#### ALCOHOL TESTING PROCEDURES

##### 1. Initial Alcohol Screening Tests

###### i. Procedures for an Alcohol Screening Test Using an EBT or Non-Evidential Breath ASD:

- a. When the driver enters the testing location, the BAT or STT will require the driver to provide positive identification. If the driver requests, the BAT or STT will provide positive identification. The BAT or STT will explain the testing procedure. An individually-sealed mouthpiece is opened in the view of the driver and attached to the EBT. The driver will then blow into the mouthpiece for at least six (6) seconds or until the device indicates that an adequate amount of breath has been obtained. If the EBT does not provide a printed result, the BAT or STT will record the test number, date, technician's name, location and test result in a log book. The driver will initial the log book. If the EBT provides a printed result, the result is either: (i) printed on the testing form; or (ii) affixed to the form with tamper-evident tape.
- b. If the screening test result is less than 0.02, the BAT or STT will transmit the result in a confidential manner to the School District's DER, who is designated by the board of education or the school superintendent to receive and handle alcohol test results in a confidential manner.
- c. If the breath test is 0.02 or higher, a confirmation test is required.

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

- a. When the driver enters the testing location, the STT will require the driver to provide positive identification. If the driver requests, the STT will provide positive identification. The STT will explain the testing procedure. The STT will check the expiration date on the device and show it to the driver. An individually wrapped package containing the device will be opened in the presence of the driver, and the driver will be instructed to insert the device into his or her mouth and use it in the manner described by the manufacturer. If the driver chooses not to use the device, the STT must insert the device into the driver's mouth and gather saliva.
- b. If the screening test result is less than 0.02, the STT will transmit the result in a confidential manner to the school district's DER, who is designated by the board of education or the school superintendent to receive and handle alcohol test results in a confidential manner.
- c. If the test result is an alcohol concentration of 0.02 or higher, a confirmation test is required.

##### 2. Alcohol Confirmation Tests

- i. All The confirmation tests must be conducted using an EBT. The confirmation test must occur no less than fifteen (15) minutes after the completion of the screening test and should occur no more than thirty (30) minutes after the completion of the screening test.
- ii. Before a confirmation test is given, the BAT must conduct a "blank" test on the EBT to obtain a reading of 0.00. The remainder of the confirmation test is identical to the screening test for EBTs described in section 1.i.a above..

- iv. If the confirmation test result is lower than 0.02, nothing further is required of the driver.
- v. If the confirmation test result is 0.02 or higher, the driver must sign and date the ATF. The BAT will immediately transmit the result to the DER in a confidential manner.
- vi. Refusal to take a required test has the same consequences as if the driver had tested 0.04 or more. The following constitutes a refusal to take a test: (1) failure to appear for any test within a time required to appear; (2) failure to provide an adequate amount of saliva or breath for testing without a valid medical explanation; (3) failure to cooperate with any part of the testing process; (4) failure to sign the alcohol testing form or ATF certification; (5) failure to remain at the testing site until the testing process is complete, unless the test is a pre-employment test; (6) failure to undergo a medical examination or evaluation due to insufficient breath sampling; (7) leaving the scene of an accident before being tested, except when reasonably necessary to receive medical treatment.

#### CONTROLLED SUBSTANCES TESTING PROCEDURES

- 1. Procedures for Collection of Urine Specimens.
  - i. All urine collections must be split specimen collections.
  - ii. The School District must direct an immediate urine collection under direct observation with no advance notice to the driver, if:
    - a. the laboratory reported to the Medical Review Officer (“MRO”) that a specimen is invalid and the MRO has reported that there is not an adequate medical explanation for the result; or
    - b. the MRO reported that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.
    - c. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation.
  - iii. The School District must direct a collection under direct observation of a driver if the drug test is a return-to-duty test or a follow-up test.
  - iv. A driver must receive an explanation of the reasons for a directly observed collection.
  - v. If a driver declines to allow a directly observed collection, that driver will be considered to have refused to test.
  
- 2. Procedures for Testing of Urine Specimens.
  - i. Testing of urine samples for controlled substances shall be performed by a laboratory certified by the federal Department of Health and Human Services (“DHHS”) under the National Laboratory Certification Program.
  - ii. Controlled substance testing may only be performed for the following five drugs or classes of drugs: (a) marijuana metabolites, (b) cocaine metabolites, (c) amphetamines, (d) opioid metabolites, and (e) phencyclidine (PCP).
  - iii. If the driver requests a test of a split specimen, the first laboratory will ship the unopened split specimen to a second DHHS-approved laboratory for testing. If the test of the split specimen fails to confirm the presence of a controlled substance, the entire test is cancelled.
  - iv. The driver must request a split specimen test verbally or in writing within 72 hours of being notified of a verified positive drug test or refusal to test because of adulteration or substitution.

- v. If a driver does not make a request within 72 hours, the driver may present information to the MRO documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO, or other circumstances unavoidably prevented the driver from making a timely request.
- vi. If a driver makes a timely request for a split specimen test, the School District must ensure that the MRO, first laboratory and second laboratory perform the split-specimen testing functions in a timely manner. If necessary, the School District must pay for the split specimen testing and seek reimbursement from the driver.
- vii. The MRO will report split specimen test results to the DER and driver.
- viii. The laboratory will report results directly to the MRO. The laboratory will not report the results to anyone else.
- ix. When the MRO receives a confirmed positive, adulterated, substituted, or invalid test result from the laboratory, the MRO will attempt to contact the driver to determine whether the driver wants to discuss the test result. If the MRO cannot reach the driver after reasonable efforts to do so, the MRO must contact the DER but cannot tell the DER that the driver has a confirmed positive, adulterated, substituted, or invalid test result. The DER must then attempt to contact the driver. If the DER makes contact with the driver, the DER should simply direct the driver to contact the MRO immediately and inform the driver of the consequences of failing to contact the MRO within the next 72 hours. If the DER is unable to reach the driver after making three (3) attempts, spaced reasonably, over a 24-hour period, then the DER may place the driver on temporary medically unqualified status or medical leave. Documentation must be kept by the DER of any actual and/or attempted contacts with the driver, including the dates and times of the contacts. If the DER is unable to contact the driver within the 24-hour period, the DER must leave a message for the driver by voice mail, e-mail or letter to contact the MRO and inform the MRO of the date and time of this message.
- x. Confirmation testing for controlled substances will be performed in accordance with the Oklahoma Act, except when the Oklahoma Act conflicts with Federal law.
- xi. The MRO may conduct additional testing of a specimen as authorized by the DOT if doing so is necessary to verify a test result.
- xii. The MRO must verify a confirmed positive test result for marijuana, cocaine, amphetamines, semi-synthetic opioids (i.e. hydrocodone, hydromorphone, oxycodone, and oxymorphone) and/or PCP unless the driver presents a legitimate medical explanation for the presence of the drug(s)/metabolite(s) in her or his system. In determining whether an employee's legally valid prescription consistent with the Controlled Substance Act for a substance in the categories constitutes a legitimate medical explanation, the MRO must not question whether the prescribing physician should have prescribed the substance.
- xiii. The MRO must verify a confirmed positive test result for opiates in the following circumstances:
  - a. The MRO must verify the test result positive if the laboratory confirms the presence of 6-acetylmorphine (6-AM in the specimen)
  - b. In the absence of 6-AM, if the laboratory confirms the presence of either morphine or codeine at 15,000 ng/mL or above, the MRO must verify the test result positive unless the employee presents a legitimate medical explanation for the presence of the drug(s)/metabolite(s) in her or his system.
  - c. For all other opiate positive results, the MRO must verify a confirmed positive test result for opiates only if they determine that there is clinical evidence, in addition to the urine test, of unauthorized use of any opium, opiate or opium derivate.
- iv. As part of the verification decision, the MRO must conduct a medical interview that includes reviewing the driver's medical history and any other relevant biomedical factors



presented by the driver, as well as directing the driver to undergo further medical evaluation.

- v. DOT tests must be completely separate from non-DOT tests in all respects, and DOT tests must take priority over non-DOT tests. DOT tests must be completed before a non-DOT test is begun. The results of a DOT test shall not be disregarded or changed based on the results of a non-DOT test.

**PROHIBITIONS**

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

**ALCOHOL**

- i. The driver has an alcohol concentration of 0.04 or higher as measured on a breath test.
- ii. The driver displays behavior or appearance characteristics of alcohol misuse.
- iii. The driver is under the influence of or is impaired by alcohol, as shown by behavioral, speech, and performance indicators of alcohol misuse.
- iv. The driver possesses alcohol while on duty.
- v. The driver uses alcohol during duty performance.
- vi. The driver has used alcohol within the four hours prior to performing duties.
- vii. The driver has had an accident within the last eight hours and has not taken a breath test showing clearance from prohibited alcohol levels.
- viii. The driver has refused to take a breath test for alcohol use.
- ix. The driver is taking any prescription or non-prescription medication containing alcohol, even if the driver has notified the driver's supervisor of the medication use.

**CONTROLLED SUBSTANCES**

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

**REFUSAL TO TEST**

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

- i. Fails to appear for any test as directed by the School District.
- ii. Fails to remain at the testing site until the testing is complete.
- iii. Fails to provide a urine specimen.
- iv. Fails to provide a sufficient amount of urine when there is no adequate medical explanation for the failure.
- v. Fails to permit a directly observed or monitored collection.
- vi. Fails or declines to take a second test the School District or collector has directed.
- vii. Fails to undergo a medical examination or evaluation as directed by the MRO as part of the verification process or as directed by the DER when the urine sample was insufficient.
- viii. Fails to cooperate with any part of the testing process (e.g. refuses to empty pockets when directed to do so, behaves in a confrontational way that disrupts the collection process).
- ix. Has a verified adulterated or substituted test result.

**STANDING DOWN EMPLOYEES**

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

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

### **REFERRAL AND TREATMENT**

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

A driver who violates any of the prohibitions in this policy must be evaluated by a SAP who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse or controlled substance use. The driver will not be permitted to perform safety-sensitive duties for any employer until and unless he or she completes the SAP evaluation, referral, and education/treatment process.

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

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

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

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

The School District is not required to return a driver to safety-sensitive duties just because the driver complies with the SAP’s recommendations.

### **EDUCATIONAL MATERIALS**

Each driver shall receive educational materials that explain: (1) the alcohol misuse prevention requirements; (2) the School District's policies and procedures; (3) the identity of a contact person knowledgeable about the materials; (4) factual information on the effects of controlled substance use and alcohol misuse on personal life, health and safety; (5) where help can be obtained, including information regarding the School District’s Employee Assistance Program; (6) categories of employees subject to testing; (7) a description of prohibited conduct and the circumstances that trigger testing; (8) testing procedures and safeguards; (9) what constitutes a refusal to submit to

testing and the consequences; (10) signs and symptoms of an alcohol or controlled substance problem; (11) consequences for drivers with an alcohol test level of 0.02 or more but less than 0.04; and (12) the consequences of violating the rules in this Policy. The District's staff will prepare and distribute appropriate educational materials as provided for in this section.

**MAINTENANCE OF RECORDS**

Upon written request, a driver is entitled to obtain copies of any School District records concerning the driver's use of alcohol or controlled substances, including test results.

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

**DISCIPLINARY ACTION**

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

**CLEARINGHOUSE PARTICIPATION**

The school district shall report to the Clearinghouse in any situation required by 49 C.F.R. §382.705(b) and shall supply all required information. MROs and SAPs shall also be required to report to the Clearinghouse any situation to which they are required to provide information under 49 C.F.R §382.705. The situations where reporting is required are described in detail in the school district's policy on *Compliance with Regulations regarding the FMCSA Clearinghouse*.

**OTHER POLICIES**

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

**GUTHRIE SCHOOL DISTRICT  
BUS DRIVER CONSENT FOR RELEASE OF INFORMATION  
FROM DOT-REGULATED EMPLOYER(S)**

I, \_\_\_\_\_, hereby agree to allow any of my former Department of Transportation (“DOT”) regulated employers, who have employed me within two (2) years of the date that I applied for a position with the School 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 School District is required by law to obtain my consent in writing, and my signature below authorizes any of my former DOT-regulated employers to release the following information to the School District:

1. Alcohol tests with a result of 0.04 or higher alcohol concentration;
2. Verified positive drug tests;
3. Refusals to be tested (including verified adulterated or substituted drug test results);
4. Other violations of DOT agency drug and alcohol testing regulations; and
5. 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.

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 School District with a complete listing of my former employers, including my former DOT-regulated employers.

\_\_\_\_\_  
Driver (Print name)

\_\_\_\_\_  
Driver (Signature)

\_\_\_\_\_  
Date

***For School District Use Only:***

	<i>(date)</i>	<i>(District employee initials)</i>
<i>Consent form provided to bus driver:</i>	_____	_____
<i>Consent form returned from bus driver:</i>	_____	_____
<i>Consent declined:</i>	_____	_____

**BUS DRIVER QUESTIONNAIRE**

- 1. Have you ever tested positive on any pre-employment drug or alcohol test administered by an employer to which you applied for, but did not obtain, safety-sensitive transportation work during the past two (2) years? \_\_\_\_\_  
Yes \_\_\_\_\_  
No
  
- 2. Have you ever refused to take any pre-employment drug or alcohol test administered by an employer to which you applied for, but did not obtain, safety-sensitive transportation work during the past two (2) years? \_\_\_\_\_  
Yes \_\_\_\_\_  
No
  
- 3. If you answered “Yes” to Question 1 or 2, have you successfully completed the return-to-duty process? \_\_\_\_\_  
Yes \_\_\_\_\_  
No
  
- 4. If you answered “Yes” to Question 3, can you provide documentation of your successful completion of the return-to-duty process? \_\_\_\_\_  
Yes \_\_\_\_\_  
No

If you desire to provide any comments to supplement your answers to questions 1-4 above, please do so below:

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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.
  - 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.

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.
  - 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:
  - 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:
  - An alcohol confirmation test with a concentration of 0.04 or higher or a refusal to test for alcohol.
  - 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) hours of coming on duty, used alcohol prior to a post-accident test, or has used a controlled substance.
  - Negative return-to-duty test results (drug and alcohol testing); and
  - Completion of a follow-up test.

- 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:
  - Verified positive, adulterated, or substituted controlled substance tests results (MRO);
  - Refusal-to-test determination by the MRO (MRO);
  - A negative return-to-duty test (SAP); and
  - 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.



**Guthrie Public Schools  
Bus Driver Consent for Release of Information and General Consent for  
Limited Queries of the FMCSA Drug and Alcohol**

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 former DOT-regulated employers to release the following information to the District:

1. Alcohol tests with a result of 0.04 or higher alcohol concentration;
2. Verified positive drug tests;
3. Refusals to be tested (including verified adulterated or substituted drug test results);
4. Other violations of DOT agency drug and alcohol testing regulations; and
5. 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.

\_\_\_\_\_  
Driver

\_\_\_\_\_  
Date

**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 \_\_\_\_\_  
Previous Employer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Job Position: \_\_\_\_\_ CDL required? Yes \_\_\_/No \_\_\_  
While in this position, were you subject to DOT Drug Testing? Yes \_\_\_/No \_\_\_  
If the answer to either of these questions is YES, you must complete a Release of Information Form for this employer.

Dates of Employment \_\_\_\_\_  
Previous Employer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Job Position: \_\_\_\_\_ CDL required? Yes \_\_\_/No \_\_\_  
While in this position, were you subject to DOT Drug Testing? Yes \_\_\_/No \_\_\_  
If the answer to either of these questions is YES, you must complete a Release of Information Form for this employer.

Dates of Employment \_\_\_\_\_  
Previous Employer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Job Position: \_\_\_\_\_ CDL required? Yes \_\_\_/No \_\_\_  
While in this position, were you subject to DOT Drug Testing? Yes \_\_\_/No \_\_\_  
If the answer to either of these questions is YES, you must complete a Release of Information Form for this employer.

Dates of Employment \_\_\_\_\_  
Previous Employer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Job Position: \_\_\_\_\_ CDL required? Yes \_\_\_/No \_\_\_  
While in this position, were you subject to DOT Drug Testing? Yes \_\_\_/No \_\_\_  
If the answer to either of these questions is YES, you must complete a Release of Information Form for this employer.

***For Administrative Use Only:***

Consent form provided to bus driver: \_\_\_\_\_ (date) \_\_\_\_\_ (District employee initials)  
Consent form returned from bus driver: \_\_\_\_\_  
Consent declined: \_\_\_\_\_

**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.

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.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

“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 Address: 802 E. Vilas, Guthrie, OK 73044

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Designated Employer Representative: \_\_\_\_\_

**I-C. Consent:** I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in *Section I-A*, to the employer listed in *Section I-B*. This release is in accordance with federal regulations under 49 CFR Part 40.25 and Part 382.413. I understand that information to be released in *Section II-A* by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Section II.** To be completed by the previous employer and transmitted by mail or fax to the new employer:

**II-A.** In the three years prior to the date of the employee’s signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES \_\_\_ NO \_\_\_
2. Did the employee have verified positive drug tests? YES \_\_\_ NO \_\_\_
3. Did the employee refuse to be tested? YES \_\_\_ NO \_\_\_
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES \_\_\_ NO \_\_\_
5. Did a previous employer report a drug and alcohol rule violation to you? YES \_\_\_ NO \_\_\_
6. If you answered “yes” to any of the above items, did the employee complete the return-to-duty process? N/A \_\_\_ YES \_\_\_ NO \_\_\_

*NOTE: If you answered “yes” to item 5, you must provide the previous employer’s report. If you answered “yes” to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record(s)).*

**II-B.**

Name of person providing information in *Section II-A*: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone #: \_\_\_\_\_

***STAFF RESIGNATIONS***

An employee's resignation must be submitted in writing to the superintendent. The resignation must be unequivocal as to intent and effective date. A resignation may not be withdrawn after it has been submitted to the superintendent and will be considered irrevocable from that date. Only the board of education has the authority to accept and act on resignations.

It is the policy of the Guthrie Board of Education that teacher resignations must be tendered no later than 15 days after the 1<sup>st</sup> Monday in June. A teacher's resignation submitted after that date will not be accepted by the board unless a replacement teacher of similar quality has already been secured. The Board of Education hereby delegates authority to the superintendent to initiate and prosecute any complaint authorized by Title 70 Oklahoma Statutes Section 6-101.

***SALARY SCHEDULE***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers and the Support Personnel Handbook.

***PERSONNEL VACATIONS***

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 or 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, on the first day of 12-month employment, vacation days for 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 vacation days.

**New Employees**

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

**Month of Accrual**

Personnel must have reported to work prior to the tenth (10<sup>th</sup>) of the month or have worked through the tenth (10<sup>th</sup>) 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 a daily rate equal to a regular day of pay.

***SICK LEAVE***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers and the Support Personnel Handbook.



***SICK LEAVE BANK – CERTIFIED PERSONNEL***

All new members to the certified staff are afforded the opportunity to participate or not participate in the Sick Leave Bank Program. Employees electing to participate will contribute one (1) day of their accumulated sick leave benefits to the Sick Leave Bank. Any certified employee requesting exemption from the Sick Leave Bank shall not be entitled to receive benefits from the Sick Leave Bank.

New certified employees will not be offered future opportunities to participate in the Sick Leave Bank. New certified staff will be afforded the opportunity to participate in the Sick Leave Bank within 30 days of employment. Thereafter, the employee shall not have the opportunity to participate in the Sick Leave Bank.

Inquiries concerning the Sick Leave Bank Policy should be referred to the Director of Personnel.

**WHAT IS A SICK LEAVE BANK?**

The Guthrie Public School District has created a Sick Leave Bank for the purpose of permitting certified employees of the school district to voluntarily transfer some of their sick leave to a Sick Leave Bank for the purpose of benefiting other certified employees who may be stricken with a catastrophic illness or accident in the immediate family and who may need additional sick leave because of such illness or accident. The following policies shall apply to the Sick Leave Bank.

**Creation and Administration of the Sick Leave Bank**

Participation by certified employees in the Sick Leave Bank is voluntary. All certified employees are afforded the opportunity to participate or not participate in the Sick Leave Bank Program. Each certified employee, electing to participate, will be assessed one day of his/her sick leave immediately. Any certified employees requesting exemption from participating in the Sick Leave Bank shall be deemed as non-participants and may not participate in or join the sick Leave Bank Program at any future date. Non-participants shall not be eligible to receive benefits from the Sick Leave Bank.

The minimum number of sick leave days in the bank at any time shall be 100. When the number of days in the bank falls below 100, certified employees participating in the Sick Leave Bank will be notified. Participating certified employees will be allowed, by written notice to the Personnel Director, to donate up to 5 days to the Sick Leave Bank. If the donation process does not cause the balance of days in the Sick Leave Bank to exceed the minimum, each certified employee participating in the Sick Leave Bank will be assessed one additional day of his/her sick leave balance to be placed in the Sick Leave Bank.

Persons experiencing a catastrophic illness or injury in the immediate family and qualifying to receive transfer of sick leave days from the Sick Leave Bank will not be required to replace these sick leave days except as a regular participating member of the Sick Leave Bank.

**Qualifications and Procedures to Receive Sick Leave Days from the Sick Leave Bank Program**

1. A certified employee may qualify to receive additional sick leave days from the Sick Leave Bank only if such employee has exhausted or will exhaust all earned sick leave due to an extraordinary or severe injury, illness, impairment or physical or mental condition in the immediate family which has caused or is likely to cause the employee to take leave without pay or to terminate employment. Qualification to receive the sick leave bank benefit will begin 365 days following the start of employment with the district. The Board of Education shall require the employee to submit, prior to approval or disapproval, a medical certification by a licensed physician or health care practitioner verifying the severe or extraordinary nature of the illness and expected duration of the condition.

2. A Sick Leave Bank Screening Committee (hereafter referred to as “Committee”) is hereby established as follows. Seven members composed of one member from each building site in the Guthrie Public Schools System as follows:
  1. Cotteral
  2. Fogarty
  3. Guthrie Upper Elementary
  4. Jr. High
  5. High School / Faver
  6. The Director of Personnel Services for the District
    - a. The Committee shall conduct as many meetings as it determines is necessary to review the written request and determine whether the request should be accepted or denied. The date and time of the first meeting will be determined by the Director of Personnel and the date and time of any subsequent meetings will be determined by the Committee.
    - b. After reviewing a request for a transfer from the Sick Leave Bank, the Committee shall determine by a vote of its members whether the request is accepted or rejected. If a majority of the members on the Committee vote in favor of accepting the request for the transfer of sick leave days from the Sick Leave Bank, then the recommendation of the Committee will be communicated to the Superintendent of Schools who will then direct that the days be transferred to the requesting party.
    - c. In the event that a majority of the members of the Committee do not vote to accept the written request, then the request shall be deemed to have been denied and the employee will be so notified in writing.
3. Sick leave days from the Sick Leave Bank shall not be transferred until the employee has exhausted all of his/her sick leave benefits available through the Guthrie Public School System including the twenty (20) days provided by statute to certified staff with the cost of the substitute deducted. Days granted through the Sick Leave Bank shall be awarded without substitute deduction.
4. The maximum number of sick leave days which shall be transferred to an employee as a result of a catastrophic illness or accident in the immediate family from the Sick Leave Bank is 60 days for each such separate catastrophic illness or accident. A participating employee may initially request up to twenty (20) days from the Sick Leave Bank. If needed the employee may apply for additional twenty (20) day periods for a maximum of sixty (60) total days. This benefit is limited to 180 total days while employed by Guthrie Public Schools. Any employee exhausting this limit will be allowed to withdraw from the sick leave bank.

**Definitions as Used in This Policy:**

1. 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.
2. “Severe” or “Extraordinary” means serious, extreme or life threatening.

***SICK LEAVE BANK – SUPPORT PERSONNEL***

All new members to the support staff are afforded the opportunity to participate or not participate in the Sick Leave Bank Program. Employees electing to participate will contribute one (1) day of their accumulated sick leave benefits to the Sick Leave Bank. Any support employee requesting exemption from the Sick Leave Bank shall not be entitled to receive benefits from the Sick Leave Bank.

New support employees will not be offered future opportunities to participate in the Sick Leave Bank. New support staff will be afforded the opportunity to participate in the Sick Leave Bank within 30 days of employment. Thereafter, the employee shall not have the opportunity to participate in the Sick Leave Bank.

Inquiries concerning the Sick Leave Bank Policy should be referred to the Director of Personnel.

**WHAT IS A SICK LEAVE BANK?**

The Guthrie Public School District has created a Sick Leave Bank for the purpose of permitting support employees of the school district to voluntarily transfer some of their sick leave to a Sick Leave Bank for the purpose of benefiting other support employees who may be stricken with a catastrophic illness or accident in the immediate family and who may need additional sick leave because of such illness or accident. The following policies shall apply to the Sick Leave Bank.

**Creation and Administration of the Sick Leave Bank**

Participation by support employees in the Sick Leave Bank will be voluntary. Each support employee, electing to participate, will be assessed one day of his/her sick leave immediately upon the creation of the Sick Leave Bank. All eligible support employees will be afforded the opportunity to participate or not participate in the Sick Leave Bank Program. Any support employees requesting exemption from participating in the Sick Leave Bank shall be deemed as non-participants and may not participate in or join the Sick Leave Bank Program at any future date. Non-participants shall not be eligible to receive benefits from the Sick Leave Bank.

The minimum number of sick leave days in the bank at any time shall be 75. When the number of days in the bank falls below 75, support employees participating in the Sick Leave Bank will be notified. Participating support employees will be allowed, by written notice to the Personnel Director, to donate up to 5 days to the Sick Leave Bank. If the donation process does not cause the balance of days in the Sick Leave Bank to exceed the minimum, each support employee participating in the Sick Leave Bank will be assessed one additional day of his/her sick leave balance to be placed in the Sick Leave Bank.

Persons experiencing a catastrophic illness or injury in the immediate family and qualifying to receive transfer of sick leave days from the Sick Leave Bank will not be required to replace these sick leave days except as a regular participating member of the Sick Leave Bank.

**Qualifications and Procedures to Receive Sick Leave Days from the Sick Leave Bank Program**

1. A support employee may qualify to receive additional sick leave days from the Sick Leave Bank only if such employee has exhausted or will exhaust all earned sick leave due to an extraordinary or severe injury, illness, impairment or physical or mental condition in the immediate family which has caused or is likely to cause the employee to take leave without pay or to terminate employment. Qualification to receive the sick leave bank benefit will begin 365 days following the start of employment with the district. The Board of Education shall require the employee to submit, prior to approval or disapproval, a medical certification by a licensed physician or health care practitioner verifying the severe or extraordinary nature of the illness and expected duration of the condition.

2. A Sick Leave Bank Screening Committee (hereafter referred to as “Committee”) is hereby established as follows. Five members composed of one member from each work classification in the Guthrie Public Schools System as follows:
  1. Food Service,
  2. Custodians, / Maintenance, / Transportation
  3. Secretaries, / Central Office Support Staff
  4. Teacher Assistants
  5. The Director of Personnel Services for the District
    - a. The committee shall conduct as many meetings as it determines is necessary to review the written request and determine whether the request should be accepted or denied. The date and time, of the first meeting, will be determined by the Director of Personnel and the date and time of any subsequent meetings will be determined by the Committee.
    - b. After reviewing a request for a transfer from the Sick Leave Bank, the Committee shall determine by a vote of its members whether the request is accepted or rejected. If a majority of the members on the Committee vote in favor of accepting the request for the transfer of sick leave days from the Sick Leave Bank, then the recommendation of the Committee will be communicated to the Superintendent of Schools who will then direct that the days be transferred to the requesting party.
    - c. In the event that majority of the members of the Committee do not vote to accept the written request, then the request shall be deemed to have been denied and the employee will be so notified in writing.
6. Sick leave days from the Sick Leave Bank shall not be transferred until the employee has exhausted all of his/her sick leave benefits available through the Guthrie Public School System. Days granted through the Sick Leave Bank shall be awarded without substitute deduction. Support employees who are not eligible to earn sick leave shall not be eligible to access Sick Leave Bank days.
7. The maximum number of sick leave days which shall be transferred to an employee as a result of a catastrophic illness or accident in the immediate family from the Sick Leave Bank is 30 days for each such separate catastrophic illness or accident. A participating employee may initially request up to ten (10) days from the Sick Leave Bank. If needed, the employee may apply for additional ten (10) day periods for a maximum of thirty (30) total days. This benefit is limited to 90 total days while employed by Guthrie Public Schools. Any employee exhausting this limit will be allowed to withdraw from the sick leave bank.

**Definitions as Used in This Policy:**

1. 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.
2. “Severe” or “Extraordinary” means serious, extreme or life threatening.

***PERSONAL BUSINESS LEAVE***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers and the Support Personnel Handbook.

***MILITARY AND EMPLOYEE ASSOCIATION LEAVE***Military Leave

The Guthrie Board of Education shall provide leave to teachers who are members of any component of the Armed Forces of the United States, including members of the National Guard and the Reserve Forces, when that teacher is ordered by proper authority to active duty or service. Military leave shall be without loss of status, efficiency rating, pay, or benefits during the first 30 working days of such leave. The term "teachers" includes all certified personnel of the district whose positions require certification. The payment for the 30 working days is a one-time payment. That is, full salary will be paid during the first 30 working days of the military leave of absence.

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

The positions of all employees called to active duty will be held for them by the district. Any replacement employee will be signed to a temporary contract only, with the understanding that the position will be filled by the returning veteran.

Employee Association Leave

A employee may request a leave of absence to hold office as an officer, director, trustee, or agent of a national, statewide, or school district employee association. The employee requesting employee association leave must provide the district superintendent, or their designee, with proof of election and proof of the term of office for the national, statewide, or school district employee association. Proof of election must include certification by the employee association of the date of the election and the results of the election.

The board of education may, in its sole discretion, grant a request for leave of absence under this section, but such leave will be without pay and without benefits granted by the district, regardless of whether the benefit is paid by the employee on leave or the association for which the employee is serving as an officer, director, trustee, or agent. If the request for employee association leave is granted, the board of education will provide definitive beginning and end dates for the approved leave of absence.

During the employee association leave period, the employee's position with the district will be maintained without advancement on the minimum salary schedule and without accrual of sick leave, personal business leave, or personal leave. Furthermore, the employee on leave will not accumulate service credit within the Teacher's Retirement System of Oklahoma. Following the conclusion of a leave of absence approved by the board of education under this section, the employee may return to their former position or a comparable position.

During the leave of absence, the employee granted leave will be prohibited from accessing district office space.

***PROFESSIONAL LEAVE***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers and the Support Personnel Handbook.

***LEAVE: JURY DUTY***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers and the Support Personnel Handbook.



***MATERNITY LEAVE***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers and the Support Personnel Handbook.

***BEREAVEMENT LEAVE***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers and the Support Personnel Handbook.

***LEAVE OF ABSENCE***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers.

***FAMILY AND MEDICAL LEAVE***

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

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

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

**Definitions**

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

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

- A "child" means a biological, adopted, foster or step child, a legal ward, an individual with an in loco parentis relationship with the employee or military member, and adult children who are physically or mentally incapable of self-care.
- A "serious health condition" is one which requires either in-patient care or continuing treatment by a health care provider. This includes conditions or illnesses affecting health to the extent that in-patient care is required, or absences are necessary on a recurring basis or for more than just a few days. A "serious health condition" does not include short-term conditions for which treatment and recovery are very brief as such conditions would normally be covered by the district's sick leave policies.
- A "year" means a rolling 12-month period measured backward from the date an employee uses any leave.
- A "workweek" means 5 business days.
- A "covered military member" (for purposes of active duty leave) is an individual serving in the Regular Armed Forces or the National Guard and Reserves and who has been called to active duty. Veterans receiving treatment or therapy, or those who are recuperating and were discharged or released for any reason other than dishonorable discharge within the 5 years preceding the employee's request for leave are also included in this definition.

- A “covered military member” (for purposes of servicemember family leave) is an individual serving in the Regular Armed Forces or the National Guard and Reserves who is undergoing treatment or therapy for a serious injury or illness incurred or exacerbated while on active duty.
- A “serious injury or illness” is an injury or illness incurred (or exacerbated) by the servicemember in the line of duty in the Armed Forces or National Guard and Reserves which:
  - may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or
  - resulted in the member receiving a VA Service Related Disability Rating of 50% or more; or
  - substantially impairs the veterans’ ability to be gainful employed; or
  - resulted in the member’s enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

#### Reasons for Leave

All eligible employees who meet FMLA requirements may be granted leave as provided in this policy and required by law for the following reasons:

1. for the birth of a child and to care for such child, or placement for adoption or foster care of a child;
  - If both parents are employed by the district, the combined amount of FMLA leave cannot exceed 12 workweeks
2. to care for a spouse, child or parent with a serious health condition;
3. for a serious health condition of the employee that makes the employee unable to perform his or her job functions;
4. for covered active duty leave with one or more of the following exigencies:
  - Short-notice deployment: employees can take up to 7 calendar days leave to address issues that arise from servicemembers’ call or order to active duty seven calendar days or less prior to the date of deployment;
  - Military events and related activities: employees can take leave to attend official ceremonies, programs, or events sponsored by the military that are related to servicemembers’ active duty or call to active duty or attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to servicemembers’ active duty or call to active duty;
  - Childcare and school activities: employees can take leave to arrange alternative childcare, provide childcare on an urgent, immediate need (but not every day) basis, enroll in or transfer a child to a new school or day care facility, or attend meetings with school or day care staff (such as parent-teacher conferences) due to servicemembers’ active duty or call to active duty;
  - Financial and legal arrangements: employees can take leave to make or update financial or legal arrangements to address servicemembers’ absence while on active duty or call to active duty, such as executing powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System, or obtaining military identification cards and to act as the

servicemembers' representative before governmental agencies to obtain, arrange, or appeal military service benefits while servicemembers are on active duty or called to active duty and for 90 days following termination of active duty status;

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

#### Application For Leave

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

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

In addition to all medical documentation required pursuant to the FMLA, the district may, in its sole discretion and at its own expense, require a second opinion related to the need for FMLA leave. If the first and second opinions differ regarding the need for FMLA leave, the district and the employee shall mutually agree upon a provider to conduct a third opinion of the employee's need for leave. The cost of this third opinion will be paid for by the employer.

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

In the event an employee wishes to request an extension of leave, such request must be promptly submitted to his/her supervisor with supporting documentation from the health care provider regarding the reason for the

extension. The extension is only available as long as the employee does not exceed the maximum leave permitted by the FMLA.

#### Right to Conduct Surveillance

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

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

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

- intermittent leave in connection with the arrival of a new child must be approved by the district;
- employees must coordinate the intermittent leave with their supervisor to attempt to reduce the negative impact of the leave on school operations;
- the district reserves the right to transfer the employee to a position better suited to intermittent leave;
- if an instructional employee will be absent more than 20% of the total working days in the period in which the leave will be used, the district may require the employee to either:
  - take leave for a "particular duration" or time which is not greater than the duration of the planned treatment, or
  - be transferred to an alternative position.

#### Leave Taken Near The End Of An Academic Term

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

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

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

#### The Effect Of Leave On Benefits

During a period of FMLA leave, an employee will be retained on the School District's medical insurance plan under the same conditions that applied before leave began, including making any payments the employee previously made. An employee's failure to timely pay his/her share of the medical premium may result in loss of coverage. The employee is required to pay all of the premiums for any other type of insurance coverage which may exist.

If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the School District for payment of health insurance premiums during the FMLA leave, unless the reason-for the failure to return to work are due to circumstances beyond the employee's control.

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

#### Return to Work

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

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

#### Failure To Return From Leave

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



***RELIGIOUS LEAVES AND ABSENCES***

It is the policy of the Guthrie Board of Education that any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar may be excused by the superintendent without loss of salary.

***EXPENSE REIMBURSEMENT AND TRAVEL EXPENSES***

It is the policy of the Guthrie Board of Education that official school travel for employees will be approved by the building administrator or the superintendent. Requests and arrangements for travel will originate from the appropriate building administrator's office. Travel requests will be made as early as possible and placed on the building calendar as well as the master calendar. Emergency travel will be placed on the respective calendars as soon as possible following the travel.

The school will reimburse reasonable costs, subject to the availability of funds, for approved and documented travel.

Costs that school employees may have paid in their behalf and current reimbursement rates may be obtained by contacting the school encumbrance clerk.

School vehicles, when available, may be used for official business only. Private vehicles may be used when school vehicles are not available. If a school gasoline credit card is used, mileage will not be reimbursed. Mileage expense will be reimbursed at the current IRS allowable rate per mile using the most recent map available when a school gasoline credit card is not used.

Meals will be reimbursed only for travel that requires an overnight stay.

Meals for travel requiring an overnight stay will be reimbursed according to rates established by the U. S. General Services Administration for the destination of the travel.

If meals are included in conjunction with a conference registration, the value of such meals will be deducted from the daily per diem meal allowance.

Claim forms for travel expenses are available in the building administrator's office. The forms will be completed and approved in the respective building and hand-delivered to the business office for payment. Claims must be submitted within 90 days of the completion of travel.

Corporate Credit Cards may be used under the following conditions:

All trips and meetings must be approved and all expenditures must be according to state law as outlined in the "OCAS" manual.

Tentative plans for trips and approximate expenses must be submitted to the business office in advance of the trip.

The custodian of a school activity fund may provide cash advances to sponsors of certain school activities. The cash advances may come only from the school activity sub account directly involved in the travel of such students or sponsor and only if the travel is one of the stated functions or purposes for the establishment of the sub account. Receipts must be turned in to the custodian.

***STAFF PARTICIPATION IN POLITICAL ACTIVITIES***

The Guthrie Board of Education recognizes and supports the right of its employees to be involved in political and union activities and to campaign for candidates and issues. However, the exercise of this right must not interfere with the educational process—the delivery of educational services to the students of this school district. Campaign activities should not be conducted by employees on scheduled duty time and employees who are on duty should not be distracted from their duties by campaign activities conducted by employees who are not on duty. The board has determined that the following regulations are necessary to prevent such disruptions and to ensure that employees are properly performing their duties during the school day:

1. Employees may not engage in campaign activities during scheduled duty time.
2. “Campaign activities” include lobbying other employees for their support or contributions, circulating petitions, distributing literature, and planning or preparing for such activities, whether done individually or with other employees and any of which is done in regard to national, state, or local elections for offices or on referenda questions, including school board, millage levy, and bond issue elections, or in regard to elections for recognition or decertification of any employees’ organization or for officers of any such organization.
3. “Scheduled duty time” means all times at which the employee is scheduled to engage in activities to fulfill his or her obligations under the employment contract, including but not limited to classroom instruction, lesson preparation, parent-teacher conferences, supervision of halls, classes, playgrounds, lunchrooms, or other areas, or of extracurricular activities; or in the case of non-professional staff, their assigned duties in the administrative, food service, transportation, maintenance, or other non-educational support area.
4. Campaign activities may be conducted outside of employees’ scheduled duty time only in those areas of the school facilities which are set aside for employees’ use during other than scheduled duty times.
5. Employees may not direct campaign activities toward other employees who are performing scheduled duties.
6. The use of threats, duress, coercion, or intimidation in campaign activities directed at other employees is prohibited and constitutes grounds for immediate disciplinary action, including dismissal.
7. School bulletin boards and mail boxes may not be used to post or distribute campaign materials.
8. Campaign materials may not be posted on school property.
9. Violation of this policy by any employee is grounds for disciplinary action.

***DECISION-MAKING: STAFF INVOLVEMENT***

It shall be the policy of the Guthrie Board of Education to encourage employee participation in decision-making for the school district. The superintendent is authorized to establish such committees as is necessary to recommend policies and rules for the best functioning of the district.

In the development of rules, regulations and arrangements for the operation of the school system, the superintendent shall include at the planning stage, whenever feasible, any employees who may be affected by such provisions.

The superintendent shall establish, with professional and classified employees communication channels for the exchange of ideas and feelings regarding the operation of the schools. He shall inform the board of such counsel in presenting the recommendations for board action.

***EMPLOYEE GRIEVANCE***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers and the Support Personnel Handbook.

***STUDENTS FUNDRAISING ACTIVITIES***

It is the policy of the Guthrie Board of Education that fund raising activities by students, as representatives of the school, will be permitted on or off school premises only when connected with specific school activities approved by the board of education.

District-wide fundraising activities by students may be done only with the consent of the board of education.

Each request for a fund raising activity must meet the following guidelines:

1. Identify the purpose of the funds and the amount needed for the project.
2. Identify the method to be used and the time needed.
3. Plans for use of excess funds or alternative project if goal is not reached.
4. Accountability of funds raised.

Proceeds from all fund raising activities shall be deposited in the Student Activity Fund.

***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 business manager or to the superintendent's office as soon as possible.

The superintendent or the business manager will submit an Employee's Report of Industrial Injury to the State Compensation Office.

Employees who have filed for Workers' 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.

***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 from one person to another by accident 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.



***ASSIGNMENT OF TEACHERS***

It is the policy of the Guthrie Board of Education that the superintendent and building principal shall, when practicable, cooperatively determine the assignment of teachers. Assignments shall be based upon the requirements of positions and qualifications of teachers. Upon the receipt of a written request, current teachers may be considered for vacancies.

All teachers shall be given notice of any change in their assignments for the forthcoming year. The superintendent may establish regulations governing the assignment of teachers and other professional personnel if he so chooses.

Throughout the school year, teachers shall be assigned to additional, temporary duties. Such duties may include but will not be limited to the following:

1. Hall duty
2. Playground duty
3. Gate duty
4. Cafeteria duty
1. Late bus duty
2. Other duties as directed by the superintendent or principal

***WORK DAY – YEAR***  
***(CERTIFIED AND SUPPORT)***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers and the Support Personnel Handbook.

***FACULTY MEETINGS***

The Guthrie Board of Education believes that the school administrators should schedule faculty meetings as necessary to insure the successful operation of the school program. However, the board believes that administrators should evaluate faculty meetings carefully and schedule only those that are essential.

***PROFESSIONAL DEVELOPMENT***

The Guthrie Board of Education has adopted a plan of professional development and expects each teacher to become familiar with, and meet the requirements of the plan. A copy of the current plan is in the library of each building.

***EVALUATION OF PROFESSIONAL STAFF***

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

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

The superintendent shall be evaluated by the board of education annually pursuant to the district’s policy governing the evaluation of the superintendent. All other administrators shall be evaluated annually by properly trained personnel designated by the superintendent. The evaluation will be based on the district’s TLE model and a written copy of the evaluation will be provided to the administrator. The completed evaluation instrument and any timely administrator response shall be included in the administrator’s personnel file.

After full implementation of TLE, any principal who has received a rating of “ineffective” as measured pursuant to the district’s Oklahoma Teacher and Leader Effectiveness Evaluation System for two (2) consecutive school years shall not be reemployed by the district, subject to the due process procedures provided by law.

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

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

This policy and the evaluation form utilized to effectuate this policy shall promptly be made available to all persons subject to this policy. Nothing in this policy shall require as a condition precedent to dismissal of any administrator that a prior written evaluation be made of the administrator; provided, however, no action to nonreemploy a certified or non-certified administrator shall occur without a written evaluation of the administrator.

**EVALUATION AND OTHER ACADEMIC MEASURES**

All certified staff evaluations will comply with the requirements of the district's Teacher and Leader Effectiveness model.

2013-2014 School Year and 2014-2015 School Year

Qualitative components of the evaluation will count for 100% of the employee's total score. The district will have a pilot program with respect to other academic measures ("OAM") but OAM scores will not be a part of the employee's final evaluation score. Employees are required to participate in the pilot OAM program.

2015-2016 School Year

Quantitative and qualitative components of the evaluation will each be valued at 50% of the employee's total score. Thirty five percent (35%) of the employee's quantitative score will be based on student academic growth as demonstrated through multiple years of standardized test data, and fifteen percent (15%) shall be comprised of OAM scores.

Board Approved Other Academic Measures

The board of education adopts the attached list of OAMs as its approved list. This list provides all options promulgated by the Oklahoma State Department of Education which are currently available to certified personnel within the school district. The board acknowledges that there may be other assessments and options approved by the Oklahoma State Department of Education but which are not available within the school district. The attached list is intended to provide maximum flexibility for certified personnel and is not intended to limit any employee's access to OAMs.

Each employee is entitled to select one (1) OAM from at least two (2) approved, appropriate OAMs. If there are not at least two (2) approved, appropriate OAMs on the list, the superintendent shall make a recommendation to the board of education for approval of additional OAMs. The superintendent will not make recommendations to the board regarding adopting additional OAMs if two (2) approved, appropriate OAMs are already on the approved list.

Because of the difficulty in amassing, reviewing and analyzing data regarding OAMs, no employee will be permitted to use more than one OAM per school year.

The board encourages collaboration among faculty when selecting OAMs in order to create consistency within the school district. By way of example, the board encourages all 5<sup>th</sup> grade English teachers, 9<sup>th</sup> grade science teachers, etc. to consult with each other and agree on the same measures and 5-tier ratings for all employees in the category. Despite the board's preference for this level of professionalism, the board respects each individual employee's right to select an appropriate OAM and related SMART plan.

Employees Who Teach Multiple Grades / Subjects

In the event an employee teaches multiple grades/subjects, the employee will not select an OAM for each grade/subject. Employees teaching multiple grades/subjects are only guaranteed two (2) OAM choices total - not two (2) choices per grade/subject.

### Selection of Other Academic Measures

Certified employees, in conjunction with their supervisor, will annually select an OAM. The OAM selected must meet the following criteria:

- be specific to the employee's job assignment (for employees teaching multiple subjects, the employee may select an OAM which is relevant to any of the subjects);
- reflect student performance which is impacted by the teacher;
- be objectively quantifiable;
- be on the board approved list of OAMs; and
- be approved by the employee's supervisor as outlined below.

### Selection and Approval of OAM and Related Processes

All certified employees must submit a proposed OAM, data sources and SMART plan to his/her supervisor within thirty (30) calendar days of the first day of school. The proposal must be submitted on the attached form. The supervisor shall have five (5) school days to accept or reject the employee's proposal.

Employees and supervisors are expected to work together collegially through this process and only the formal submission and approval/rejection notice are required to be written. If an impasse develops at any point during this process, the employee and the supervisor will begin a mediation process.

### Mediation Process

If an employee and supervisor are unable to agree on an appropriate OAM, data sources and/or SMART plan, either party can request that the superintendent or superintendent's designee meet with the parties to determine an appropriate outcome. In order to request mediation, either party may email designated staff member to request mediation. The superintendent or superintendent's designee will promptly schedule a meeting with both parties and at the conclusion of the conference if the parties still have not reached an agreement the superintendent or superintendent's designee will make a determination. The superintendent or superintendent's designee will provide a written report of the agreement reached or decision made within two (2) school days of the meeting. The superintendent or superintendent's designee's decision is final and non-appealable.

### Extenuating Circumstances

In the event an extenuating circumstance (e.g., student teacher, extended illness, natural disaster, etc.) impacts student achievement after approval of the SMART goal, a reflective analysis will be used in lieu of the OAM score. The analysis must be in depth and provide information regarding the data which is available, the factors which contributed to the data, and the employee's assessment of all factors surrounding the SMART goal.

### Evaluation Timing

The administration is expected to act promptly in gathering data and providing feedback to employees regarding OAMs. However, it is impossible to have all OAM assessment data completed in time to be utilized during the current school year. Accordingly, OAM scores will be included on the employee's subsequent year evaluation.

**Guthrie Public Schools & Oklahoma State Department of Education**

**Approved Other Academic Measures List**

The measures listed below are approved for the Other Academic Measures (OAMs) component of the TLE System. All OAMs meet the definition of Other Academic Measure approved by the Oklahoma State Board of Education based on the recommendations of the TLE Commission.

Category of Measure	Approved Measures	Examples of Possible 5-Tier Rating Scales
State Assessments	<ul style="list-style-type: none"> <li>• End of Instruction (EOI)</li> <li>• Oklahoma Core Curriculum Tests (OCCT)</li> <li>• Oklahoma Alternate Assessment Program (OAAP)</li> <li>• Dynamic Learning Maps (DLM)</li> </ul>	<p>5 – 95% proficient or advanced                      4 – 85% proficient or advanced                      3 – 75% proficient or advanced                      2 – 65% proficient or advanced                      1 – less than 65% proficient or advanced</p> <p>5 – 20% increase in student proficiency                      4 – 15% increase in student proficiency                      3 – 10% increase in student proficiency                      2 – 5% increase in student proficiency                      1 – less than 5% increase in student proficiency</p>
“Off the Shelf” Assessments – Assessments commonly used throughout the state and/or nationally.	<ul style="list-style-type: none"> <li>• Advanced Placement (AP)</li> <li>• Assessments on the ACE Alternate Test List</li> <li>• BEAR /Literacy First</li> <li>• EXPLORE/PLAN/ACT</li> <li>• NWEA MAP Tests</li> <li>• SAT/PSAT</li> <li>• Star Reading</li> <li>• CPAA Test</li> <li>• Battelle</li> <li>• Brigance</li> <li>• K-TEA</li> <li>• Iowa Skills Test</li> </ul>	<p>5 – 100% on grade level                      4 – 90% on grade level                      3 – 80% on grade level                      2 – 70% on grade level                      1 – less than 70% on grade level</p> <p>5 – 20% increase in passing rate                      4 – 15% increase in passing rate                      3 – 10% increase in passing rate                      2 – 5% increase in passing rate                      1 – less than 5% increase in passing rate</p>



Category of Measure	Approved Measures	Examples of Possible 5-Tier Rating Scales
A-F Report Card Components	<ul style="list-style-type: none"> <li>• Overall School Grade or GPA</li> <li>• Student Academic Performance Grade</li> <li>• Student Growth Grade</li> <li>• Whole School Performance Grade</li> <li>• Any A-F Report Card Component (e.g., Graduation Rate, Bottom 25% Growth)</li> </ul>	<p>5 – A on an individual component                      4 – B on an individual component                      3 – C on an individual component                      2 – D on an individual component                      1 – F on an individual component</p> <p>5 – Improvement of GPA by one point                      4 – Improvement of GPA by one-half point                      3 – Improvement of GPA by one-quarter point                      2 – Same GPA                      1 – Lowered GPA</p>
Student Competition	<ul style="list-style-type: none"> <li>• National, State, Area, or Regional Competitions (Sponsored by OSSAA or similar Organization)</li> <li>• Robotics Competitions</li> <li>• State Science Fair</li> </ul>	<p>5 – 1st or 2nd place in area competition                      4 – 3rd or 4th place in area competition                      3 – 1st or 2nd place in regional competition                      2 – Invitation to regional competition                      1 – No invitation to regional competition</p> <p>5 – 20% increase in students who qualify to compete                      4 – 15% increase in students who qualify to compete                      3 – 10% increase in students who qualify to compete                      2 – 5% increase in students who qualify to compete                      1 – less than 5% increase in students who qualify to compete</p>
Miscellaneous	<ul style="list-style-type: none"> <li>• IEP Goal Attainment</li> <li>• Service Learning Project Portfolios</li> <li>• Student Community Service Project Portfolios</li> <li>• Teacher/Leader Portfolios</li> <li>• Third Grade Promotion</li> <li>• State-, District- and/or Consortium-Developed Benchmark Assessments</li> </ul>	<p>5 – 100% of Students Meeting All IEP Goals                      4 – 90% of Students Meeting All IEP Goals                      3 – 80% of Students Meeting All IEP Goals                      2 – 70% of Students Meeting All IEP Goals                      1 – Less than 70% of Students Meeting All IEP Goals</p> <p>Each measure in the Miscellaneous Category is unique; therefore, it is not possible to give examples of 5-tier rating scales for each measure. Locally- or regionally-developed rubrics may be needed to establish 5-point rating scales for some of these measures. To the degree possible, the State Department of Education will work with district representatives to develop state models of rubrics and rating scales for these measures.</p>



**Step 5: Establish a 5-Point Rating Scale:**

5 \_\_\_\_\_

4 \_\_\_\_\_

3 \_\_\_\_\_

2 \_\_\_\_\_

1 \_\_\_\_\_

\_\_\_\_\_  
DATE COMPLETED

\_\_\_\_\_  
EDUCATOR'S SIGNATURE\*

\_\_\_\_\_  
ADMINISTRATOR'S SIGNATURE\*

\*Signatures indicate the educator and administrator agree to the goal and 5-point rating scale that will be used in the final evaluation.

**Step 6: Evaluation**

**OAM Rating Score:**

**Evidence or Comments:**

\_\_\_\_\_  
Date Completed

\_\_\_\_\_  
EDUCATOR'S SIGNATURE\*

\_\_\_\_\_  
ADMINISTRATOR'S SIGNATURE\*

\*Signatures indicate that the educator and administrator agree to the factual findings of the ratings assigned.

***EVALUATION AND STUDENT ACADEMIC GROWTH***

The district is committed to complying with all laws and Oklahoma State Department of Education (OSDE) regulations regarding teacher evaluation. Accordingly, after full implementation of the state's TLE system, all teachers and building level administrators will receive an annual performance rating comprised of a qualitative evaluation, a quantitative other academic measure and either a quantitative value added measure, student learning objective or student outcome objective. Prior to full implementation of TLE, all certified employees are required to participate in the district's pilot program regarding student academic growth.

The district has separately adopted individual policies regarding the general evaluation process and other academic measures in addition to this policy regarding student academic growth.

The board has made each of the decisions outlined in this policy in an attempt to ensure the efficient operation of the district while providing fairness and flexibility to employees. The board expects that the administration will provide adequate training to all affected employees. The Executive Director of Personnel will coordinate the district's SLO/SOO program.

**Value Added Measures**

District teachers who receive a value added score from the OSDE are required to use that score as their student academic growth score for purposes of evaluation.

**Student Learning Objectives (SLO) and Student Outcome Objectives (SOO)**

Employees subject to this policy who do not receive a value added score from OSDE ("educators") must create either a SLO or SOO to use as their student academic growth score for purposes of evaluation in accordance with this policy.

**Timeline / Required Monitoring and Meetings**

Educators must submit their SLO/SOO proposal annually on the district's approved form before the date established by individual supervisors. The supervisor will either approve the SLO/SOO within ten (10) school days of submission or will advise the educator of changes required to the plan. Both the educator and the supervisor will initial the final document and each will maintain a copy of the SLO/SOO.

The educator and his/her supervisor will meet at approximately the middle of the interval of instruction to check the progress of the SLO/SOO and make any necessary modifications to the plan. Deviations from a previously approved plan will only be allowed at the discretion of the supervisor. Employees who request a deviation must have a compelling reason, supported by documentation, for the modification. Types of circumstances which might justify a deviation include students who do not attend the educator's class for at least 85% of the interval of instruction or a teacher being on leave for more than 15% of the interval of instruction. The supervisor's decision regarding whether to grant a deviation is final.

The educator and his/her supervisor will also meet at the conclusion of the instructional interval to reflect on the SLO/SOO and consider ways in which the educator was successful and ways in which adjustments and improvement for the upcoming school year would be beneficial.

All meetings required by this policy may be conducted in conjunction with another meeting at the discretion of the supervisor.

**SLO/SOO Plan Development**

Because of the time involved in creating, reviewing and monitoring these plans, educators will be limited to one (1) SLO/SOO per year. All educators must submit an individual SLO/SOO, although the board encourages educators to collaborate to write SLOs/SOOs which are similar within departments. All SLO/SOO plans will be approved by the educator's direct supervisor. The supervisor has final authority regarding all aspects of the plan.

SLOs/SOOs must meet each of the following guidelines:

- Require rigorous but attainable student growth.
- Demonstrate student academic growth impacted by the educator in order to provide actionable feedback.
- Be developed based on training provided by or approved by OSDE.
- Comply with the district's quality checklist.
- Include an interval of instruction which is either one (1) semester or one (1) school year, depending on the assessment chosen.
- Focus on essential skills and course content rather than all state standards covered in the class (SLOs only).
- Be implemented at the course level, if possible. If a course level plan is not possible, the plan must be a class level plan and if a class level plan is not possible, be a tiered plan.
- Answer the following questions:
  - What are the most important knowledge/skill(s) I want my students to attain by the end of the interval of instruction?
  - Where are my students now (at the beginning of instruction) with respect to the objective?
  - Based on what I know about my students, where do I expect them to be by the end of the interval of instruction?
  - How will they demonstrate their knowledge/skill(s) at the end of the interval of instruction?

**Data Collection and Storage**

All SLO/SOO plans must use appropriate baseline / trend data collected from either formal assessments, performance tasks graded with a rubric, portfolios, or cumulative projects. This data will be stored at the site level. The superintendent will annually provide a list of assessment data which is available for teachers to use when creating their plans.

Scoring

Educators are expected to score their plans and provide the results to their supervisor in advance of their summative evaluation conference. Supervisors will review the scoring and may make any necessary adjustments. The score will be based on the SLO scoring table.

**Quality Checklist –  
Student Learning Objectives**

	<i>What are the most important knowledge and skills I want my student to attain by the end of the interval of instruction?</i>	<i>Where are my students now (at the beginning of instruction) with respect to the objective?</i>	<i>How will students demonstrate their knowledge and skills at the end of the interval of instruction?</i>	<i>Based on what I know about my students, where do I expect them to be by the end of the interval of instruction?</i>			
	<b>Focus / Content</b>	<b>Interval of Instruction</b>	<b>Student Population</b>	<b>Baseline / Trend Data</b>	<b>Assessment(s) / Evidence</b>	<b>Growth Targets</b>	<b>Rationale for Targets</b>
<b>Required</b>	Identifies relevant, available standards (state, national, or professional)  Clarifies the content that the SLO will cover	Matches the length of the course (e.g. semester or full year)	Identifies students included in the SLO  Identifies contextual factors that may affect individual student growth	Identifies sources of information  Describes skills and knowledge of student population	Identifies assessment(s) or evidence aligned to the course content of the SLO  Describes assessment(s) or evidence that will be used to measure student growth	Ensures all students in the SLO have a rigorous and attainable growth target	Explains how the growth target was developed  Explains why the growth target is appropriate for the student population
<b>Preferred</b>	Describes how SLO content aligns with relevant, available standards (state, national, or professional)  Specifies how the SLO will address the most important course content	NA	Describes the student population as a whole  Describes contextual factors that may affect individual student growth	Draws on trend data, if available	Identifies assessment(s) or evidence that have been reviewed by content experts	Identifies baseline or pre-assessment data to determine appropriate growth	Incorporates a variety of data sources that includes trend data in setting growth targets

**Quality Checklist – Student Outcome Objectives**

	<i>What are the most important knowledge and skills I want my student to attain by the end of the interval of instruction?</i>		<i>Where are my students now (at the beginning of instruction) with respect to the objective?</i>		<i>How will students demonstrate their knowledge and skills at the end of the interval of instruction?</i>	<i>Based on what I know about my students, where do I expect them to be by the end of the interval of instruction?</i>	
	<b><i>Focus / Content</i></b>	<b><i>Interval of Instruction</i></b>	<b><i>Student Population</i></b>	<b><i>Baseline / Trend Data</i></b>	<b><i>Assessment(s) / Evidence</i></b>	<b><i>Growth Targets</i></b>	<b><i>Rationale for Targets</i></b>
<b><i>Required</i></b>	Identifies relevant, available standards (state, national, or professional)  Clarifies the focus area of the SOO	Matches the length of the teaching assignment (e.g. semester or full year)	Identifies students included in the SOO  Explains why the student population was selected  Identifies contextual factors that may affect individual student growth	Identifies sources of information  Describes skills, knowledge or characteristics of student population	Identifies assessment(s) or evidence aligned to the focus area of the SOO  Describes assessment(s) or evidence that will be used to measure student growth	Ensures all students in the SOO have a rigorous and attainable growth target	Explains how the growth target was developed  Explains why the growth target is appropriate for the student population
<b><i>Preferred</i></b>	Describes how SOO focus area aligns with available state standards or national organization expectations  Specifies how the SOO address important outcomes	NA	Describes the student population as a whole  Describes contextual factors that may affect individual student growth	Draws on trend data, if available	Identifies assessment(s) or evidence that have been reviewed, endorsed or informed by content experts (state, national or professional organizations)	Identifies baseline data to determine appropriate growth	Incorporates a variety of data sources that includes trend data in setting growth targets

**Employee Proposal –  
Student Learning Objectives / Student Outcome Objectives**

Name: \_\_\_\_\_  
School Year: \_\_\_\_\_ Proposal Date: \_\_\_\_\_  
Certification No.: \_\_\_\_\_  
Grade/Subject: \_\_\_\_\_  
Proposed SLO/SOO: \_\_\_\_\_

**1. What are the most important knowledge and skills I want my students to attain by the end of the interval of instruction?**

A. Focus/Content

What are the standards, skills, outcomes or content that will be the focus of this SLO/SOO?

\_\_\_\_\_  
\_\_\_\_\_

B. Interval of Instruction

\_\_\_\_\_ to \_\_\_\_\_

**2. Where are my students now (at the beginning of instruction) with respect to the objective?**

A. Student population

Which students will be included in this SLO/SOO?

\_\_\_\_\_

What student characteristics might affect this SLO/SOO?

\_\_\_\_\_

B. Baseline / Trend Data

What does your available student data tell you about the skills, characteristics and knowledge of the SLO/SOO student population?

\_\_\_\_\_  
\_\_\_\_\_

**3. How will students demonstrate their knowledge and skills at the end of the interval of instruction?**

A. Assessment Data

What assessment(s) or evidence will be used to show student growth?



\_\_\_\_\_  
 Why did you select this/these assessment(s)?  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. Based on what I know about my students, where do I expect them to be by the end of the interval of instruction?**

A. Growth Target(s)

What amount of growth is expected for all students to demonstrate during the interval of instruction?

\_\_\_\_\_

B. Rationale for Growth Target(s)

What are the growth target(s) appropriate for each student or groups of students, as determined from student characteristics and baseline or trend data?

\_\_\_\_\_  
 \_\_\_\_\_

**Scoring Rubric**

SLO/SOO Score	Percentage of students who met or exceeded growth target
5.0	90 - 100
4.5	85 - 89
4.0	80 - 84
3.5	75 - 79
3.0	70 - 74
2.5	65 - 69
2.0	60 - 64
1.5	55 - 59
1.0	54 or less

\_\_\_\_\_  
 Employee Signature

\_\_\_\_\_  
 Date

*I have reviewed and approved this plan:*

\_\_\_\_\_  
 Supervisor Signature

\_\_\_\_\_  
 Date

*To be completed after the interval of instruction  
 when all data has been collected and calculated*

Earned SLO/SOO Score: \_\_\_\_\_

Evidence / Comments:

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\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature & Certificate Number

\_\_\_\_\_  
Date

***PERSONNEL FILES***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers.

***SUSPENSION, DISMISSAL AND NONREEMPLOYMENT OF TEACHERS***

Suspension, dismissal, and nonrenewal of certified personnel shall be as provided by law and in accordance with applicable regulations of the OSDE.

**SUSPENSION, DEMOTION, TERMINATION OR NONREEMPLOYMENT OF  
SUPPORT EMPLOYEES**

1. Definitions
  - A. "Support Employee" shall mean an employee of the district who provides those services, not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of the district.
  - B. "Full-time Support Employee" shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employee and who is employed by the district for a minimum of 172 days per year.
  - C. "Suspension without pay" shall mean the temporary denial of a support employee's right to work and receive any pay and other benefits during the term of the suspension. "Suspension without pay" may be as a disciplinary measure as provided in paragraph 4.B(1), below or as a suspension pending investigation as provided in paragraph 4.B(2), below. If a final decision is made under the procedures stated below that a suspension without pay was improper, the support employee shall receive full pay and other benefits for the period of suspension.
  - D. "Suspension with pay" may occur in those situations in which the superintendent or his or her designee, or a supervisor of the support employee perceives a significant hazard in keeping the support employee on the job, in which event the support employee may be asked to immediately leave the district's premises and the support employee is temporarily relieved of his or her duties pending a hearing under paragraph 4, below.
  - E. "Demotion" shall mean a reduction in pay during the term of the support employee's contract. "Demotion" shall not mean a change in job description or work assignment or duties.
  - F. "Termination" shall mean the discharge of the support employee from his/her employment with the district during the term of his/her contract and does not include the cessation of employment upon expiration of the support employee's contract.
  - G. "Non-reemployment" shall mean the failure to offer a support employee a new contract for the next successive school year after the contract under which the support employee is presently employed has expired.
2. Policy On Suspension, Demotion, Termination Or Non-Reemployment Of Full-Time Support Employees

A full time support employee who has been employed by the district for more than one year shall be suspended, demoted, terminated or non-reemployed during the term of his/her contract only for cause as provided in this policy. In addition to the definition of cause stated in section 3 of this policy, "cause" shall also specifically include lack of funds or lack of work. Any support employee who has been employed by the district for less than one year (12 months) is not entitled to invoke the procedures of this policy and such employee's contract can be terminated at any time without cause.
3. Cause For Suspension, Demotion, Termination Or Nonreemployment
  - A. A support employee may be suspended, demoted, terminated or non-reemployed during the term of his/her contract for any of the following:

- i. Violation of any rule, regulation or requirement issued by the office of the superintendent or board of education of the district; or
    - ii. Conduct not otherwise specified in the above rules, regulations or requirements which constitutes insubordination, neglect of duty, incompetency in job performance, dishonesty, or causing or allowing damage, destruction or theft of school property.
  - B. The rules, regulations and requirements referred to above and the Rules for Conduct shall be furnished to each support employee at the time of his/her initial employment. In the vent these rules are updated, a copy shall be timely distributed to support employees.
- 4. Procedures For Suspensions Without Pay, Terminations And Demotions
  - A. Any full-time support employee is subject to disciplinary action in the form of a suspension without pay, demotion or termination. Prior to instituting any such disciplinary action the full-time support employee shall receive the following hearing rights:
    - i. The superintendent of schools or his or her designee shall orally advise the support employee of the cause or basis for the proposed disciplinary action;
    - ii. The superintendent of the district or his or her designee shall explain to the support employee the evidence against the support employee;
    - iii. The superintendent of the district or his or her designee shall allow the support employee an opportunity to present his or her side of the matter.
  - B. After the support employee is afforded the above hearing rights the superintendent of the district or his or her designee may take any of the following actions:
    - i. Suspension without pay for ten (10) working days or less as a disciplinary measure;
    - ii. Suspension without pay pending investigation as to whether cause exists for the termination of the support employee;
    - iii. Demotion of the support employee;
    - iv. Termination of the support employee;
    - v. Conclude that no disciplinary action is appropriate.
  - C. The support employee shall have the right to appeal to the board of education a suspension without pay as a disciplinary measure, a demotion or a termination as set forth in the Procedures for Appeal to the board of education in section 6 below.
- 5. Procedures For Non-Reemployment

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

- A. The board of education or the superintendent of the district or his or her designee shall advise the support employee, in writing, of the board's intention to consider and act on the non-reemployment of the support employee for the subsequent fiscal year;
  - B. The written notification shall set out the cause(s) for such action;
  - C. The support employee shall have the right to contest his or her non-reemployment before the board of education as set forth in the Procedures for Appeal to the board of education in section 6 below.
6. Procedures For Appeal To The Board Of Education
- A. After any suspension without pay as a disciplinary measure, or prior to the effective date of any demotion, termination during the term of his/her contract or non-reemployment, the support employee shall receive notice of his/her right to a hearing before the board of education as herein provided.
  - B. All notices shall be sent to the support employee by certified mail at the address of the support employee shown on the school records. If the support employee refuses to accept the notice or fails or refuses to pick up the notice after being notified by the post office to do so, then the support employee shall be deemed to have received the notice on the date that the notice was postmarked. The postmark shall be used to determine the timeliness of the notice.
  - C. A support employee who has been notified in writing of his/her suspension without pay as a disciplinary measure, demotion or termination during the term of his/her contract or non-reemployment may notify the clerk of the board of education of the district within ten (10) working days of the postmark on the notice if the support employee desires a hearing before the board of education. If the support employee fails to notify the clerk of the board of education of the district in writing within ten (10) working days of the postmark on the notice that the support employee requests a hearing, the support employee shall be deemed to have waived the right to a hearing and the suspension without pay as a disciplinary measure, demotion or termination action shall be final and, in the case of a non-reemployment, the board may take final action to non-reemploy the employee without further notice or hearing rights.
  - D. Hearing before board of education:
    - i. Upon timely notice as set forth above, the support employee shall be entitled to a hearing before the board of education. The hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting of the board of education if the request for the hearing was received at least ten (10) days prior to the next, or next succeeding, regularly scheduled board of education meeting. At the request of the support employee or at the discretion of the board of education, the board of education shall call a special meeting to conduct the requested hearing, which special meeting shall be held no earlier than ten (10) days nor later than thirty (30) days after receipt of the support employee's request.
    - ii. At the hearing before the board of education, the support employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by the district, to present witnesses on his/her behalf and to present any relevant evidence or statement which the support employee desires to offer. The hearing shall be conducted in "open" session. The hearing shall commence with a statement to the support employee of his or her rights at the hearing. Following this statement, the district administration shall present facts showing the cause for the support employee's suspension without pay as a disciplinary measure, demotion, termination or non-reemployment. The burden of proof shall be

upon the district administration. The support employee shall then have the right to present his/her side of the matter. After both the district administration and the support employee have fully presented their respective positions, the board of education shall deliberate on the evidence in executive session. The board of education shall announce its findings and decision immediately in open session by individual voice vote. The decision shall be made by a majority of the board of education members present at the meeting.

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

7. **Miscellaneous**

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

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



***SUPPORT EMPLOYEE RULES FOR CONDUCT***

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

1. Falsification of personnel or other records.
2. Unexcused failure to be at work station at starting time.
3. Leaving work station without authorization prior to lunch periods, or end of work day.
4. Abandonment of job (3 or more consecutive or non-consecutive absences in a rolling 6 month period without following the proper reporting procedures).
5. Unapproved or excessive absenteeism.
6. Chronic absenteeism for any reason.
7. Unapproved or excessive tardiness.
8. Chronic tardiness.
9. Wasting time or loitering during working hours.
10. Leaving work area during work hours, without permission, for any reason.
11. Possession of weapons on school premises or in school district vehicles or while on duty. Support personnel who are either (a) over the age of twenty-one (21) or (b) who are a military member or veteran and over age eighteen may possess a handgun in the school parking lot but that weapon must be stored in the employee's vehicle pursuant to Oklahoma law.
12. Removing school district property or records from school district premises without proper authority.
13. Willful abuse, misuse, defacing, or destruction of school district property, including tools, equipment, or property of other employees.
14. Theft or misappropriation of property of employees, students or of the school district.
15. Sabotage.
16. Distracting the attention of others.
17. Refusal to follow instructions of supervisor.
18. Refusal or failure to do work assignment.
19. Unauthorized operation of machines, tools, or equipment.
20. Threatening, intimidating, coercing or interfering with employees or supervisors.
21. Threatening, intimidating, coercing or exploiting students or others connected with the district.

22. The making or publishing of false, vicious, or malicious statements concerning any employee or supervisor.
23. Creating a disturbance on school premises including but not limited to engaging in quarrelsome behavior and fighting.
24. Creating or contributing to unsanitary conditions.
25. Actions or omissions that jeopardize the health, safety, life or property of self or others.
26. Practical jokes injurious to other employees, students or school district property.
27. Possession, consumption, or reporting to work under the influence of beer, alcoholic beverages (including wine), non-prescribed drugs, or controlled dangerous substances.
28. Disregard of known safety rules or common safety practices.
29. Unsafe operation of motor driven vehicles or equipment.
30. Operating machines or equipment without using the safety devices provided.
31. Gambling, lottery, or any other game of chance on school district property.
32. Unauthorized distribution of literature, written or printed matter of any description on school district property.
33. Posting or removing notices, signs, or writing in any form on bulletin boards of school district property at any time without specific authority of the administration.
34. Poor workmanship.
35. Immoral conduct or indecency including abusive and/or foul language.
36. Excessive personal calls during working hours, except for emergencies. This includes in-coming and out-going calls.
37. Walking off job.
38. Clocking in or out on another employee's time card or time sheet.
39. Smoking or using tobacco products in an unauthorized area including the use of e-cigarettes, personal vaporizers and other similar devices, regardless of whether those devices are used with cartridges containing nicotine.
40. Refusal of job transfer, if the transfer does not result in a demotion.
41. Abuse of "breaks" (rest periods) or meal period policies.
42. Insubordination of any kind.
43. Dishonesty of any kind, including withholding pertinent information from a supervisor.

44. Wrongdoing of any kind.
45. Violation of a law or regulation.
46. Sexual harassment of an employee, a student or a third party such as a patron or vendor.
47. Engaging in discriminatory conduct (including discrimination based on race, religion, color, national origin, sex, sexual orientation, gender expression, gender identity, pregnancy, disability, genetic information, veteran status, or age) against an employee, student, or third party.
48. Violation of a policy or rule enacted to ensure orderly and proper job performance or for the safety of self or others.
49. Misuse or abuse of any school district leave policy or guidelines.
50. Any intentional act or omission which constitutes a material or substantial breach of job duties, responsibilities or obligations.
51. Any conduct which the employee knew or should have reasonably known was a violation of school rules or policies.
52. When it is in the best interest of the school district, any support personnel may be suspended, demoted, terminated or nonreemployed.
53. Because of the difficulty of retaining competent support employees on a temporary basis over an extended period of time, a support employee shall be subject to termination or nonreemployment for inability to perform the essential job requirements if the employee is unable due to illness or accidental injury to return to work for his or her regularly scheduled hours and to perform all of the essential duties of the position (with or without reasonable accommodation) within 12 work weeks or the number of work days equal to the employee's total accumulated sick leave days, whichever is longer, measured from the date of the first absence due to the condition resulting in the extended absence.
54. Unauthorized access of a computer, mobile phone or website.

GUTHRIE PUBLIC SCHOOLS

NOTICE TO SUPPORT EMPLOYEE OF
SUSPENSION WITHOUT PAY, DEMOTION OR TERMINATION

\_\_\_\_\_, 20\_\_\_\_\_

TO: \_\_\_\_\_
name
\_\_\_\_\_
address
\_\_\_\_\_
address

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, an initial hearing was held concerning your employment status.
This will notify you of: [mark the applicable item]

\_\_\_ A. Suspension Without Pay as a Disciplinary Measure.

You have been suspended from your employment without pay and other benefits as a disciplinary measure from
\_\_\_\_\_, 20\_\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_ B. Demotion Action.

You have been demoted from \_\_\_\_\_ to \_\_\_\_\_, with appropriate
reduction in pay and other benefits, effective \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_ C. Termination Action.

You have been terminated, effective as of \_\_\_\_\_, 20\_\_\_\_\_.

The above action has been taken for the following cause or causes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are entitled by law to a hearing before the Board of Education on this action. If you desire to exercise this right, you must notify the Board of Education in writing within ten (10) working days of the postmark on the envelope in which this notice is sent. FAILURE TO REQUEST A HEARING WITHIN THE ABOVE TIME WILL RESULT IN THE LOSS OF YOUR RIGHT TO A HEARING. ENCLOSED FOR YOUR CONVENIENCE IS A HEARING REQUEST FORM. IF YOU DESIRE A HEARING ON THE ABOVE ACTION, THE ENCLOSED HEARING REQUEST FORM SHOULD BE DELIVERED TO THE CLERK OF THE BOARD OF EDUCATION AT THE GUTHRIE SCHOOL DISTRICT, GUTHRIE, OKLAHOMA, OR MAILED BY CERTIFIED MAIL TO THE SAME PERSON AT THE GUTHRIE SCHOOL DISTRICT, GUTHRIE, OKLAHOMA.

If you request a hearing you will be notified in writing of the date, time and place of the hearing. The hearing will be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the hearing request is received at least ten (10) days prior to the next, or the next succeeding regularly scheduled Board of Education meeting. However, you have the right to request a special board meeting to conduct the hearing, which special meeting will be held no earlier than ten (10) days nor later than thirty (30) days after receipt of your hearing request.

You have the following hearing rights: the right to be present in person; the right to be represented by counsel of your choice; the right to present evidence and witnesses on your behalf; and the right to confront and cross-examine witnesses on behalf of the school administration. The Board of Education at the hearing may affirm, modify or reverse the above action and may increase or decrease the severity of the above action. The decision of the Board of Education will be final.

Yours very truly,

---

Superintendent of Schools

Enclosure:      Hearing Request Form

\_\_\_\_\_, 20\_\_\_\_

**By Certified U.S. Mail, Return Receipt Requested,  
Restricted Delivery.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RE: Notice to Support Employee of Proposed Nonreemployment**

Dear Mr./Ms. \_\_\_\_\_:

This is to advise you that the Board of Education intends to consider and act on whether you should not be reemployed with the School District for the 20\_\_\_\_-20\_\_\_\_ fiscal year. The cause for your possible nonreemployment is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are entitled by law to a hearing before the Board of Education on this proposed action. If you desire to exercise this right, you must notify the Board of Education in writing within ten (10) working days of the postmark on the envelope in which this notice is sent. FAILURE TO REQUEST A HEARING WITHIN THE ABOVE TIME WILL RESULT IN THE LOSS OF YOUR RIGHT TO A HEARING. ENCLOSED FOR YOUR CONVENIENCE IS A HEARING REQUEST FORM. IF YOU DESIRE A HEARING ON THE ABOVE PROPOSED ACTION, THE ENCLOSED HEARING REQUEST FORM SHOULD BE DELIVERED TO THE CLERK OF THE BOARD OF EDUCATION AT THE GUTHRIE SCHOOL DISTRICT, GUTHRIE, OKLAHOMA, OR MAILED BY CERTIFIED MAIL TO THE SAME PERSON AT THE GUTHRIE SCHOOL DISTRICT, GUTHRIE, OKLAHOMA.

If you request a hearing you will be notified in writing of the date, time and place of the hearing. The hearing will be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the hearing request is received at least ten (10) days prior to the next, or the next succeeding regularly scheduled Board of Education meeting or at a special meeting called by the Board, at the Board's discretion. However, you have the right to request a special board meeting to conduct the hearing, which special meeting will be held no earlier than ten (10) days nor later than thirty (30) days after receipt of your hearing request.

You have the following hearing rights: the right to be present in person; the right to be represented by counsel of your choice; the right to present evidence and witnesses on your behalf; and the right to confront and cross-examine witnesses on behalf of the school administration. At the conclusion of the hearing, the Board of Education will vote to reemploy or nonreemploy you for the ensuing fiscal year. The decision of the Board of Education is final and nonappealable.

Yours very truly,

---

Superintendent of Schools

Enclosure: Hearing Request Form

**HEARING REQUEST FORM**

TO: Clerk of the Board of Education  
GUTHRIE PUBLIC SCHOOLS  
Guthrie, OK

I hereby request a hearing before the Board of Education on the:

- suspension without pay as a disciplinary measure
- demotion
- termination action
- proposed nonreemployment

concerning my employment. I acknowledge receipt of the Notice dated \_\_\_\_\_, 20\_\_\_\_, concerning such action. I understand that the hearing will be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the hearing request is received at least ten (10) days prior to the next, or the next succeeding regularly scheduled meeting of the Board, or at a special meeting of the Board, at the Board's discretion, unless I check the item below requesting a special meeting of the Board of Education.

I request a special meeting of the Board of Education, to be held no earlier than ten (10) days nor later than thirty (30) days after receipt of this hearing request.

\_\_\_\_\_  
**Signature of Support Employee**

\_\_\_\_\_  
**Date**



***DUE PROCESS FOR ADMINISTRATORS***

When the administration or the Guthrie Board of Education determines that the dismissal or nonreemployment of a full-time certified administrator should be considered the administrator shall be entitled to the following due process procedures:

1. A written statement will be submitted to the administrator **before** the dismissal or nonreemployment advising of the proposed action, listing the reasons for the action, and notifying the administrator of his right to a hearing before the board prior to the action.
2. A hearing by the board will be granted upon the administrator's request before the board takes action on the proposal. Such request for a hearing must be submitted to the board by certified mail, restricted delivery with return receipt requested, no later than ten days after the administrator has been notified of the proposed action.
3. Upon receipt of the administrator's request for a hearing, the board will conduct such hearing at its next regularly scheduled meeting. The failure of the administrator to request a hearing after being properly notified will be deemed a waiver of the right to a hearing and the decision of the board will be final.
4. Pending final determination of an administrator's dismissal or nonreemployment, the board may suspend the administrator if it believes that the immediate suspension is in the best interests of the school district. Such suspension will not deprive the administrator of any compensation or benefits to which the administrator may be entitled. The board will initiate dismissal action within ten days from the effective date of suspension.

***REDUCTION-IN-FORCE  
CERTIFICATED PERSONNEL***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers.

***REDUCTION-IN-FORCE***

***SUPPORT PERSONNEL***

Refer to the Support Personnel Handbook.

***TEACHER ADMONISHMENT***

Refer to the Negotiated Agreement between the Guthrie Board of Education and the Guthrie Association of Classroom Teachers.

***SUBSTITUTE TEACHING***

The Guthrie Board of Education realizes that teachers may occasionally be absent from the classroom and recognizes the need for qualified substitute teachers. Substitute teacher pay will be set for certified and noncertified substitutes and reviewed annually.

**QUALIFICATIONS PRINCIPALS**

It is the policy of the Guthrie Board of Education that persons employed as principals in this school district shall have completed, or be in pursuit of, a Master's degree with emphasis on administration, and that all such persons shall have not less than three years of teaching experience at the level to which they are assigned.

Principals of schools within this public school system are employed to act as administrators in the senior high schools, grades 7 through 12, and the elementary schools, grades K through 6.

The reemployment of principals shall be considered by the board members prior to the regular February board of education meeting each year. The superintendent is directed to inform affected principals of any decisions made by the board.

Principals shall assume administrative responsibility and instructional leadership under the supervision of the superintendent-for discipline and for the planning, operation, supervision, and evaluation of the educational program of the schools to which they are assigned. Principals shall prepare and submit such reports as the superintendent may require for the purpose of reporting to the board, the community, and the State Department of Education. A description of the duties and responsibilities of school principals may be found in the appropriate job description located elsewhere in this manual. Nothing in this policy manual shall be construed as limiting or expanding the terms of the employment contract.

The school principalship is a key position in educational leadership. The principal reports directly to the superintendent of schools, who delegates authority to the principal. The primary function of the principal is to provide leadership which will encourage the staff, the community, and the students to work together toward an excellent school program.

The responsibilities of the school principal can be subdivided into four general categories:

**1. Improving the educational program by providing:**

- A. A reasonable climate of efficiency, cooperation, service and stimulation so that the school program can operate effectively.
- B. Leadership and cooperation in evaluating the effectiveness of the total school program.

**2. Selecting and developing personnel by:**

- A. Actively participating in staff selection or dismissal where necessary.
- B. Working with the staff in the development and administration of sound personnel policies.
- C. Helping the staff with their professional and personal problems.
- D. Providing for the orientation of new staff members and for the maximum growth of both inexperienced and experienced staff members.

**3. Working with the community by:**

- A. Knowing the community.
- B. Taking an active part in the growth and improvement of the community and encouraging the staff to do likewise.
- C. Facilitating community participation in the life of the school.
- D. Providing for interpretation of the school to the community.

**4. Managing the school by:**

- A. Developing an internal staff organization with clear lines of authority and responsibility.
- B. Working with the staff to determine what supplies and facilities are needed and working with the superintendent and his staff to obtain these supplies and facilities.
- C. Planning with the staff for efficient use and maintenance of existing supplies and facilities.

**Major specified powers and duties include:**

1. Carry out policies and directives of the board of education with immediate responsibility to the superintendent.
2. Supervise, direct, and evaluate the work of assigned professional personnel, the general instructional program and classroom management, and assume responsibility for the proper assignment of duties and the placement of teachers.
3. Exercise general supervision over the school grounds, buildings, and equipment in order that a good and safe environment may be maintained.
4. Direct the work of the building custodians.
5. Conduct fire drills to conform with requirements.
6. Administer within the schools the approved policies of the board of education.
7. Keep accurately all student records and transfer them within the system as necessary.
8. Direct all child accounting for the school.
9. Cooperate with directors, coordinators, and appointed superintendent staff members in improving instructions and meeting shared responsibilities.
10. Maintain desirable school—home and school—community relationships.
11. Prepare and transmit to the superintendent records and reports as may be required by the superintendent or the State Board of Education.
12. Suspend pupils for flagrant violation of school regulations. (Written notice of the action should be sent to the superintendent's office.)
13. Make recommendations for personnel dismissal which, when approved by the superintendent, shall be acted upon by the board.
14. Direct and supervise all extracurricular activities within the school.
15. Assume responsibility for the approval of all requisitions for the student activity funds. With regard to student activity funds, the principal shall bring to the attention of the board any requests for transfer of funds between and among the individual accounts within the Student Activity fund.
16. Approve all social affairs given in the name of the school or under its auspices.
17. Coordinate the activities of the principal's school with other schools within the system.
18. Maintain office hours satisfactory to the superintendent.
19. Prepare a written report in the event of a serious accident or disaster, a case of vandalism, break-in, or unusual damage to buildings and equipment, giving a brief statement of the circumstances and listing equipment and supplies damaged or stolen. Copies of this report are to be sent to the superintendent's office and the business office.
20. Investigate all complaints affecting the principal's school, referring to the superintendent those cases which cannot be adjusted satisfactorily and redress, whenever possible, legitimate grievances.
21. Perform other duties as may be directed by the superintendent.

***SCHOOL BUS DRIVERS***

It is the policy of the Guthrie Board of Education that all bus drivers and assistants successfully complete the state school bus drivers training school.



**CRIMINAL RECORD SEARCH POLICY**

It shall be the policy of this School District that it will obtain the results of a national criminal history record check, as defined by Okla. Stat. tit. 74, § 150.9, of every prospective school district employee and conduct an annual search of the Oklahoma Sex Offender and Mary Rippe Violent Crime Offender Registries with respect to all employees who offer or provide services to children, including but not limited to secondary students. The district shall also obtain an Oklahoma criminal history record check from the Oklahoma State Bureau of Investigation for all prospective teachers.

National Felony Record Search of Prospective Employees

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

1. The district requires a national criminal history record check of every prospective employee as a condition of employment. The district also requires an Oklahoma criminal history record check for every prospective teacher;
2. To enable the district to request the search and obtain the results, the applicant must complete and sign authorization and release form(s) provided by the district;
3. The district will only request a felony record search if the Superintendent of Schools recommends employment of the applicant;
4. If the Superintendent of Schools recommends employment of the applicant, the applicant must pay the search fee(s);
5. The district will reimburse the applicant for the search fee and the fee for obtaining fingerprints unless the search discloses a prior felony offense conviction;
6. If the Superintendent of Schools recommends employment of the applicant, the applicant must permit himself/herself to be fingerprinted, if applicable, provide a social security number and provide any other information necessary to facilitate the national criminal history record check and/or the Oklahoma criminal history record check; and;
7. The Board of Education shall not have the authority to enter into any written contract with a prospective teacher who does not have an Oklahoma criminal history record check on file with the district. No prospective teacher shall be permitted to perform work or render services to the district without such record check on file. A prospective teacher who has an Oklahoma criminal history record check on file with the district, but is awaiting the results of the national criminal history record check, may perform services for the district subject to the provisions of paragraph 8 below.
8. The applicant, if placed on duty prior to receipt of the national criminal history record check results, will be classified as a temporary employee until the district is notified that the search is clear of any felony conviction(s), within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant. All criminal history record searches will be made in compliance with the Federal Fair Credit Reporting Act.

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

The district may waive the requirement to obtain an initial national criminal record check for any prospective employee who has obtained certification from the Oklahoma State Department of Education within the past twelve (12) months.

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

The School District will also request a national criminal history record check of the name and fingerprints of any current School District employee if the Board of Education recommends a search of that employee's felony record.

#### Felony Record Searches of Current Employees

The following rules apply to requests for record checks regarding current employees of the district:

##### A. General Rules

When the district seeks to obtain a record check regarding a current district employee pursuant to the terms of this policy, the employee who is the subject of that record check must complete and sign an authorization and release form provided by the district. The employee shall permit himself/herself to be fingerprinted, if applicable, provide a social security number and provide any other information necessary to facilitate the record check. The district shall be responsible for the payment of fees associated with record checks regarding current district employees.

##### B. Current Teachers Not Eligible for Retirement

The district will review the personnel records of all certified teachers currently employed by the district who (1) were employed by the district as of May 19, 2020, and (2) **are not** eligible for retirement through the Oklahoma Teachers' Retirement System, in order to determine whether the district has both an Oklahoma criminal history record check from the Oklahoma State Bureau of Investigation (the "OSBI") and a national criminal history record check on file for each teacher. In the event that the district does not have both of the above-referenced record checks on file regarding a teacher, the district will obtain the record check(s) it did not previously have on file for that teacher prior to the deadline for that teacher to renew his or her teaching certificate.

##### C. Current Teachers Eligible for Retirement

The district will review the personnel records of all certified teachers currently employed by the district who (1) were employed by the district as of May 19, 2020, and (2) **are** eligible for retirement through the Oklahoma Teachers' Retirement System, in order to determine whether the district has both an Oklahoma criminal history record check from the OSBI and a national criminal history record check on file for each teacher. In the event that the district does not have both of the above-referenced record checks on file regarding a teacher, the district will obtain the record check(s) it did not previously have on file for that teacher no later than the earlier of (1) July 1, 2022, or (2) the deadline for the renewal of the teacher's teaching certificate.

**D. Other Employees**

The district will review the personnel records of all other current employees of the district who were employed by the district as of May 19, 2020, in order to determine whether the district has both an Oklahoma criminal history record check from the OSBI and a national criminal history record check on file for each employee. In the event that the district does not have both of the above-referenced record checks on file regarding an employee, the district will obtain the record check(s) it did not previously have on file for that employee no later than July 1, 2022.

**E. Record Checks Upon Request of the Board or Superintendent.**

The district will request an Oklahoma criminal history record check and/or national criminal history record check regarding any current school district employee if the board of education or superintendent requests a search of that employee's felony record.

**Felony Record Searches of Substitutes**

The district may, in its discretion, require a national criminal history record search for substitutes of the same type and using the same standards applicable to prospective employees, or it may obtain a current records search, if available, from a school district that employed the substitute in the year preceding prospective employment by school district. Likewise, any person seeking employment as a substitute who has been employed as a full-time teacher by a school district in the State of Oklahoma in the five (5) years immediately preceding application for employment as a substitute, is not required to obtain a national criminal history record check if the teacher produces a copy of a national criminal history record check completed within the preceding five (5) years and a letter from the school district in which the teacher was last employed stating the teacher left in good standing. Similarly, any person seeking employment as a substitute who has been employed as a full-time teacher by school district for ten (10) or more consecutive years immediately preceding application for employment as a substitute and who left full-time employment with school district in good standing is not be required to have a national criminal history record check for as long as the person remains employed as a substitute for consecutive years by school district.

The School district may, in its discretion, require a national criminal history record search for any volunteer, who has substantive contact with minor students, of the same type and using the same standards applicable to prospective employees or some other national criminal history records search that uses social security numbers instead of fingerprints. All felony record searches will be made in compliance with the Federal Fair Credit Reporting Act.

**Annual Search of Sex Offender and Violent Crime Offender Registries**

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

Reference: Okla. Stat. tit. 70, § 5-142; Okla. Stat. tit. 74, § 150.9; Okla. Stat. tit. 57, § 589.

**Guthrie School District**

**AUTHORIZATION AND RELEASE**

This Authorization and Release is executed under penalty of perjury on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, an applicant for employment ("Applicant") with the Guthrie School District.

Applicant understands that the School District's receipt of a national criminal history record check of his/her name and fingerprints is a condition of employment with the School District. Because Applicant desires employment with the School District, Applicant authorizes the School District to request and obtain the results of a national criminal history record check of Applicant's name and fingerprints. Applicant hereby releases Applicant's national criminal history record check results to the School District. Applicant also releases the School District of any and all liability relating to its request for, receipt and use of the search results.

Applicant acknowledges that Applicant has been furnished and understands all of the requirements of the School District's Felony Record Search Policy and agrees to be bound by all of its terms and conditions.

Applicant also agrees to truthfully answer the following questions:

**HAVE YOU EVER:**

	<u>Yes</u>	<u>No</u>
a. Entered a plea of guilty or nolo contendere to a state or federal felony charge?	_____	_____
b. Been convicted of a state or federal felony offense?	_____	_____
c. Been charged with a state or federal felony offense which was reduced to a misdemeanor offense to which you entered a plea of guilty or nolo contendere?	_____	_____
d. Entered a plea of guilty or nolo contendere to, or been convicted of, a state or federal misdemeanor charge involving illegal chemical substances or illegal sexual activity?	_____	_____

Applicant understands that if Applicant is hired by the School District prior to receipt of the results of the national criminal history record check, Applicant will be classified as a temporary employee until notified otherwise by the Superintendent of Schools. Furthermore, Applicant understands that if the school district does not receive the results of the national criminal history record check within sixty (60) days, or the check reveals a prior felony offense conviction, or if Applicant provides a false response to one or more of the above questions, then Applicant will be deemed to have resigned. The Board of Education may accept Applicant's resignation at any time within thirty (30) days after the date the School District was notified of either the unsatisfactory search results or the false response, whichever is later; and Applicant waives Applicant's right to any and all due process procedures to which Applicant might otherwise be entitled under federal and state law and School District policies and procedures.

\_\_\_\_\_  
"Applicant"

**VERIFICATION**

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF LOGAN

\_\_\_\_\_, Applicant, of lawful age and being first duly sworn upon oath, deposes and states: that Applicant is familiar with the statements set forth above; that Applicant has read the foregoing Authorization and Release; and Applicant states that all the matters therein set forth are true and correct.

\_\_\_\_\_  
Applicant

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:  
\_\_\_\_\_

***PERSONAL WIRELESS DEVICES AND ELECTRONIC ACCOUNTS - EMPLOYEES***

The district requires that all individuals devote their full attention to education while at school or during educational activities. Accordingly, the district expects both employees and students to limit their use of personal wireless devices (including, but not limited to, hand-held mobile telephones) and personal electronic accounts at school or when engaged in district-related activities. Wireless devices include, but are not limited to, cell phones, laptops, cameras, GPS systems, any type of device capable of intercepting or recording a conversation, any type of device capable of providing visual surveillance or images, recorders, Google Glass, etc. Electronic accounts include, but are not limited to, accounts that allow digital communication such as email and social media accounts.

Google Glass and similar technology is prohibited on campus by all individuals at all times. Regardless of the type of technology used, no individual may make any type of surreptitious recording of others on district property. Additionally, no person may use any type of technology to remotely monitor, listen to, or view actions occurring at school or school activities. Personal wireless devices not otherwise prohibited shall be turned off and out-of-sight in locations such as restrooms, locker rooms, changing rooms, etc. (“private areas”). The use of any audio/visual recording and camera features are strictly prohibited in private areas. Students who observe a violation of this provision shall immediately report this conduct to a teacher, coach, or the building principal. Employees who observe a violation of this provision shall immediately report this conduct to a supervisor, the building principal or other administrator.

Personal wireless devices may only be used during work time if the use of the device furthers the employee's performance of his/her professional responsibilities. No employee may use work time to engage in any personal electronic or digital communication, Internet activity, gaming, etc.

Employees will make reasonable efforts to use district resources rather than personal wireless devices or personal electronic accounts for electronic or digital communications with other employees, parents, and students and for tasks related to their employment. By using personal wireless devices or personal electronic accounts to communicate with other employees, parents, and students or to perform tasks related to their employment, employees acknowledge that they are creating records that may be subject to Oklahoma’s laws related to Open Records (51 OKLA. STAT. § 24A.1 et seq.). Employees consent to retain and provide access to such communications or records to school district administration upon request. This consent survives any changes in the employment relationship.

Except for authorized transportation employees, no individual may use any personal wireless device while operating a district vehicle or while conducting school business in a personal vehicle.

Authorized Transportation employees are permitted to utilize cell phones for business reasons to make or receive voice calls while operating a school bus or van, provided:

- the employee is using “hands free” technology to make the calls; or
- the employee has safely pulled the vehicle to the side of the road or is otherwise stopped and not impeding the flow of traffic;

Transportation employees are not permitted to text or otherwise use a personal wireless device while operating a district vehicle except as necessary to communicate with law enforcement officials, emergency services, or to and from the district’s central dispatch transportation department.

Personal wireless devices may not be used to photograph or record conversations or events outside private areas without first obtaining consent to record from all parties. In the case of students, permission from the building principal must be obtained. Administrative approval for recordings of students will take into consideration whether prior approval has been granted from parents/guardians and whether the recording would identify a specific category of students such as special education students.

Personal wireless devices may only be shared with students for emergency use.

No employee may use a personal wireless device to engage in conduct which is illegal or which could be construed as inappropriate conduct with a student or students. In the event an employee receives an inappropriate electronic or digital communication from a student or parent, the communication must be promptly reported to the employee's supervisor.

The district fully acknowledges that personal wireless communications devices are the personal property of the employee. Unless an administrator has reasonable suspicion that an employee's personal equipment contains prohibited content, an administrator may not inspect an employee's personal equipment without the employee's express consent.

**Warning:** Possessing, taking, disseminating, transferring, or sharing obscene, pornographic, lewd, or otherwise illegal images, photographs, or communications, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, and other modes of electronic or digital communication) may constitute a CRIME under state and/or federal law. Any person possessing, taking, disseminating, transferring, or sharing obscene, pornographic, lewd or otherwise illegal images, photographs, or communications will be reported to law enforcement and/or other appropriate state or federal agencies, which may result in arrest, criminal prosecution, and inclusion on sexual offender registries.

***PROFESSIONAL CONDUCT BY STAFF***

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

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

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

**Specific Responsibilities**

Essential to the success of ongoing district operations and the instructional program are the following responsibilities, required of all personnel:

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

**Staff - Student Relationships**

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

**Exploitation of a Student**

Exploitation of a student may result from an improper personal relationship encouraged by a teacher, administrator, or support employee. Staff members should be aware that gestures and physical conduct, even though innocent and properly motivated, may be misinterpreted by students or parents. Therefore, teachers, administrators, and support employees must avoid any conduct that might be characterized as evidencing an improper or unprofessional personal attachment toward a student. Sponsors or chaperones shall not sleep in the same rooms with students on overnight activity trips unless the sponsor or chaperone is the parent or legal guardian of the student. Likewise,



instructors, sponsors or chaperones shall not accompany a single student on a trip or activity unless written approval is received from parents or legal guardian of the student and the Superintendent or Superintendent's designee. Sexual or romantic involvement with a student and sexual harassment by any employee, regardless of the student's age or the student's placement in or out of the teacher's class, is prohibited. School officials will seek criminal investigation and prosecution of any employee suspected of engaging in child exploitation.

#### Standards of Behavior

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

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

Staff members are expected to refrain from comments or statements, even in jest, reflecting adversely on any person or group with reference to race, religion, sex, national origin, sexual orientation, or handicapping conditions. Racial, ethnic, or sexual slurs in the presence of students or during work or work related activities or programs constitute unprofessional conduct.

#### Exploitation by Supervisors of Subordinate Employees

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

#### Fiscal Management

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

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

**COMPUTER & INTERNET ACCEPTABLE USE**

**(REFER TO E-41)**

***TOBACCO USE ON SCHOOL PROPERTY***

***(REFER TO F-32)***

**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

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.

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

***LACTATION POLICY***

The purpose of this policy is to provide school district employees who are lactating with accommodations should they desire to express breast milk during the workday while separated from their newborn child.

The board of education shall provide any employee who is lactating reasonable paid break time each day to use a designated lactation room for the purpose of maintaining milk supply and comfort. The break time may run concurrently with any break time, paid or unpaid, already provided to the employee.

The board shall make a reasonable effort to designate a private, secure and sanitary room or other location, other than a toilet stall, where an employee can pump or express her milk or breastfeed her child. The designated area shall be a space where intrusion from co-workers, students and the public can be prevented, and one where an employee who is using this area can be shielded from view.

Reference: 29 U.S.C. § 207(r); Okla. Stat. tit. 70, § 5-149.3