

**REVISED AND ADOPTED BY
THE GLENPOOL BOARD OF EDUCATION
2016 - 2017
SUPPORT EMPLOYEES POLICY HANDBOOK
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Employment

EQUAL EMPLOYMENT

Glenpool Public Schools provides equal employment opportunities for all persons regardless of race, color, creed, sex, age, national origin, pregnancy, gender, gender expression or identity, religion, veteran status, sexual orientation, genetic information, or disability. This policy applies to all staff employees and applicants for employment.

DEFINITIONS OF EMPLOYMENT STATUS

Types of Employment Status:

1. Full time 12 month position July 1 to June 30:
 - employment for 8 hours per day, 40 hours per week, 12 months per year.
 - required to report during school interruption for weather or other unexpected school closings.
 - 12 sick leave days, 15 paid vacation days, given annually.
 - 1 paid business day, 2 unpaid business days.
 - employee categories: mechanical, supervisory, custodial, janitorial, central office, cafeteria manager.
2. Full time 11 month position August 1 to June 30:
 - employment for a maximum of 8 hours per day, 40 hours per week, 11 months per year.
 - do not report during school interruption for weather or unexpected school closings. Days lost on contract due to closings may be made up at the discretion of the supervisor.
 - do not report on school holidays.
 - 11 sick leave days per year.
 - 1 paid business day, 2 unpaid business days.
 - employee categories: building secretaries.
3. Full time 10 month position 10 working days before teachers report, 10 working days after teachers check-out; maximum of 20 working days above teacher schedule
 - employment for a maximum of 8 hours per day, 40 hours per week, 10 months per year.
 - do not report during school interruption for weather or other unexpected school closings.
 - do not report on school holidays.
 - 10 sick leave days.
 - 1 paid business day for 7 and 8 hours per day employees, 2 unpaid business days.
 - employee categories: building secretaries, supervisory, administrative assistant
4. Full time 9 month position 180 days (teacher's schedule):
 - employment for a maximum of 8 hours per day, 40 hours per week, employee categories: janitorial, custodial, combination bus driver/custodial, teacher assistant, paraprofessionals, office assistant, technology specialist
 - employment for a maximum 7 hours per day, 35 hours per week, employee categories: teacher assistants, paraprofessionals, cafeteria personnel
 - employment for a maximum 6 hours per day, 30 hours per week: cafeteria personnel, teacher assistants, combination bus driver/custodial, paraprofessionals, bus driver
 - do not report during school interruption for weather or other unexpected school closings.
 - do not report on school holidays.
 - 9 sick leave days.
 - 1 paid business day for 7 and 8 hours per day employees, 2 unpaid business days.
5. Part time 9 month position, number of days school is in session:
 - employment for a maximum 4 hours per day, 20 hours per week.
 - report on days school is in session: employee categories: bus driver, teacher assistant, cafeteria personnel, supervisory.
 - do not report during school interruption for weather or other unexpected school closings.
 - do not report on school holidays.
 - no sick leave.
6. Temporary - partial year employment for a specific short term contract:
 - days and hours of employment to be dictated by circumstances of contract.
 - do not report during school interruption for weather or other unexpected school closings.
 - do not report on school holidays.
 - no sick leave days.
 - not eligible for renewing contract.
7. Non contracted part time - occasional or irregular hours not subject to contract:
 - part-time seasonal positions.
 - substitutes.

PHYSICAL EXAMINATION

INCLUDING TESTING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WITH REGARD TO THE USE OF ALCOHOL AND ILLEGAL CHEMICAL SUBSTANCES

Physical examinations required for support personnel before employment in certain assignments will be paid for by the Glenpool Public School System. Physical examinations are required for certain support personnel assignments before and during employment.

WORKING HOURS

The Glenpool Public School System operates on a five (5) day or forty (40) hour work week. The work week shall be defined as Sunday 12:00 am to Saturday 11:59 pm. Daily schedules are set for each employee. The workday for most employees will consist of six (6) to ten (10) working hours per day which includes two fifteen (15) to twenty (20) minute rest periods, plus an additional thirty (30) minute to one hour period per day for lunch, as determined by the supervisor.

I. D. BADGES

All school personnel are required to wear identification (I.D.) Badges during their working hours while on school property. Replacement of lost badges will result in a minimal cost to the employee. Badges will be returned to the district upon termination of employment and/or at the close of each school year through the building site check-out process.

OVERTIME

When it is necessary to work in excess of the normal forty hour work week, employees, with the exception of exempt employees as defined in the Fair Labor Standards Act, are to be compensated at one and one-half (1-1/2) times the regular pay rate. Voluntary overtime is strictly prohibited. Employees are not permitted to work overtime without prior written authorization of the employee's supervisor and/or the Superintendent designee. An employee who works overtime without authorization will be subject to discipline up to and including the possibility of termination. If for any reason the employee is unable to obtain approval of overtime prior to working overtime, he/she is required to immediately bring overtime work to the attention of his/her supervisor. Supervisors are required to strictly enforce the District's prohibition of unauthorized overtime. To this end, a supervisor must not allow an employee to work overtime if the supervisor knows or reasonably suspects that the employee is working in excess of hours authorized. A supervisor who fails to take reasonable action to enforce the District's Policy will be subject to discipline up to and including possible termination of employment.

TIME CARDS

Smooth teamwork in a large organization requires regular attendance. Employees must register their attendance on time cards. The employee's signature is required on the time card that are not computerized and at no time should an employee clock in or out on another employee's card. All errors or failures to clock in on the time card should be reported to the supervisor immediately. No corrections can be made on a time card without the supervisor's approval.

PAY

The salary for support personnel in the Glenpool Public Schools is within an overall salary schedule. Compensation for each particular position depends upon the duties, responsibilities, and qualifications required for job performance of the position. New employees are normally paid the minimum rate when first employed for a particular job.

Pay checks will be issued twice each month.

The following deductions will be made each pay period the employee is with the Glenpool Public Schools:

- Federal Withholding Tax
- Oklahoma Withholding Tax
- Social Security
- Medicare Tax

In addition to these, voluntary deductions may be authorized by the employee for the following:
403(b) Tax Sheltered Annuities United Way Funds
Credit Union Additional Insurance
Health Insurance Teacher Retirement (available to those employees who work at least half-time)
All full time employees are eligible to participate in the Districts' Section 125 Flexible Benefit Plan. Annual enrollment period will be held in July of each year.

TRANSFERS AND PROMOTIONS

It is important that each person be in the position for which he/she is best suited, and the one in which his/her skills and abilities are best utilized. When an employee desires to transfer from one job assignment to another within the school system, such a transfer request should be made and approved through the Superintendent, with final approval by the Board.

A promotion is a change in duty assignment requiring a higher level of skills and involving a greater degree of responsibility and pay. An employee's request for promotion will be considered only when his/her supervisor recommends the promotion of the employee.

An employee's original date of employment will be used for employees granted promotion to a category with increased fringe benefits and leave.

CHANGE OF ADDRESS, MARITAL STATUS, ETC.

All employees are required to maintain current and correct records of personal information with the Personnel Office. All personnel records and payroll transactions will reflect the name shown on the employee's social security card. Immediately report any change in home address or telephone number. In addition, any change in marital status, number of dependents, or local person to contact in the event of an emergency must be reported to the Personnel Office. Upon separation from the school system, employees are requested to leave a forwarding address so that appropriate records and forms, i.e., Internal Revenue Service W-2 Forms, may be mailed to them.

RESIGNATION/RETIREMENT

Employees retiring or resigning from employment with the school system are expected to give two weeks notice of their intention to leave. No paid vacation or paid business leave requests will be granted within the two week notice period. Paid sick leave within the two week notice period will be granted at the discretion of the supervisor.

However, full time 12 month employees who retire/resign after completing at least 10 years of employment with the district may receive pay for unused vacation leave up to 15 days. A letter of resignation/retirement giving intended termination date should be sent to the Superintendent. For purposes of this policy, vacation in year of retirement will be prorated to months worked.

RE-EMPLOYMENT

Persons previously employed by the Glenpool Public Schools may be considered for re-employment provided their previous record of employment with the district was good, and that they are recommended for employment by their former supervisor. Persons who are re-employed will have the same status for eligibility of fringe benefits as a new employee.

If the re-employed employee has been out of the employment of the Glenpool Public Schools for more than six (6) months and the designated job requires a physical examination, an examination will be required before re-employment.

Employees who have been terminated, dismissed or suspended may be re-employed only upon the approval of the Superintendent of Schools.

SUPPORT STAFF AUTHORIZED LEAVE WITH PAY

Sick Leave The following policy will be in effect for all support staff employed for a minimum of 175 days per year, 5 hours per day:

Cumulative Sick Leave Total: All support employees who meet the minimum employment requirement may accumulate no more than 120 sick leave days. Support personnel are eligible to make application to participate in the district's Leave Sharing Policy.

Sick Leave Allowance Schedule:

- 9 month employee - 9 days sick leave
- 10 month employee - 10 days sick leave
- 11 month employee - 11 days sick leave
- 12 month employee - 12 days sick leave

All support employees who are eligible for sick leave benefits and are employed for less than a full contract year, according to job category, will receive pro-rated sick leave equal to one day for each month in contract.

Use of Sick Leave An employee may use his/her accumulated sick leave because of:

- A. Personal illness.
- B. Illness in his/her immediate family "defined as spouse, **child (or stepchild), parent, grandparent, grandchild, brother or sister, corresponding in-laws**, or a relative that resides permanently in the home.
- C. Funeral/Bereavement in death of immediate family member (as defined in B)
- D. Doctors appointments (personal or immediate family as defined in B).
- E. Maternity leave.

Sick leave requests for less than one-half day will not be considered. The district reserves the right to require accepted evidence of sickness or injury before allowing any sick leave benefit.

Perfect Attendance: Full-time support employees (6 hrs or more per day) will be entitled to receive a one-time stipend of \$500.00 for not using any sick leave days or days without pay in a school year. The perfect attendance stipend applies only to the use of sick leave and does not include the use of the one paid business leave day. The stipend will be paid at the end of the contract period.

If an employee leaves the employment of the district, the entire accumulated sick leave is forfeited. In the event of subsequent reemployment, no credit is granted for prior sick leave credit.

Accumulated sick leave credit will begin at the start of the fiscal year and will be reduced by one day for each day on which the employee is absent for reasons covered by the sick leave policy.

Business Leave: Each full-time (6 hrs or more) support employee shall receive a maximum of one paid business leave day per contract year. Business leave will not accumulate and must meet the following conditions:

1. Request is made at least 24 hours prior to date leave requested. Exceptions made in obvious emergency situations.
2. Reason for leave qualifies under one of the following acceptable explanations:
 - a. Required business (legal or financial) that could not be conducted outside working hours.
 - b. Household emergencies.
 - c. Funeral.
 - d. Other business with explanation acceptable to supervisor.
3. Additionally, each full-time (6 hrs or more) support employee shall be entitled to two (2) personal business days at full salary deduct. Personal leave will not accumulate from year to year.

Leave to Vote in Elections: A reasonable period of time with full pay shall be granted to each employee for the purpose of voting.

Military Leave of Absence: Glenpool Public Schools shall provide temporary leave:

- (1) for military duty up to 20 calendar days with pay.
- (2) for jury duty with pay, less amounts received for jury service.
- (3) with pay for appearance in legal proceedings affecting the school system except those in which the employee is the defendant or plaintiff.

A copy of the employee's official orders/jury and or court summons must be attached to the request for leave.

Vacation Leave: Paid vacation time is authorized for full-time employees who are employed in a 12 month, 8 hour per day position. Vacation shall be accrued annually according to the following schedule:

Employees with:

- 1 through 9 years service - 10 days
- 10 through 19 years service - 15 days
- 20 or more years service - 20 days

Conditions of Vacation Leave – New Hires: Employees will not be eligible to use accrued vacation leave until they have been in continuous employment at Glenpool School for 90 days. After 90 days, the employee will have accrued two (2) vacation days and be eligible to use accrued vacation leave. Thereafter, the employee will accrue one (1) day per month, maximum of 10, for the remainder of that fiscal year. On the first day of the fiscal year following 90 days of continuous employment, the employee will accrue 10 vacation leave days.

Conditions of Vacation Leave: On the first day of the fiscal year, the employee will accrue the number of vacation leave days in accordance with total years service to Glenpool Schools.

Although the preferred method is for vacation time to be utilized in one-week increments, supervisors are authorized to consider vacation leave request of one day. Vacation leave requests of less than a full day are

discouraged and request for less than one half day (four hours) will not be approved.

All vacation time accrued during a fiscal year must be utilized no later than December 31, following the end of the preceding fiscal year (June 30). Employees will not be compensated for any accrued vacation leave on the date of termination except as provided for under the retirement/resignation section. All vacation leave should be requested at least two weeks in advance of the requested dates.

Authorized Legal Holidays with Pay: Each full-time, 12 month employee will receive 15 days of leave per year with full pay for days designated by Glenpool School as legal holidays.

PERFORMANCE APPRAISAL PROGRAM

The Glenpool Board of Education's support personnel evaluation policy, procedures, criteria and instruments are adopted for the purpose of improving the job performance of all non-certified personnel and to determine the quality of their work in regard to re-employment.

- I. **SEQUENCE:** *All new personnel* will be evaluated in writing twice per year, within the first 45 days of employment, and prior to March 10. *All non-certified employees with less than two continuous contract years' service to Glenpool Schools* will be evaluated in writing twice per year, once prior to November 10 and again prior to March 10. *All non-certified employees with two or more years' continuous service to Glenpool Schools* will be evaluated once per year in writing prior to March 10. A year's service will be equal to the contracted length of a year's employment (nine, ten, eleven, or twelve month contract). Supervisor and Employee will sign the completed evaluation instrument. Signature by employee does not necessarily indicate agreement, but indicates that the evaluation has been discussed. Employees who wish to respond to written evaluation may do so within 10 calendar days of the date of the evaluation conference. This written response will become a part of the evaluation record.
- II. **DOCUMENTATION:** When necessary, a supervisor may issue a written statement to an employee indicating that a problem exists and outlining the remedies and possible consequences to employee for failure to correct. The degree of the consequences will be consistent with the degree of the problem or violation of policy. A supervisor may elect to evaluate an employee more times than required above.
- III. **COUNSELING:** If an employee's work is not satisfactory in some area, the immediate supervisor will discuss the problem and solution with the employee. Written documentation of the discussion will be added to the employee's evaluation.
- IV. **COMMENDATION:** When appropriate, a supervisor may issue a written statement commending an employee for exemplary service to Glenpool School.
- V. **PROGRAM REQUIREMENTS:** This performance appraisal program is for the purpose of assisting support personnel to improve their job performance and to commend those support employees who provide exemplary service. Nothing in their performance appraisal program shall be considered to be a condition precedent to the suspension, demotion, dismissal or nonrenewal of any support employee. Nor shall failure to comply in whole or in part with any provision of this performance appraisal program prevent any such action.

SUSPENSION, DEMOTION, TERMINATION, OR NONREEMPLOYMENT OF SUPPORT EMPLOYEES

1. **DEFINITION:**
 - A. "Support Employee" shall mean an employee of the School District who provides those services, not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of the School District.
 - B. "Full-time Support Employee" shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employee and who is employed by the School District for a minimum of 175 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/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 School District's premises and the support employee is temporarily relieved of his/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 School District during the term of his/her contract and does not include the cessation of employment upon expiration of the support employee's contract.
- G. "Nonreemployment" shall mean the failure to offer a support employee a new contract for the next successive school year after the contract under which the support employee is presently employed has expired.

2. SUSPENSION, DEMOTION, TERMINATION OR NONREEMPLOYMENT OF FULLTIME SUPPORT EMPLOYEES:

A full time support employee who has been employed by the School District for more than one year shall be suspended, demoted, terminated or non-re-employed during the term of his/her contract only for cause as provided in this policy. In addition to the definition of cause stated in section 3 of this Policy, "cause" shall also specifically include lack of funds or lack of work. Any support employee who has been employed by the School District for less than one year (12 months) is deemed probationary and 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 nonreemployed during the term of his/her contract for any of the following:
 - (1) Violation of any rule, regulation or requirement issued by the office of the Superintendent or Board of Education of the School District; or
 - (2) Conduct not otherwise specified in the above rules, regulations or requirements which constitutes insubordination, neglect of duty, incompetency in job performance, dishonesty, or causing or allowing damage, destruction or theft of school property.
- B. The rules, regulations and requirements referred to above shall be posted in a prominent place at each work location or otherwise communicated in writing to all support employees. The rules, regulations and requirements, which may be revised from time to time, shall state that violation of the rules, regulations and requirements may result in suspension, demotion, termination or nonreemployment during the term of his/her contract.

4. PROCEDURES FOR SUSPENSIONS WITHOUT PAY, TERMINATION 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 such disciplinary action the full-time support employee shall receive the following hearing rights:
 - (1) The Superintendent of Schools or his/her designee shall orally advise the support employee of the cause or basis for the proposed disciplinary action;
 - (2) The Superintendent of Schools or his/her designee shall explain to the support employee the evidence against the support employee;
 - (3) The Superintendent of Schools or his/her designee shall allow the support employee an opportunity to present his/her side of the matter.
- B. After the support employee is afforded the above hearing rights the Superintendent of Schools or his/her designee may take any of the following actions:
 - (1) Suspension without pay for ten (10) working days or less as a disciplinary measure;
 - (2) Suspension without pay pending investigation as to whether cause exists for the termination of the support employee;
 - (3) Demotion of the support employee;
 - (4) Termination of the support employee;
 - (5) Conclude that no disciplinary action is appropriate.
- C. If a support employee is suspended without pay pending an investigation as to whether termination is appropriate, then within five (5) working days after the effective date of the suspension without pay such investigation must be completed and the Superintendent or his/her duly authorized designee shall afford the support employee a second hearing with the same hearing rights as set forth in paragraph 4.A, above. After the second hearing, the support employee shall either be reinstated, with back pay and other

benefits, suspended without pay further as a disciplinary measure (not to exceed a total of 10 working days including the initial days of suspension with pay), demoted or terminated.

- D. The support employee shall have the right to appeal to the Board of Education a suspension without pay as a disciplinary measure, a demotion or a termination as set forth in the Procedures for Appeal to the Board of Education in section 6 below.

5. PROCEDURES FOR NONREEMPLOYMENT:

- A. Prior to being nonreemployed, a full-time support employee who has been employed by the School District for more than one (1) year shall be entitled to the following hearing rights:
 - (1) The Board of Education or the Superintendent of Schools or his/her designee shall advise the support employee, in writing, of the Board's intention not to reemploy the support employee for the subsequent fiscal year;
 - (2) The written notification shall set out the cause(s) for such action;
- B. The support employee shall have the right to contest his/her nonreemployment before the Board of Education as set forth in the Procedures for the 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, or prior to the effective date of any demotion, termination or nonreemployment during the term of his/her contract, 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. The notice shall contain the information provided in the form attached hereto.
- C. A support employee who has been notified in writing of his/her suspension without pay, demotion or termination during the term of his/her contract or nonreemployment may notify the Clerk of the Board of Education of the School District within ten (10) working days of the postmark on the notice if the support employee desires a hearing before the Board of Education. If the support employee fails to notify the Clerk of the Board of Education of the School District in writing within ten (10) working days of the postmark on the notice that the support employee requests a hearing, the support employee shall be deemed to have waived the right to a hearing and the suspension without pay, demotion or termination action shall be final and the Board may take final action to nonreemploy the employee without further notice or hearing rights. All notices required herein shall be mailed by certified mail. The postmark shall be used to determine the timeliness of the notice.
- D. Hearing Before Board of Education:
 - (1) 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.
 - (2) At the hearing before the Board of Education, the support employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by the School District to present witnesses on his/her behalf and to present any relevant evidence or statement which the support employee desires to offer. The hearing shall be conducted in "open" session. The hearing shall commence with a statement to the support employee of his/her rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the support employee's suspension without pay, demotion, termination or nonreemployment. The burden of proof shall be upon the school administration. The support employee shall then have the right to present his/her side of the matter. After both the school administration and the support employee have fully presented their respective positions, the Board of Education shall deliberate on the evidence in executive session. The Board of Education shall announce its findings and decision immediately in open session by individual voice vote. The decision shall be made by a majority of the Board of Education members present at the meeting.
 - (3) As to suspension, demotion or termination, the Board of Education may affirm, modify or reverse the action taken against the support employee, including increasing or decreasing the severity of the original action. As to nonreemployment, the Board may reemploy or nonreemploy the

employee for the subsequent fiscal year.

(4) 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.

Approved 3/7/16

REDUCTION IN FORCE: SUPPORT PERSONNEL

In the event of a need to reduce the number of non-certified personnel, the reduction will be accomplished according to the following criteria:

Reduction by category according to the following:

1. length of service in the district
2. ability to meet requirements of the position
3. qualification by training and experience
4. results of evaluations
5. attendance records

Categories:

1. Office personnel/assistants
2. Bus drivers
3. Maintenance/custodial
4. Child Nutrition personnel
5. Classroom assistants
6. Paraprofessionals
7. Library/media assistants

Notification of termination will be by written notice, with a minimum of two weeks' notice.

Personnel whose positions are eliminated in one category will be considered for a position in another category.

Re-employment of support personnel will be in effect for a period of one year from the effective date of unemployment under this policy. Length of service in the district will be a primary factor in both retention of employees and re-employment of employees. The re-employed support personnel must be qualified for the open position.

LEAVE SHARING

POLICY

The Glenpool Board of Education has established a sick leave sharing program for the donation of sick leave days to and from employees of this district. The program will permit employees to donate sick leave to another district employee who is suffering from or who has a relative or household member who is suffering from catastrophic or life-threatening illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.

The Superintendent of Schools is directed to establish procedures to implement and support this policy.

PROCEDURES

This regulation implements and supports the Leave Sharing Program Policy established by the Glenpool Board of Education. For the purpose of this regulation, the following definitions shall apply:

"Relative of the Employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee;

"Household Members" means those persons who reside in the same home and who have duties to provide financial support to one another. The term includes foster children and legal wards even if they do not live in the household;

"District Employee" means a teacher or any full-time employee of the Glenpool School District who is eligible to receive sick leave benefits.

In order for an employee to participate in the shared leave program, the employee must:

1. Meet the criteria described in this regulation;
2. Have abided by the district policies regarding the use of sick leave.

An employee may donate sick leave to another employee only pursuant to the following conditions:

1. The receiving employee must have exhausted, or will exhaust, all accumulated sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes due to an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature, and which involves the employee, a relative of the employee, or a household member.
2. The condition must have caused, or is likely to cause, the employee to take leave with partial or full loss of pay or to terminate employment.

The donating employee may donate up to three days of sick leave per occurrence provided the donation does not cause the donor's sick leave balance to fall below zero hours. An employee may donate only days that are earned and accumulated.

Prior to using donated sick leave, an employee requesting donated sick leave pursuant to this policy, must provide a written request to the Superintendent of Schools for consideration to receive donated leave. That request must include a description of the circumstances that define the need for donated leave and a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition. A leave review committee will convene to consider the request and make a recommendation to the Superintendent within three days of the receipt of the request. The Superintendent will place the request on the agenda of the Board of Education. A District employee may be eligible to receive donations if the Board determines that the employee meets the criteria described in this regulation and has abided by District policies regarding the use of sick leave.

When using donated sick leave, the receiving employee shall be paid the regular rate of pay normally paid to the receiving employee. Shared sick leave usage records will be maintained separately from regular sick leave records. Shared or donated sick leave may be used only by the recipient for the purposes specified in this policy.

Any shared sick leave not used by the recipient during each occurrence of shared sick leave use shall be returned to the donating employee. If more than one employee donated sick leave to the recipient and all the donated sick leave was not used, the remainder will be prorated to the credit of the donating employees and its original value (based on donor's pay rate) shall be restored.

Participation in this policy is strictly voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purpose of this policy.

AVAILABILITY OF SUMMARY HEALTH INFORMATION

As an employee, the health benefits available to employees represent a significant component of an employee's compensation package. They also provide important protection for the employee and employee's family in the case of illness or injury.

The plan offers a series of health coverage options. To help the employee make an informed choice, the plan makes available a Summary of Benefits and Coverage (SBC), which summarizes important about any health coverage option in a standard format, to help the employee compare across options.

The SBC is available on the web at www.glenpoolps.org. A paper copy is also available, free of charge by contacting the district insurance coordinator.

NON DISCRIMINATION NOTICE AND CONTACT INFORMATION

Glenpool Public Schools does not discriminate on the basis of race, color, national origin, sex, pregnancy, gender, gender expression or identity, religion, veteran status, sexual orientation, genetic information, disability or age in its programs and activities and provides equal access to Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:

Mona Smith, Assistant Superintendent
Glenpool Public Schools, PO Box 1149, Glenpool, OK 74033
Phone: 918-322-9500

Workplace/Working Conditions

TOBACCO-FREE ENVIRONMENT

The Glenpool Board of Education is dedicated to providing a healthy, comfortable, and productive environment for staff, students, and citizens. The Board believes that education has a central role in establishing patterns of behavior related to good health and recognizes the importance of adult role-modeling for students during formative years. Therefore, to promote further the health and safety of all its students and staff, and to promote the cleanliness of all facilities, the Board bans the use of all tobacco products on all district property.

POLICY

Tobacco products, electronic cigarettes and all vapor products by staff, students and members of the public are prohibited on any school property 24 hours per day, 7 days per week which includes non-school hours. This includes classrooms, hallways, rest rooms, locker rooms, work areas, cafeterias, offices, gymnasiums, faculty lounges, stadiums, campus grounds, parking lots and all vehicles owned, leased or operated by the District.

District employees and students will not be permitted to use tobacco or tobacco products while they are participants in any class or activity in which they represent the District. This policy also affects employees of agencies working with students and/or employees of the District, spectators at contests, activities, sports events, and games, and all others authorized to be in or on the District's facilities.

All individuals on school premises share in the responsibility for adhering to and enforcing this policy. Any individual who observes a violation on school property may report it to the building principal or appropriate supervisor.

Appropriate publications and public announcement signs that publicize the prohibition made by this policy will be provided throughout the district.

SAFETY

As required by Oklahoma Statutes, Glenpool Schools provides a safety training program to its employees. Safety procedures will be explained to each employee according to the work performed in his/her department. These procedures have been designed to enable the department to operate safely and efficiently. The employee is expected to conform to these safety practices. Employees are to report and correct unsafe work conditions.

ACCIDENTS

For your protection, the Glenpool Public Schools insists that all injuries be reported immediately to the supervisor of the department. If the accident causes an injury which requires medical attention, the employee will be directed to a medical facility for care.

WORKER'S COMPENSATION

Glenpool Public School is a participant in the Work Net of Oklahoma Certified Work Place Medical Plan. All employees are required to enroll in the plan and utilize the Work Net Network for treatment of all work related injuries. Employees of the Glenpool Public School system are provided full or partial continuation of wages in accordance with Oklahoma law; if an employee is absent from work because of an injury sustained in the performance of his/her job. Before payments are approved, the following conditions must be met:

- (1) The employee must report the accident or injury to his/her supervisor at the time of the occurrence. The supervisor will then be responsible for reporting the accident to the Personnel Office on the proper form.
- (2) The accident must be job-related.
- (3) The injury sustained while performing the job must be physical.
- (4) An employee who suffers a job related injury and is expected to lose one to three days of work will be paid available sick leave. If the employee is expected to lose more than three days of work, he/she will make an election to use a combination of such available leave and worker's compensation benefits or only worker's compensation benefits.
- (5) Health and life insurance benefits, if applicable, will continue to be paid for the employee on worker's compensation leave until termination of employment.
- (6) An employee on worker's compensation leave for more than 30 days will not accrue sick leave or vacation days if applicable.
- (7) A physician's statement of injury and a release to return to work with no restrictions which would limit normally expected job performance must be filed with the Personnel Office before return to work is approved. Exception

- may be considered/granted by Superintendent of Schools.
- (8) Benefits will not be paid if the injury is proven to be due to use of drugs or alcohol.

APPEARANCE

The image that is portrayed as a Glenpool Public School employee through the day-to-day contact with the public, and with work colleagues, has a direct bearing on how the public judges the effectiveness of the school system. It is important that a positive image is displayed. Cleanliness and personal grooming are important and expected.

PROMPTNESS

Employees are expected to be at work on time and to be prompt in resuming from rest and lunch periods. Excessive tardiness could result in suspension or termination of employment. If the employee is going to be late to work because of an unavoidable circumstance, the supervisor should be contacted as soon as possible and informed of the reason.

ABSENTEEISM

Regular job attendance is expected of every employee. An employee who is unable to report for work is to notify his/her supervisor as soon as possible prior to his/her shift so the supervisor may arrange for a temporary replacement and plan the work schedule accordingly. The employee should call in each day of absence. **When providing notification of absence from work assignment, direct communication with a supervisor is required. The employee should initiate contact personally, unless physically unable to perform the task. Voice mail, text, email or other electronic messages are not acceptable means of notification unless authorized by the department administrator.** An unauthorized absence from the job during regular work hours, including absence for a portion of a work day, shall be without pay and could result in suspension or termination of employment

SECURITY

Many jobs performed in the Glenpool Public Schools require the employee to assume responsibility for the security of a building, office, or area. It is important that the employee exercise caution and prudent judgment in maintaining security as required by his/her job performance. If the employee possesses keys in the performance of his/her job, all such keys will be kept secure by the employee and returned to his/her immediate supervisor upon leaving the employment of the district.

PERSONAL INTEGRITY

The employee's responsibility includes ethical conduct in the work place. Respect for the law, observation of work regulations, and a recognition of the rights of others are representative component parts of high personal ethics. A failure to observe these can be the basis for disciplinary action.

RESOLUTIONS OF COMPLAINTS

Complaints shall consist of matters affecting the employer-employee relationship except those specifically covered by School Board policy or regulations. An employee who has a complaint concerning his/her employment shall follow this procedure:

1. The complaint shall be reported to the employee's immediate supervisor within five (5) working days after its occurrence, or after the employee has become aware of its occurrence.
2. The employee shall discuss the alleged complaint first with the immediate supervisor. If it is not satisfactorily resolved, the employee may enter a written request to the Superintendent for a hearing of his/her complaint in the presence of the supervisor.
3. If the complaint involves the immediate supervisor then the employee has the right to immediately petition the Superintendent.
4. A response in writing shall be given to the employee within five (5) working days after the hearing of the alleged complaint.

This procedure is not available to employees who have been suspended or dismissed from the employment of Glenpool Public Schools.

RULES AND REGULATIONS

A support employee may be suspended, demoted, terminated or nonreemployed for violation of any of the following rules and regulations:

1. Falsification of personnel or other records.
2. Unexcused failure to be at work station at starting time.
3. Leaving work station without authorization prior to lunch periods, or end of work day.
4. Excessive unexcused absenteeism.
5. Chronic tardiness.
6. Wasting time or loitering during working hours.
7. Leaving work area during work hours, without permission, for any reason.
8. Possession of weapons on school premises.
9. Removing school district property or records from school district premises without proper authority.
10. Willful abuse, misuse, defacing, or destruction of school district property, including tools, equipment, or property of other employees.
11. Theft or misappropriation of property of employees, students or of the school district.
12. Sabotage.
13. Distracting the attention of others.
14. Refusal to follow instructions of supervisor.
15. Refusal or failure to do work assignment.
16. Unauthorized operation of machines, tools, or equipment.
17. Threatening, intimidating, coercing or interfering with employees or supervisors.
18. The making or publishing of false, vicious, or malicious statements concerning any employee or supervisor.
19. Creating a disturbance on school premises.
20. Creating or contributing to unsanitary conditions.
21. Practical jokes injurious to other employees or school district property.
22. Possession, consumption, or reporting to work under the influence of beer, alcoholic beverages (including wine), non-prescribed drugs, or controlled dangerous substances.
23. Disregard of known safety rules or common safety practices.
24. Unsafe operation of motor driven vehicles.
25. Operating machines or equipment without using the safety devices properly.
26. Gambling, lottery, or any other game of chance on school district property.
27. Unauthorized distribution of literature, written or printed matter of any description on school district property.
28. Posting or removing notices, signs, or writing in any form on bulletin boards of school district property at any time without specific authority of the administration.
29. Poor workmanship.
30. Immoral conduct or indecency including abusive and/or foul language.
31. Excessive personal calls during working hours, except for emergencies, (in-coming and out-going calls).
32. Walking off job.
33. Clocking in or out another employee's time card or time sheet.
34. Smoking and or use of tobacco related products on school premises as defined by Board of Education policy.
35. Refusal of job transfer, if the transfer does not result in a demotion.
36. Abuse of "breaks" (rest periods) or meal period policies.
37. Insubordination of any kind.
38. Receiving two "warning notices", verbal or written, for the same misconduct within 60 days or receiving three "warning notices", verbal or written, for any misconduct within six months.
39. When it is in the best interest of the school district, any support personnel may be suspended, demoted, terminated or nonreemployed.
40. Because of the difficulty of retaining competent support employees on a temporary basis over an extended period of time, a support employee shall be subject to termination or nonreemployment for physical inability to perform the 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 duties of the position within 30 work days or the number of work days equal to the employee's total accumulated sick leave days, whichever is longer, measured from the date of the first absence due to the illness or injury.
41. Failure to comply with rules set forth in school district policy on sexual harassment.

POLICY ON A DRUG-FREE WORKPLACE

In order to maintain a healthy educational and working environment in the District's schools, and to comply with the requirements of the Drug-Free Workplace Act of 1988 for purposes of receiving federal grants, the Board of Education adopts the following policies and regulations:

1. The unlawful use, possession, dispensing, distribution, or manufacture of a controlled substance in any of the District's facilities, on District property (including vehicles) or at a District sponsored function or event is prohibited. Violation of this prohibition is grounds for disciplinary action, including dismissal or nonrenewal of employment.
2. Employees who are engaged in the performance of work under the terms of a federal grant must abide by the prohibition in Paragraph 1 as a condition of their employment. Violation of the prohibition may result in dismissal or non renewal.
3. Employees who are engaged in the performance of work under the terms of a federal grant must notify a District administrator of any criminal drug conviction or violation which occurred at a District workplace within five days after such conviction. Such a conviction shall result in dismissal or nonrenewal.
4. Such a conviction shall be reported by the District's grant administrator to the relevant federal granting agency within 10 days of the notification by the employee or other actual notice.
5. This policy statement shall be included in the District's employee manual, and shall be distributed to all employees at the commencement of each school year.
6. The employee in-service training period prior to the commencement of each school year shall include a review and discussion of the dangers of drug abuse in the workplace, the District's policy for a drug-free workplace, the penalties for violating the policy, and available sources of information, counseling or other assistance regarding drug use.

DRUG AND ALCOHOL TESTING POLICY AND EMPLOYEE ASSISTANCE PROGRAM

Glenpool Independent School district recognizes that the use and abuse of drugs and alcohol in today's society is a very serious problem which has also found its way into the work place. Glenpool Schools also recognizes the significant threat that a drug-impaired employee working the transportation industry can pose to the safety of the worker, co-workers and the general public. In order to address the safety threat presented by the problem of drug and alcohol abuse in the transportation industry, the Department of Transportation, and the Federal Highway Administration have established extensive regulations requiring drug and alcohol testing under certain circumstances. In light of the above, Glenpool Schools has adopted this Anti-Drug Plan to specify the circumstances under which drug and alcohol testing may be required, the procedures for conducting such testing and the methods and procedures for complying with the requirements of the regulations.

Additionally, Glenpool Schools drug and alcohol testing program is incorporated in an overall Anti-Drug Plan that is designed to create a drug-free transportation industry and provide help to those employees who may suffer from problems with substance abuse. The Plan has been developed in compliance with existing federal regulations in a manner which ensures accurate and reliable test results, and thereby contains procedures designed to recognize and respect the dignity and privacy of all of our employees. More importantly, we recognize that our employees are our most valuable resource and we want to assist any employee who feels that he or she may have a problem with substance abuse.

A separate policy defines the employee assistance program of Glenpool Schools, which is also a part of the mandated requirements.

I. POLICY

The use, possession, sale or distribution of illegal drugs or drug paraphernalia, or the improper or abusive use of legal drugs, alcohol or other intoxicating substances while on school district property or other work locations and/or during work hours is strictly prohibited.

- A. The above provision is applicable to all Glenpool Schools employees who perform covered work.
- B. The school district will utilize all reasonable measures to maintain a drug free workplace for its employees, customers, and the general public.
- C. Cooperation and compliance with the Glenpool Schools Drug and Alcohol Testing Policy (as with all other school district policies and procedures) is a condition of continued employment for all employees involved in safety sensitive positions.
- D. The Glenpool Schools Drug and Alcohol Testing Policy is in compliance with the Federal Drug Free Workplace Act of 1988; Federal Highway Administration (FHA) Part 382. All collection and testing procedures will specifically follow the regulations set forth in 49CFR Part 40 for drugs and alcohol.

E. For the purpose of assuring compliance with the above, both employees and applicants for safety sensitive positions will be subject to drug screening.

II. SAFETY SENSITIVE

The Board of Education of Glenpool Schools has established the following factors in designating specific positions as safety sensitive.

A. Drivers of commercial vehicles:

1. with a gross vehicle weight rating of 26,001 pounds or more or combination vehicles (weighing at least 26,001 pounds) or
2. designated to transport 16 or more passengers including the driver, or
3. transporting hazardous materials in amounts requiring placarding.

III. RESPONSIBILITIES:

A. The Board of Education of Glenpool Schools is responsible for the implementation and conformance of Glenpool Schools drug and alcohol testing policy to 49CFR Parts 40, 382 (this includes any contractor personnel, including subcontractors and anyone employed by a subcontractor are subject to drug and alcohol testing if they perform a covered function); and for record keeping and confidentiality of the drug testing process. (This includes maintaining required records with respect to subcontractors.) In addition they are responsible for observing employee behavior and performance in relation to reasonable cause testing.

B. Failure to comply with this policy may lead to disciplinary action up to and including termination from employment.

C. Unless an employee's physician has advised the employee that the controlled substance they are taking does not adversely affect their ability to safely operate a commercial motor vehicle, an employee should not drive under the influence of a prescribed controlled substance.

IV. DRUG AND ALCOHOL TESTING

A. Drug screening will be conducted for the following chemicals: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. A drug immunoassay screen will have the following thresholds for positive verification:

marijuana metabolite	50NG/ML
cocaine metabolite	300NG/ML
opiates	300NG/ML
phencyclidine	25NG/ML
amphetamines/methamphetamine	1000NG/ML

B. When the initial screen is positive (has exceeded the established screening threshold) a second confirmation test gas chromatography/mass spectrometry (GC/MS) will be completed. The thresholds for positive confirmation for GC/MS are as follows:

marijuana metabolite	15NG/ML
cocaine metabolite	150NG/ML
opiates	300NG/ML
phencyclidine	25NG/ML
amphetamines/methamphetamine	500NG/ML

C. Alcohol testing will be conducted by utilizing an evidential breath testing device (EBT) which meets the requirements established by the conforming products list published in the Federal Register. A reading of .04 or greater on the EBT will result in the necessity of a second test occurring within 20 minutes in order to make a determination of positive.

D. A second EBT test result of .04 or greater will result in the removal of the individual from the safety sensitive position.

E. An initial EBT reading of .02 to .0399 will result in a second EBT test within the time frame noted in IV C above. If the second test falls within the same range the individual will be removed from the safety sensitive position until the start of the next regularly scheduled duty period, but not less than 24 hours following the administration of the test.

V. COLLECTION SITES

A. Collection sites for drug screening specimen collection will be established by the alcohol and drug testing contractor. Drug testing of the specimen will be provided through an established and accredited laboratory that has completed certification to conduct drug testing by the U. S. Department of Health and Human Services (DHHS) and Substance Abuse and Mental Health Services Administration (SAMHSA). All random tests for Glenpool Schools will be collected at Glenpool Schools. The local specimen collection site for Glenpool Schools, for only the pre-employment, reasonable suspicion, or post-accident collections, will be established by the alcohol and drug testing contractor.

B. Alcohol testing will be conducted by a certified Breath Alcohol Technician (BAT).

C. Strict chain-of-custody practices will be adhered to regarding urine specimen collection, transportation to the laboratory, during laboratory analysis, MRO review and reporting to the school district.

D. An applicant or employee will be required to sign the necessary drug/alcohol screening consent forms established

by the company or authorized by the collection site agency. Refusal to sign required drug/alcohol screening consent forms will be considered refusal to submit to a drug/screening test as a condition of employment and will be considered the equivalent of receiving a confirmed "positive" result for employment.

- E. All urine specimens collected will be split-samples.
- F. Applicant or employee shall be informed of the drug/alcohol screening specimen collection location & time. The applicant or employee shall be responsible for reporting to the collection site, at the scheduled time, with a photo ID, and comply with the directions of the specimen collector.
 - 1. An employee in a designated safety sensitive position who is requested to submit to a drug specimen collection shall be given time off with pay for that purpose.
 - 2. Failure by an applicant or employee to report to the collection site at the scheduled time will be considered refusal to submit to a drug/alcohol screen as a condition of employment or continued employment, and will be considered the equivalent of receiving a confirmed "positive" result. The applicant or employee shall not be utilized in a safety sensitive capacity until cleared by the MRO or SAP.
- G. All tests will be reported to the Superintendent of Glenpool Schools or designee.
- H. Reports of breath alcohol tests will be reported immediately to the safety sensitive employee (SSE) and the employer.

VI. CONFIDENTIALITY

Confidentiality will be applied to every aspect of the anti-drug program.

- A. After the MRO contacts the employee to discuss a positive confirmatory test result and a final decision is reached regarding the positive result, Superintendent of Glenpool Schools or designee shall serve as the point of contact with the Glenpool School's Employee Assistance and Drug/Alcohol Testing Program.
- B. All drug and alcohol testing information will receive the highest level of respect in relation to confidentiality. Information regarding an individual's testing results or rehabilitation may be released only upon the written consent of the individual, except that such information must be released regardless of consent to the Administrator or the representative of a state agency upon request as part of an accident investigation. Statistical data related to testing and rehabilitation that is not name-specific and training records must be made available to the Administrator or the representative of a state agency upon request.
- C. All records relating to drug and alcohol testing will be kept in a separate, locked file from other employee records.

VII. NOTIFICATION OF TESTING

- A. Notification of the school district's drug and alcohol testing requirement shall be included in announcements or advertisements seeking applicants for all designated safety sensitive positions.
- B. An applicant or employee required to submit to a drug/alcohol screen will be advised of the following:
 - 1. methods of drug/alcohol screening which will be used.
 - 2. substances which may be identified.
 - 3. consequences of a refusal to submit to a drug screening test or of a confirmed positive result, and;
 - 4. reasonable efforts to maintain the confidentiality of results and any medical information which may be provided.

VIII. TRAINING

Employees who supervise employees or who have responsibility to administer the school district's drug and alcohol screening policies and procedures shall receive two additional hours of training on behavior, physical symptoms and performance indicators of probable drug and alcohol use.

- A. All subordinate-level employees will receive appropriate instruction regarding the Glenpool School's Drug and Alcohol Testing Policy and Employee Assistance Program. This shall amount to training on mandated requirements; the effects of alcohol and drugs; the process of testing; and the ramifications of a positive test.

IX. TESTING CONDITIONS

The following conditions establish who may be screened and under what circumstances the drug and alcohol screening may occur:

- A. Pre-employment, pre-transfer: An individual offered employment and/or re-assigned to a safety sensitive position shall be required to take and pass a drug and alcohol screening test as a condition of employment or continued employment. (An exemption to this policy would be if the applicant/employee is participating in an appropriate DOT drug and alcohol testing program of another organization; has been involved in such a testing program within the previous 30 days; has been tested in the past 6 months or participating in the drug/alcohol testing program for the last 12 months. Written verification of drug and alcohol testing participation should be obtained for school district files).
 - 1. An applicant who receives a confirmed positive drug screen result or the equivalent shall have the offer of employment withdrawn and shall be subject to disqualification from application for company employment for a period of 2 years from the effective date of the disqualifying action.
- B. Reasonable Suspicion: An employee in a safety sensitive position may be required to submit to a drug screening test by Superintendent of Glenpool Schools, based upon reasonable cause of drug use by the employee as

reported by the employee's supervisor. All supervisory employees are required to notify Superintendent of Glenpool Schools when reasonable suspicion is presumed.

1. Reasonable suspicion involves a judgment made regarding the employee's behavior, appearance, speech or body odor, or evidence found or reported and may be based on, among other circumstances, one of the following:
 - a. Direct observation of specific contemporaneous, articulable behaviors exhibited by the employee which may impair the employee's ability to perform his/her job or which may pose a threat to safety or health.
 - b. Physical on-the-job observation of drug and/or alcohol use by the employee.
 - c. Documented deterioration in the employee's job performance that is likely to be attributed to drug or alcohol use by the employee.
 - d. An on-the-job incident or occurrence where there is evidence to indicate the incident or occurrence was in whole or in part the result of the employee's actions or inactions and/or the employee exhibited behavior indicating illegal drug or alcohol use.
2. Supervisors have the right to ask a current employee in a designated safety sensitive position to submit to a drug/alcohol screening test under the circumstances of reasonable cause as a condition of employment in accordance with items VII and VIII of this policy. Refusal may be grounds for termination. In no instance of refusal for testing shall an individual be allowed to perform a safety sensitive function.
3. Any employee requested to provide a drug specimen under the auspices of reasonable suspicion will be transported to the collection site. All time away from work will be eligible for regular pay.
4. Under no circumstances will a safety sensitive employee be allowed to perform a safety sensitive function if they have consumed alcohol within four hours of reporting for duty.
5. If an alcohol test is not administered within 2 hours of this determination, a record should be prepared stating the reasons for not administering the test. Attempts to test should cease at 8 hours and the individual should be removed from the safety sensitive function until they test less than .02 or 24 hours has passed. A written record should be made of the observations.

C. Random Testing

1. At least 50% of the average number of safety sensitive positions will be tested on a random basis annually under the drug testing requirements.
2. Under the alcohol testing requirements at least 25% of the number of safety sensitive positions shall be tested on an annual basis.
3. Random selection will be made through a computerized program provided by the alcohol and drug testing contractor.
 - a. The person identified to be tested will be relayed to the contact person of the employer by the afternoon prior to the test date.
 - b. The employee will be notified on the morning of the test to report to the collection site not more than 30 minutes plus travel time, prior to the scheduled test time in the case of a drug collection.
 - c. In the case of an alcohol test, the individual shall be tested within 15 minutes prior, during or 15 minutes after performing a safety sensitive function.

D. Post Accident

1. The following parameters will require drug testing for each employee performing a safety sensitive function and whose performance either contributes to the accident, or cannot be completely discounted as a contributing factor to the accident as soon as possible and not later than 32 hours after an accident. Following are the times when drug testing must occur:
 - a. If the accident involved the loss of a human life.
 - b. If the driver received a citation under State or local law for a moving violation arising from the accident.
2. No driver required to take a post accident test shall use alcohol for 8 hours following an accident or until a breath alcohol test occurs.
3. The safety sensitive employee who is subject to post accident testing, shall remain readily available for testing. Necessary medical attention may be secured. Failure to remain available can be interpreted as a positive test result.
4. Results of a breath test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to applicable Federal, State or local requirements, and that the results are obtained by the employer.
5. Following an accident all reasonable steps to obtain a urine sample for an employee should be implemented after treating the injury first.
 - a. In the case of a conscious but hospitalized employee, the coordinator of Drug/Alcohol Testing at

Glenpool Schools should notify the hospital or medical facility of the need for a sample and, if necessary, refer to the DOT drug testing requirements (Title 40 CFR Part 40).

- b. If an employee is injured or unconscious and unable to consent to the drug test, the medical facility should collect the sample, and retain it until the employee is able to consent. If the employee gives his consent, the sample should be sent to the laboratory for testing. If the employee refuses to be tested, the sample should be discarded and the incident will be treated as a refusal to test. The treating physician should determine if the employee is able to understand a request to provide a sample.
 - c. If an employee is conscious, able to understand a request for a sample, and able to urinate normally (in the opinion of a medical professional) and refuses to be tested, that employee's refusal to submit to a drug test will be considered equivalent to receiving a confirmed "positive" test result. That employee shall not be utilized in a safety sensitive capacity until cleared by the MRO/SAP and passes a drug test.
6. A breath alcohol test should also be administered in these same circumstances. An EBT test can occur up to 8 hours after the accident/incident and should be obtained as early as possible preferably within 2 hours of the accident.
7. Failure to obtain a breath alcohol test within 2 hours and a drug test within 32 hours will result in the employer preparing and maintaining on file a record stating the reasons for not promptly administering a test. Records will be submitted upon request to the Department of Transportation.
- E. Any employee testing positive under the category of random selection, reasonable cause, post-accident or return-to-duty will be immediately removed from performing safety sensitive work and not allowed to return to the safety sensitive position until they have passed a drug and alcohol test and cleared to return to duty by the MRO/SAP.
- F. An employee in a designated safety sensitive position who is removed from the work site pending the results of a drug screening test because the employee is deemed by their immediate supervisor and Superintendent of Glenpool Schools to pose a threat to safety or health shall be granted leave with pay.
- X. MEDICAL REVIEW OFFICER (MRO)**
- A. The Medical Review Officer is an agent of the alcohol and drug testing contractor.
- B. All drug test results, whether positive or negative, will be reviewed by the MRO.
- C. In the event of a presumptive positive the MRO will contact the person who's specimen it was to determine what medications and or reason the test was returned positive. The MRO, based on a review of the information will make the final determination of confirmed positive or negative. It is only after the MRO review that Glenpool Schools will be notified of the outcome of the test.
- XI. CONSEQUENCES OF A POSITIVE TEST**
- A. An employee who receives a confirmed positive drug screen result or the equivalent shall be terminated.
- B. An employee who receives a confirmed positive drug or alcohol test shall be referred to a Substance Abuse Professional for appropriate assessment, education and treatment.
- C. Glenpool Schools will in no way be responsible for charges arising from any referral services. Employee shall be responsible for any amount not paid for by insurance. Employees should consult their insurance policy for extent of nervous, mental and substance abuse coverage.
- XII. TAMPERING**
- Any applicant for a school district position who intentionally tampers with a sample provided for drug screening, violates the chain-of-custody or identification procedures or falsifies test results shall have the conditional offer of employment withdrawn. Such actions will be grounds for disqualification for all positions in school district service. Any current employee who intentionally tampers with a sample provided for drug screening, violates chain-of-custody or identification procedures or falsifies a test result shall be subject to dismissal.
- XIII. DRUG TESTING APPEALS**
- A. If an employee or applicant challenges the validity or accuracy of the confirmed positive result, they may appeal in writing to the MRO within 72 hours of the employee/applicant having been notified of the positive result. All positive urine samples will be kept at the laboratory for a period of one year, and at the employees request may be kept longer. The MRO and Drug Screening Coordinator should be notified of the appeal request so that arrangements for a second analysis process can be initiated on the split sample.
- B. The employee will be responsible for any associated retest costs in advance and will be reimbursed by Glenpool Schools if the retest is negative.
- C. The MRO will have discretion to authorize a retest by the original or a different laboratory on the split specimen, if it is determined that the technical standards established for test methods or chain-of-custody procedures were violated in deriving a confirmed positive result or has other appropriate cause to warrant a retest.
- XIV. RECORD KEEPING**
- A. Records relating to drug/alcohol testing will be maintained as confidential, available only on a strict "need to know" basis. Records will not be kept in an employee's personnel file. Information regarding an individual's drug

and alcohol testing results or rehabilitation may be released only upon written consent of the individual EXCEPT:

1. such information must be released regardless of consent to a government agency as part of an accident investigation;
2. such information may be disclosed regardless of consent in a lawsuit, grievance or other proceeding initiated by or on behalf of the individual and arising from a verified positive drug/alcohol test.

B. Records will be maintained according to mandated requirements.

XV. POLICY CHANGES

Any changes made by Glenpool Schools to this policy will be in conformance with stated regulations.

DEFINITIONS DRUG AND ALCOHOL TESTING POLICY

ACCIDENT

An incident reportable under the terms of this policy.

AIR BLANK

A reading by an EBT of ambient air containing no alcohol. (In EBT's using gas chromatography technology, a reading of the device's internal standard.)

ALCOHOL

The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

ALCOHOL CONCENTRATION

Means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

ALCOHOL USE

The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

APPLICANT

An individual offered employment in, or being promoted or transferred to a safety sensitive position.

AUTHORIZED SUBSTANCES

Include only (1) lawful over-the-counter drugs (excluding alcohol) in amounts as specifically directed by the manufacturer.

BREATH ALCOHOL TECHNICIAN (BAT)

An individual who instructs and assist individuals in the alcohol testing process and operates at EBT.

COLLECTION SITE

A facility designated by BSCO as the collection site for drug screening samples (urine) and breath alcohol testing. For purposes of this policy, the collection site is not testing laboratory

AGENCY GLENPOOL INDEPENDENT SCHOOL DISTRICT

All areas in which Glenpool Schools operates including actual premises, parking lots, owned or leased equipment, lockers, desks, work areas and buildings, storage facilities, etc.

DRUG

Any chemical substance that, when consumed, tends to produce a physical, mental or emotional change.

DRUG SCREENING

Procedure to eliminate negative urine specimens from further considerations.

DRUG TESTING

An analytical procedure which identifies the presence of a specific drug or metabolite and which uses a different chemical principle from that of the initial test to ensure reliability and accuracy. At this time gas

chromatography/mass spectrometry (GC/MS) is the accepted standard confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine.

EVIDENTIAL BREATH TESTING DEVICE

An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products list of Evidential Breath Measurement Devices" (CPL).

EMPLOYEE ASSISTANCE PROGRAM

A program to help employees, and often their families, recognize and overcome personal problems that are interfering with the employee's work performance. This is an extension of the performance appraisal process and is designed to reach performance problems that cannot be remedied by training, education, or other employer-controlled factors. Among the many personal problems an Employee Assistance program may deal with are alcohol & drug abuse.

ILLEGAL DRUGS

Urine samples from applicants and employees will be screened in all cases to identify the following classes of substances:

THRESHOLD FOR POSITIVE VERIFICATION IMMUNOASSAY SCREEN

Marijuana/metabolite	50 NG/ML
Cocaine Metabolite	300 NG/ML
Opiates	300 NG/ML
Phencyclidine (PCP)	25 NG/ML
Amphetamines/Methamphetamine	1000 NG/ML

When the initial screen is positive (has exceed the established screening threshold) a second confirmation test gas chromatography/mass spectrometry (GC/MS) will be completed. The thresholds for positive confirmation for GC/MS are as follows:

Marijuana/metabolite	15 NG/ML
Cocaine Metabolite	150 NG/ML
Opiates	300 NG/ML
Phencyclidine (PCP)	25 NG/ML
Amphetamines/Methamphetamine	500 NG/ML

IMPAIRED

Under the influence of an illegal or legal drug whereby the employee's senses (i.e. sight, hearing, balance, reaction, reflex) or judgement are affected.

LEGAL PRESCRIBED DRUGS

Drugs an individual may be taking under the direction of a licensed physician to address a specific physical, emotional or mental condition.

MEDICAL REVIEW OFFICER (MRO)

A licensed physician who reviews and interprets positive results of confirmatory tests and evaluates those results together with medical history or any other relevant biomedical information to confirm positive results. This person has knowledge of substance abuse and appropriate medical or forensic training.

(CONFIRMED) NEGATIVE RESULT

No detection of an illegal substance in the pure form of its metabolites at or above the threshold level by a drug screening test.

(CONFIRMED) POSITIVE RESULT

The detection of an illicit substance in the pure form of its metabolites at or above the specified threshold by two consecutive drug screening tests which employ different test methods and which was not determined by the appropriate medical, scientific, professional testing or forensic authority to have been caused by alternate medical explanations or scientifically insufficient data. All positive results are intensively reviewed by a Medical Review

Officer (MRO).

REASONABLE SUSPICION

Involves a judgment made regarding the employee's behavior, appearance, speech or body odor, or evidence found or reported and may be based on, among other circumstances, one of the following:

1. Direct observation of specific, contemporaneous, articulable behaviors exhibited by the employee which may impair the employee's ability to perform his/her job or which may pose a threat to safety or health.
2. Physical on-the-job observation of drug and/or alcohol use by the employee.
3. Documented deterioration in the employee's job performance that is likely to be attributed to drug or alcohol use by the employee.
4. An on-the-job incident or occurrence where there is evidence to indicate the incident or occurrence was in whole or in part the result of the employee's actions or inactions and/or the employee exhibited behavior indicating illegal drug or alcohol use.

SAFETY SENSITIVE

The Board of Education of Glenpool Schools has established the following factors in designating specific positions as safety sensitive. The number of safety sensitive positions may be increased as further criteria are established by the Board of Education of Glenpool Schools.

1. Drivers of commercial vehicles:
 - a. with a gross vehicle weight rating of 26,001 pounds or more or combination vehicles (weighing at least 26,001 pounds) or
 - b. designated to transport 16 or more passengers including the driver, or
 - c. transporting hazardous materials in amounts requiring placarding.

SUBSTANCE ABUSE PROFESSIONAL

A licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of a clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

TESTING LAB

A laboratory certified by the Department of Health and Human Services (DHHS) and the National Institute of Drug Abuse (NIDA) to perform drug testing of urine specimens obtained at the collection site.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

An Employee Assistance Program (EAP) provides confidential evaluation, information and counseling to those employees and their family members who require help with personal problems. Referral to local community resources are made as needed. Glenpool Schools acknowledges a responsibility for providing a safe, healthy and efficient work environment for all employees. In an effort to both enhance the personal well being of the Glenpool School employees and their immediate family members, and to contain the rising health care premiums of its work force, the Board of Education of Glenpool Schools has chosen to make an EAP available to employees and their family members.

POLICY

The Board of Education of Glenpool Schools, in cooperation with Community Care, will provide an Employee Assistance Program for employees of the school district and their family members.

1. The EAP will be available primarily for use on a voluntary basis, but may be utilized for mandatory referrals.
2. The EAP will provide assessment and referral services.
3. The EAP will offer complete confidentiality
4. The Superintendent of Glenpool Schools shall be responsible for oversight and maintenance of the EAP and will provide, with the support of administrative staff, high levels of direction and promotion of the EAP.

ELIGIBILITY

The EAP is open to school district employees and their family members. Individuals may call on their own or supervisors may suggest the EAP when personal problems interfere with an employee's job performance.

PROVIDER

Community Care is the EAP provider. Community Care provides a comprehensive EAP program to employer groups. It's designed to assist employees and dependents in the identification and resolution of personal problems that affect worker productivity. EAP provides employees confidential assessment and referral – whether the problem is marital, financial, legal, emotional, alcohol, drugs or something else.

COST

The initial assessment is free and will be conducted by a master level licensed or certified counselor. Glenpool Public Schools employees and family members referred for fee-based services will be charged on a sliding fee scale according to family income. All costs associated with such referrals will be the responsibility of the school district employee.

PROCEDURES

CONTACT:

Employees will be provided with a telephone number(s) to be used for contacting the EAP provider. After being identified as an employee of Glenpool Public Schools, the first step is to arrange for the free initial assessment interview. At this first interview, the employee will describe the problem(s) in detail to a trained EAP specialist. If additional services are needed, you will be referred to the appropriate provider. Community-based resources may also be available.

VOLUNTARY REFERRAL:

Any employee or immediate family member can arrange a private appointment to discuss any type of personal problem or problems that may be too much to handle alone.

MANDATORY REFERRAL:

A mandatory referral shall be the result of a documented problem or problems related to poor job performance on the part of the employee. If a mandatory referral is made, a document will be completed by the supervisor, signed by the employee and forwarded to the Superintendent of Glenpool Schools. The employee will have 48 hours after signing the referral document to contact the EAP provider and set up a face-to-face meeting with appropriate referral sources. Documentation of this contact will be required. Failure to contact the EAP provider within 48 hours may be cause for disciplinary action including termination.

LEAVE ALLOWANCE:

Employees will be allowed to utilize accrued sick, personal or vacation leave to access the EAP, should such appointments be necessary during normal working hours. Glenpool Schools would encourage employees to pursue assessment and counseling during off duty hours whenever possible.

CONFIDENTIALITY:

The EAP shall maintain only those records necessary to facilitate treatment. All medical and/or rehabilitation records concerning the employee's problem, including identity, diagnosis, prognosis, or treatment are confidential and may be disclosed only when authorized through written consent of the employee.

INFORMATION AND MATERIALS:

Information in the form of posters, payroll stuffers and/or pamphlets will be made available to employees on a regular basis.

NATIONAL CRIMINAL HISTORY RECORD SEARCH POLICY

Pursuant to Section 5-142 of Title 70 of the Oklahoma Statutes (Supp. 1990) it shall be the policy of this School District that it will obtain the results of a national criminal history record search of the name of every prospective School District employee.

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

1. the School District requires a national criminal history record search of every prospective employee as a condition of employment;
2. to enable the School District to request the search and obtain the results, the applicant must complete and sign an Authorization and Release form provided by the School District;
3. the School District will only request a national criminal history 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 permit, himself/herself to be fingerprinted, provide a Social Security Number and provide any other information necessary to facilitate the national criminal history record search.
5. the applicant, if placed on duty prior to receipt of the national criminal history search results, will be classified as a temporary employee until the School District is notified that the search is clear of any felony record.
6. if the teacher was employed as a full-time teacher in an Oklahoma school district and provides a copy of a national criminal history record check conducted within the past 5 years along with a letter from the former school district stating that the teacher left in good standing, then the requirement will be waived;
7. if the teacher was employed as a substitute teacher in an Oklahoma school district for a minimum of 5 years preceding the individual's application to be a full-time teacher and provides a copy of a national

criminal history record check conducted within the past 5 years along with a letter from the former school district stating that the teacher left in good standing, then the requirement will be waived.

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

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

ANNUAL CRIMINAL RECORD QUESTIONNAIRE

Student and staff safety is of paramount concern to the Glenpool Board of Education. Employees who have committed criminal offenses could be a threat to the safety of students and staff. The Board of Education commits itself to make the best possible effort to maintain a workplace safe for all students and employees.

On an annual basis, all School District employees who are employed on September 1 of each year are required to truthfully answer the Employee Annual Criminal Record Questionnaire.

FAMILY AND MEDICAL LEAVE POLICY

It is the policy of the Glenpool School District to comply fully with the requirements of the Family and Medical Leave Act of 1993 (the "Act"). This Act requires that a covered employer provide up to twelve (12) weeks or *up to twenty six (26) work weeks (for item #4 below) of unpaid leave to eligible employees. "Eligible employees" are those employees who: (1) have been employed for at least one year by the Glenpool School District; and (2) worked at least 1,250 hours during the previous twelve-month period; and (3) have requested leave for a reason covered by the Act.

REASONS FOR LEAVE

All eligible employees who meet the Act's requirements may be granted a total of twelve (12) weeks or *up to twenty six (26) work weeks (for item #4 below) of unpaid family leave and paid sick, vacation and personal leave combined (during any year as defined below) for the following reasons:

- (1) For the birth of a child and to care for such child, or placement or foster care of a child;
- (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) *To care for a covered family service member with a serious illness or injury incurred in the line of duty on active duty; or
- (5) To use for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation.

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

The term "year" as used in this Policy means a period of twelve (12) months measured from July 1 to June 30.

The term "qualifying exigency" means the most common issues that arise when a covered military member is deployed, such as attending military-sponsored functions, making appropriate financial and legal arrangements, arranging for alternative childcare, attending counseling, rest and recuperation leave during deployment, and attending to certain post-deployment activities. Only family members of National Guard and Reserves, and certain military are eligible for qualifying exigency leave.

The term "covered military member" means the employee's spouse, son, daughter or parent, or next of kin of a covered service member who is on active duty or call to active duty status and suffers a serious injury or illness as a result of active duty status or service. It includes members undergoing medical treatment, recuperation or therapy, is otherwise

in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness incurred in the line of duty on active duty. Military caregiver leave extends to those seriously injured or ill members of both the Regular Armed Forces and the National Guard or Reserves.

The term "active duty or call to active duty status" means under a call or order to active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

AVAILABILITY OF LEAVE

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

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

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

APPLICATION FOR LEAVE

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

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

LEAVE BASED ON A SERIOUS HEALTH CONDITION

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

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

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

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

INTERMITTENT LEAVE OR LEAVE ON A REDUCED LEAVE SCHEDULE

An employee may request to use available leave intermittently or on a reduced leave schedule. Where leave is requested in connection with a serious health condition of the employee or his or her immediate family member, the request for leave must be supported with a certification from the health care provider that such leave is medically

necessary and stating the expected duration and schedule of such leave. There must be a medical need for the leave and evidence that the medical need can best be accommodated through an intermittent or reduced leave schedule. Any eligible employee seeking leave on an intermittent or reduced leave basis must obtain and complete a request for leave and must submit the medical certification required.

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

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

THE EFFECT OF LEAVE ON BENEFITS

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

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

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

REINSTATEMENT TO FORMER POSITION

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

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

FAILURE TO RETURN FROM LEAVE

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

INTERPRETATION OF ACT

The District intends to remain faithful to the requirements of the Act. Questions regarding the interpretation, administration, and application of the Act to eligible employees shall be resolved by reliance on the FMLA and its

interpretive regulations. Where relevant, the District will also consider its policies, rules, practices, and negotiated agreements.

SEXUAL HARASSMENT

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

1. "Employee" means any person who is authorized to act in behalf of the School District, whether that person is acting on a temporary or permanent basis, with or without being compensated, or on a full-time basis and including board members and school volunteers.
2. "Student" means any person who is enrolled in any school or program of the School District.
3. In the case of an employee of the School District, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by one employee towards another employee which (a) is made an explicit or implicit term or condition of an employee's employment, or (b) is used as a basis for employment decisions affecting that employee or (c) has the purpose or effect of unreasonably interfering with an employee's work performance, or creating an intimidating, hostile or offensive working environment.
4. In the case of a student of the School District, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors and other unwelcome verbal or physical conduct of a sexual nature by any person towards a student.
5. All students, employees and Board members are strictly prohibited from engaging in any form of sexual harassment of any student, employee, applicant for employment, vendor representative or patron of the School District. Any employee engaging in sexual harassment is subject to disciplinary action, including but not limited to suspension, demotion, forfeiture of pay or benefits and termination. Such penalties shall be imposed based on the facts taken as a whole and the totality of the circumstances such as the nature, extent, context and gravity of such activities or incidents.
6. Any student engaging in sexual harassment is subject to any and all disciplinary action which may be imposed under the School District's Student Discipline Code.
7. Any employee or student who is or has been subjected to sexual harassment or knows of any student or employee who is or has been subjected to sexual harassment shall report all such incidents to either the Superintendent, a Principal, an Assistant Principal, or any Board member of the School District. If the report of an incident needs to be made after normal school hours, the above listed individuals may be contacted at home. It is preferred that all such reports be made in person or in writing signed by the reporting party. However, in order to encourage full and complete reporting of such prohibited activities any person may report such incidents in writing and anonymously by mailing such reports to the personal attention of any of the above-designated persons. All such reports should state the name of the alleged harassing student, employee or board member, the person(s) being harassed, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and any other information necessary to a full report and investigation of the matter.
8. Any employee who is subjected to job related sexual harassment is entitled to protection under Title VII of the Civil Rights Act of 1964 and the Oklahoma Anti-Discrimination Act and may report such incidents to the United States Equal Employment Opportunity Commission or the Oklahoma Human Rights Commission.
9. The Superintendent, Principal, Assistant Principal, and any Board member of the School District, upon receiving a report (formal or informal) of sexual harassment shall do the following as quickly as reasonably possible:
 - a. Obtain a statement, oral or written, from the individual who is alleged to have been sexually harassed which contains information necessary to conduct a full investigation of the matter. This information should include, but is not limited to, the name of the alleged harassing student, employee or board member, the person(s) being harassed, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and the names of any witnesses;
 - b. 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;
 - c. Keep the individual who is allegedly being sexually harassed reasonably apprized, to the extent allowed under federal and state privacy laws and regulations, of the investigation and the actions taken as a result of the investigation;
 - d. Conduct a full and complete investigation, to the extent reasonably possible, regarding the alleged sexual harassment, which would include, but not be limited to, interviewing the individual allegedly harassed, any witnesses, review of any supporting documents, and interviewing the alleged harasser;

- e. Based on the facts, as revealed by the investigation, taken as a whole and the totality of the circumstances, such as the nature, extent, context and gravity of such activities or incidents, take or recommend the taking of appropriate measures, including but not limited to, suspension, demotion, forfeiture of pay or benefits, termination or reassignment.
10. During and after the investigation, confidentiality shall be maintained, as far as reasonably possible; provided however, nothing in this policy shall preclude public disclosure of any information of a personal or confidential nature during the course of any suspension, dismissal or nonrenewal hearing or in any litigation. No reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.

POLICY WITH REGARD TO EMPLOYEES INFECTED WITH AIDS OR OTHER LIFE THREATENING COMMUNICABLE DISEASE

The Glenpool Board of Education is committed to providing a safe, healthy working environment for all employees of the school district. The evidence is overwhelming that the risk of transmitting the Human Immunodeficiency Virus (HIV) is extremely low in the school setting when current Bloodborne Pathogens Guidelines are followed. People living with HIV infection or diagnosed with Acquired Immunodeficiency Syndrome (AIDS) therefore pose no significant risk to others in the school setting.

EMPLOYMENT

No employee will be dismissed or have his/her contract not renewed merely because he/she has AIDS, HIV-related symptoms, HIV positive test results or other life threatening communicable disease that is similarly transmitted. There shall be no discrimination on the basis of HIV infection or association with another person with HIV infection. An employee with HIV infection is permitted to continue working, with or without reasonable accommodation, as long as he or she is able to perform the essential functions of the position. No employee shall be required to have a blood test or medical consultation to determine HIV status.

An employee who refuses or objects to working with or providing services to a person who has or is perceived to have HIV shall be counseled and educated in the nature of HIV, the transmission of HIV, and the School District's policy on HIV. Should the employee continue to refuse to work with such an individual, the employee may be subject to appropriate discipline, which may include termination.

PRIVACY

Staff members are not required to disclose their HIV status to anyone in the education system. HIV antibody testing is not required for any school-related purpose. Every employee has a duty to treat as highly confidential any knowledge or speculation concerning the HIV status of a staff member.

If known, no information regarding an employee's HIV status shall be divulged to any individual or organization without a court order or the informed, written, signed and dated consent of the person with HIV infection. The written consent must specify the name of the recipient of the information and the purpose for disclosure.

All health records, notes, and other documents that reference a person's HIV status shall be kept secured. Access to these confidential records is limited to those named in written permission from the person, and to medical personnel who provide direct care to the person. Information regarding HIV status will not be added to a health record without written consent.

INFECTION CONTROL

Glenpool Public Schools shall conform to standards promulgated by the U.S. Occupational Health and Safety Administration for the prevention of blood-borne infections. All employees are required to correctly and consistently follow infection control guidelines established by the Glenpool Public Schools Bloodborne Pathogens Compliance Program and Exposure Control Plan in all settings and at all times. If an employee with HIV infection also has an infection or other condition known to present a risk of disease transmission at school, established practices concerning the prevention of communicable diseases shall apply. These practices are according the guidelines made available by the following organizations:

Oklahoma State Department of Health - Communicable Diseases Division
American Red Cross
School Nurse Organization of Oklahoma

GENERAL PROVISIONS

Any employee with HIV/AIDS will be eligible for insurance, leave and other benefits that are available for other employees of the District.

POLICY CHANGES

The school district will keep abreast of new developments in AIDS research and make policy modifications as needed.

GRIEVANCE PROCEDURES FOR FILING, PROCESSING, AND RESOLVING ALLEGED DISCRIMINATION COMPLAINTS Student and Employees

- I. Definitions:
- A. Discrimination complaint: A written complaint alleging any policy procedure or practice which discriminates on the basis of race, color, national origin, pregnancy, gender, gender expression or identity, genetic information, sexual orientation, age, qualified handicap, religion, or veteran's status. Equal access will also be provided to the Boy Scouts and other designated groups.
 - B. Grievant: Any person enrolled in or employed by the School District who submits a complaint alleging discrimination based on sex (including sexual harassment), race, color, national origin, religion, veteran's status, age or disability.
 - C. Title IX, ADA, Title VI and VII and 504 Coordinator, Mona Smith or other person designated by the Superintendent: The person designated to coordinate efforts to comply with and carry out responsibilities under Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, Title VI and VII of the Civil Right Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, and other State and Federal laws addressing equal opportunity. The Coordinator under Title IX, ADA, Title VI and VII and 504 is responsible for processing complaints and serves as moderator and recorder during hearings.
 - D. Respondent: The person alleged to be responsible for the violation alleged 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.
 - F. Day: Day means a working day when the School District's main administrative offices are open. The calculation of days in complaint processing shall exclude Saturdays, Sundays, and holidays.
- II. Pre-Filing Procedures:
- A. Prior to the filing of a written complaint, the student or employee is encouraged to visit with the building principal or the District's Title IX, ADA, Title VI and VII or 504 Coordinator, Mona Smith, or other person designated by the Superintendent, as applicable, and reasonable effort should be made to resolve the problem or complaint.
- III. Filing and Processing Discrimination Complaints:
- A. Grievant: Submits written complaints to Coordinator stating name, nature and date of alleged violation; names of persons responsible (where known); and requested action. Complaint must be submitted within 30 days of alleged violation or date Grievant has become knowledgeable of alleged violation. Complaint forms are available in the Central Administration Offices.
 - B. Coordinator: Conducts an investigation within 10 days of receiving the complaint, to the extent reasonably possible, which may include but not be limited to, interviewing the Grievant, any witnesses, review of documents and interviewing the Respondent. The Coordinator will ask the respondent to:
 1. confirm or deny fact.
 2. indicate acceptance or rejection of student or employee's requested action, and
 3. outline alternatives.

As to complaints of discrimination by students and school employees, the Coordinator will disclose the complaint, the identity of the Grievant and the information regarding the person who allegedly committed the discriminatory act only to the extent necessary to fully investigate the Grievant and only when the disclosure is required or permitted by law. If a complainant wishes to remain anonymous, the Coordinator will advise him or her that such confidentiality may limit the Schools District's ability to fully respond to the complaint. If a Grievant asks to remain anonymous, the Coordinator will still proceed with its investigation.
 - C. Respondent: Submits written answer within ten (10) days to the Coordinator.
 - D. Coordinator: Within 5 days after receiving respondent's written answer, the Coordinator will refer the written complaint and Respondent's written

answer to the Principal or Other Designee for a hearing. If any person charged with decisionmaking responsibility at any level of this grievance procedure is the person alleged to have committed the discriminatory act(s), then a different decisionmaker will be appointed to maintain impartiality. The Coordinator will schedule the hearing with the Grievant, the Respondent, the Principal or Other Designee. The hearing will be conducted within 10 days after the Coordinator receives Respondent's answer.

- E. Hearing Participants: At the hearing, the Principal or Other Designee 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 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.
- F. Principal or Other Designee: Within 5 days after the hearing the Principal or Other Designee will issue a written decision to the Grievant, Respondent and Coordinator.
- G. Grievant or Respondent: If the Grievant or Respondent is not satisfied with the decision, he or she must notify the Coordinator within 5 days and request, in writing, an appeal to the Superintendent. The written appeal shall contain a specific statement of the basis for the appeal.
- H. Coordinator: Within 5 days after receiving the appeal, the Coordinator will refer the appeal and the evidentiary record created to the Superintendent. The Coordinator will schedule a hearing with the Grievant, Respondent and the Superintendent within (10) days of receiving the appeal.
- I. Superintendent, Grievant, Respondent, Coordinator: The Superintendent will act as an intermediate level of appeal by reviewing the evidentiary record. The Principal or Other Designee's decision and the oral and written evidence presented and making a decision. At the hearing, the Superintendent may ask for additional oral or written evidence from the parties and any other individual he/she deems relevant. The Coordinator will make arrangements to audiotape any oral evidence presented. Within 5 days after the hearing, The Superintendent will issue a final decision in writing to all parties involved.
- J. Grievant or Respondent: If the Grievant or Respondent is not satisfied with the decision, they must notify the Coordinator, in writing, within 5 days and request an appeal to the Board of Education. The written appeal shall contain the specific statement of the basis for the appeal.
- K. Coordinator: The Coordinator will notify the Board of Education, in writing, within 5 days after receiving the appeal. The Clerk will place the appeal on the board agenda within 30 days from the date of the notification to the Board of Education.
- L. Board of Education, Grievant Respondent, Coordinator: The Board will act as an appellate body by reviewing the decisions and oral and written evidence presented 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.

IV. General Provisions:

- A. Extension of time: Any time limits set by those procedures may be extended by mutual consent of parties involved. The total number of days from date that complaint is filed until complaint is resolved shall be no more than 120 days.
- B. Access to Regulations: The Glenpool School District I-13 shall provide copies of all regulations prohibiting discrimination on the basis of race, color, national origin, religion, sex, age, disability, pregnancy, gender, gender expression or identity, veteran status, sexual orientation, or genetic information, upon request.
- C. Confidentiality of Records: Complaint records will remain confidential 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 School District. No complaint record shall be entered in the personnel file unless adverse

- employment action is taken against an employee. Complaint records shall be maintained on file for three (3) years after complaint resolution in the Central Administration Building.
- D. Representation: The Grievant and the Respondent may have a representative assist them through the grievance process and accompany them to any hearing.
 - E. Retaliation: No reprisals or retaliation will be allowed to occur as the result of the good faith reporting of a discrimination complaint.
 - F. 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.
 - G. Section 504 Due Process Procedures: For information concerning the due process procedures under Section 504, the Grievant should contact the 504 Coordinator, Mona Smith.

CERTIFIED WORKPLACE MEDICAL PROGRAM

Pursuant to Oklahoma Stat. Title 85 14.2 and 14.3, WorkNet has established a certified workplace medical plan designed to establish a network of physicians and facilities to provide quality medical services as may be required by the Oklahoma Workers' Compensation Act in a manner that is timely, effective, and convenient for the employer and employee utilizing the WorkNet network, a "Certified Workplace Medical Plan" provider by the Oklahoma Dept. of Health.

The provider is to provide medical treatment and rehabilitation as necessary to employees who have sustained either an accidental personal injury arising out of and in the course of employment and/or sustained an occupational disease compensable under the Act. The program is a "Managed Care" program that provides guaranteed access to medical treatment through a WorkNet physician, and access to necessary referrals to employees covered under the plan. All non-emergency services must go through "utilization review" prior to authorization for treatment.

The school shall work with WorkNet to resolve problems resulting from employee's inappropriate utilization of participating providers and employee's failure to follow recommended treatment of participating providers. The school will participate as requested in the dispute resolution process and/or grievance procedure established by WorkNet. WorkNet will provide adequate methods of peer review and utilization review to prevent inappropriate, excessive or medically unnecessary treatment and will establish and effect a dispute resolution process and grievance system. Employee must exhaust this procedure before seeking legal relief on an issue related to medical care.

- Steps:
- 1) Employee reports injury to school;
 - 2) WorkNet will take control of medical aspects of claim;
 - 3) Provider will treat injured employee, releasing to work later as appropriate.

EMPLOYEE ALCOHOL AND DRUG TESTING REGULATION: SAFETY SENSITIVE EMPLOYEES

General Provisions:

Employees who serve in safety-sensitive positions will be randomly tested for alcohol and/or drugs in accordance with this regulation and applicable state and/or federal law. A "safety-sensitive position" is a position in which an employee is required to operate a vehicle requiring a commercial driver's license. Employees who hold these positions are "safety-sensitive employees." Safety-sensitive employees are also subject to testing for drugs and/or alcohol upon application for employment, post-accident, and upon reasonable suspicion that the employee has violated these regulations. All safety-sensitive employees will receive a copy of this regulation prior to any drug and/or alcohol testing. Before performing a drug and/or alcohol test, District will notify the employee that the drug and/or alcohol test for safety-sensitive positions is required by federal law.

Any employee who has questions relating to District's drug and/or alcohol testing policy, or about these regulations, or about other educational materials regarding drug and/or alcohol testing should contact District's Superintendent.

All safety-sensitive employees are prohibited from using, possessing, or being under the influence of illegal drugs at all times. Safety-sensitive employees are prohibited from using or being under the influence of legally prescribed drugs which can impair their ability to perform their job functions safely. Safety-sensitive employees who have been prescribed medication containing alcohol should bring a note from their doctor, and discuss their situation with their supervisor or with District's Human Resources Director. *It is the employee's responsibility to discuss the potential effects of all prescription medication with his or her doctor.*

All safety-sensitive employees are prohibited from using, possessing, or being under the influence of alcohol on school property or during a school-related activity. Safety-sensitive employees are prohibited from using alcohol within four (4) hours of performing their job functions.

Testing Situations:

A. APPLICANTS: Upon a conditional offer of employment, a job applicant will be required to undergo drug and/or alcohol testing. A refusal to undergo testing or a confirmed positive test result will serve as a basis for refusal to hire, provided that such testing does not violate the provisions of the Americans with Disabilities Act of 1990, 42 U.S.C., Section 12101 et seq., and provided that such testing is required for all applicants who have received a conditional offer of employment for a particular employment classification. Applicants may be placed in an assignment as a substitute employee until the results of such testing are received by District. All positive results will be confirmed by an alternative test method. Additionally, any District employee who is transferred from a non-safety-sensitive position into a safety-sensitive position must be tested.

In addition, upon a conditional offer of employment, a safety-sensitive employee shall sign a consent form authorizing District to check with former employers on his or her drug and/or alcohol testing record. This rule shall only apply to employers from the previous two (2) years who are regulated by the United States Department of Transportation.

B. REASONABLE SUSPICION: District may require an employee to undergo drug and/or alcohol testing upon a reasonable suspicion to believe that the employee has violated these regulations. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. For controlled substances, the observations may include indication of the chronic and withdrawal effects of controlled substances.

C. POST ACCIDENT TESTING FOR ACCIDENTS INVOLVING VEHICLES: In the event of a vehicle accident, safety-sensitive employees shall be tested for drugs and/or alcohol when:

- 1) the accident involves the loss of human life; or
- 2) the employee receives a citation within eight (8) hours of the accident under State or local law for a moving traffic violation arising from the accident, if the accident involved:
 - a) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b) One or more motor vehicles incur disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

An employee in an accident must not use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test.

D. RANDOM TESTING: Safety-sensitive employees are subject to random drug testing. Each employee has an equal chance of being randomly selected from the pool for each round of testing.

Consent: Employees will not be required to sign any consent or waiver prior to drug and/or alcohol testing. All employees recognize that, by continuing their employment with District, they have consented to the District's adoption of a drug and/or alcohol testing program.

Refusal: Under this regulation, an employee will be deemed to have refused to be tested if he or she:

1. Fails to appear for a test within a reasonable time after being directed to do so;
2. Fails to remain at the testing site until the test is complete (except in the case of a pre-employment applicant who leaves the testing site prior to the commencement of the test);
3. Fails to provide a urine specimen (except in the case of a pre-employment applicant who leaves the testing site prior to the commencement of the test);
4. In the case of a directly observed or monitored collection, fails to permit observation or monitoring;
5. Fails to provide an adequate amount of urine, despite the lack of a medical explanation for the failure;
6. Fails or declines to take an additional test upon request;
7. Fails to undergo a medical examination or evaluation as part of the verification process (except in the case of a pre-employment applicant, where the employee is deemed to have refused to test on this basis only if the test is conducted following a contingent offer of employment); or
8. Fails to cooperate with any part of the testing process.

Procedure for Alcohol Testing And Confirmation:

Safety-sensitive employees may only be tested for alcohol by a qualified Screening Test Technician or Blood Alcohol Technician. These professionals may only collect breath or saliva samples. Tests shall be conducted to afford the employee reasonable privacy, but may depend upon the circumstances of the situation. If an initial test demonstrates an alcohol concentration level of .02 or higher, then a confirmation test will be required. Confirmation tests for alcohol must be conducted at least 15 minutes after the initial test. No disciplinary action will be taken against an employee unless the confirmation test also results in an alcohol concentration of .02 or higher.

Procedure for Drug Testing:

District will use the following procedures to test for the presence of controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee.

1. With the exception of pre-employment applicants, an employee will not be given advance notice of a test.
2. Samples for safety-sensitive employees will be collected at an off-site location. The employee will be provided with the

location at the time of testing.

3. If an employee shows overt signs of impairment or intoxication, District will offer transportation to preclude the employee from driving home or to the collection site. District may utilize a taxi service or transportation provided by another District employee, a family member of the employee, or law enforcement.

4. The collection of samples shall be performed under reasonable and sanitary conditions.

5. Samples shall be collected and tested with due regard to the privacy of the individual being tested. Except in the event that a safety-sensitive employee is required to submit an observed sample, no employer or representative, agent or designee of District shall directly observe an individual in the process of producing a urine sample. However, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of a reliable sample.

6. A sample shall be collected in sufficient quantity for splitting into two separate specimens to provide for any subsequent independent analysis in the event of challenge to the results.

7. The cutoff levels to be applied in initially determining whether an employee has submitted a positive test are set forth by the Department of Transportation Regulation, 49 C.F.R. Section 40.87. The cutoff levels to be applied in a confirmatory test are set forth in the same regulation.

8. The laboratory results of safety-sensitive employees will be reviewed by a medical review officer, who is a licensed physician responsible for reviewing results generated by the District's drug testing program and evaluating medical explanations for certain test results.

9. District may direct an immediate collection of a sample from a safety-sensitive employee under direct observation with no advance notice to the employee, if:

a. the laboratory reports to the medical review officer that the sample is invalid, and that there is no adequate medical explanation;

b. the medical review officer reported that the original positive, adulterated, or substituted result had to be cancelled because the split specimen test could not be performed;

c. the laboratory reported to the medical review officer 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 medical review officer reported the specimen as negative-dilute, and that a second collection must take place under direct observation.

10. Sample collection shall be documented, and the documentation procedures shall include:

a. labeling of samples so as reasonably to preclude the probability of erroneous identification of test results, and

b. an opportunity for the employee/applicant to provide notification of any information which the employee/applicant considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information.

11. Sample collection storage and transportation to the testing facility shall be performed so as reasonably to preclude the probability of sample contamination or adulteration.

12. Sample testing procedures shall conform to scientifically accepted analytical methods and procedures, and shall include confirmation of any positive test result before the results of any test may be used as the basis for any action.

13. 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.

Results:

If the laboratory makes a finding that the specimen is positive, adulterated, dilute, or refused, then the results will be reviewed by a qualified medical review officer or a qualified review officer. The medical review officer will give the employee an adequate opportunity to confidentially explain the positive result. The medical review officer will then use his or her expertise in determining whether the employee has presented a valid medical explanation for the positive result. If so, the positive result will not be verified, and no adverse action may be taken against the employee. If the medical review officer concludes that there is no valid medical explanation for the result, then the medical review officer will report the verified positive result to District.

The medical review officer or review officer must make an effort to contact the employee so that he or she may confidentially explain a positive test result. However, the medical review officer or review officer may verify a result without speaking to an employee in certain instances, including but not limited to, when the employee has expressly declined to discuss the result, or has not responded to the medical review officer or review officer's invitation to discussion.

The medical review officer or review officer will report to District only the metabolite detected. It will not report the quantity or specific substance. The employee is entitled to obtain that information from the medical review officer if he or she wishes to do so.

Confirmation:

If an employee believes his or her positive drug test result to be in error, then he or she may request a confirmation test which will be conducted on the same specimen provided for the initial test. The confirmation test will utilize scientifically accepted methods of equal or greater accuracy than were required for the initial test. Employees should be aware that the cutoff levels necessary to confirm a positive result will be lower than those necessary to verify a positive result in the initial screening. The employee shall bear the expense of the confirmation test. However, in the event that the confirmation test results in a negative finding, the employee will be reimbursed by the District.

The District will not initiate disciplinary action against any employee who has requested a confirmation test until the

confirmation results have been returned as positive, adulterated, or dilute, or the employee has refused to provide a sample.

Record Retention and Confidentiality:

District will maintain records in accordance with Department of Transportation regulations. All drug and/or alcohol testing records will be stored separately from an employee's ordinary personnel file. Records of all drug or alcohol test results and related information maintained by District is the property of District and, upon request of the applicant or employee tested, will be made available for inspection or copying to the applicant or employee.

Records relating to drug and/or alcohol testing will not be released to a third party, unless there is a valid legal reason to do so. Those reasons include, but are not necessarily limited to 1) when an employee authorizes the release in writing, 2) when the records of a safety-sensitive employee are requested by the United States Department of Transportation, 3) upon certain legal proceedings including lawsuits, grievances, or administrative proceedings, or 4) upon court order. In the event that a safety-sensitive employee does not consent to the release of confidential records in conjunction with a legal proceeding, District will release them in accordance with the applicable Department of Transportation regulations.

The testing facility will not release information regarding the employee's health, pregnancy status, or physical or mental condition to anyone except the employee. The testing facility will not release information regarding the presence of drugs for which District does not test.

Consequences for Violation:

If District receives a verified positive drug test and/or alcohol test result showing an alcohol level of .04 or higher, the employee will be immediately removed from safety-sensitive functions. An employee will also be immediately removed from safety-sensitive functions for refusal to test or for other violations set forth in these regulations. The employee will not be permitted to resume safety-sensitive functions until he or she has complied with the steps for returning to duty under this regulation. All employees may be subject to discipline, up to and including termination, in accordance with District policy. All discipline will be determined on a case-by-case basis.

If District receives a confirmed alcohol test result that shows an employee's alcohol concentration level to be greater than .02, but less than .04, District will remove the employee from safety-sensitive functions for 24 hours. District will take steps to determine whether disciplinary action is appropriate.

In the event that a safety-sensitive employee who is found to be in violation of the drug testing policy is not terminated from employment, the employee shall not resume safety-sensitive duties until the employee completes a Substance Abuse Professional (SAP) evaluation, referral, and education/treatment process as set forth by the Department of Transportation. The employee shall be responsible for the cost of the program. *Employees should be aware that District is not obligated to provide an opportunity for Return-to-Duty.*

Any employee who is permitted to return to work after a positive test for drugs and/or alcohol, or participation in a treatment program for chemical dependency is subject to testing without notice for a period of two (2) years, beginning with the day the employee returns to work.

STUDENT BULLYING

Statement of Legislative Mandate and Purpose

This policy is a result of the legislative mandate and public policy embodied in the *School Safety and Bullying Prevention Act*, 70 OKLA. STAT. § 24-100.2 et seq. ("Act"). The district intends to comply with the mandates of the Act and expects students to refrain from bullying. Bullying is expressly forbidden and students who bully are subject to disciplinary consequences as outlined in the district's policy on student behavior. Bullies may also be provided with assistance to end their unacceptable behavior, and targets of bullies may be provided with assistance to overcome the negative effects of bullying.

Definition of Terms

A. Statutory definition of terms:

"Bully" means any pattern of harassment, intimidation, threatening behavior, physical acts, verbal or electronic communication directed toward a student or group of students that results in or is reasonably perceived as being done with the intent to cause negative educational or physical results for the targeted individual or group and is communicated in such a way as to disrupt or interfere with the school's educational mission or the education of any student.

"Threatening behavior" means any pattern of behavior or isolated action, whether or not it is directed at another person, that a reasonable person would believe indicates potential for future harm to students, school personnel, or school property.

"Electronic communication" means the communication of any written, verbal, pictorial information or video content by means of an electronic device, including, but not limited to, a telephone, a mobile or cellular telephone or other wireless telecommunication device, or a computer.

Note: Bullying by electronic communication is prohibited whether or not such communication originated at school, or with school equipment, if the communication is specifically directed at students or school personnel and concerns bullying at school.

“At school” means on school grounds, in school vehicles, at school-sponsored activities, or at school-sanctioned events.

B. The “Reasonable Person” Standard

In determining what a “reasonable person” should recognize as bullying, staff will consider the point of view of the intended target, including any characteristics unique to the intended target. Staff may also consider the discipline history and physical characteristics of the alleged bully.

C. Types of Bullying

“Physical Bullying” includes harm or threatened harm to another’s body or property, including but not limited to threats, tripping, hitting, pushing, pinching, pulling hair, kicking, biting, starting fights, daring others to fight, stealing or destroying property, extortion, assaults with a weapon, other violent acts, and homicide.

“Emotional Bullying” includes the intentional infliction of harm to another’s self-esteem, including but not limited to insulting or profane remarks or gestures, or harassing and frightening statements.

“Social Bullying” includes harm to another’s group acceptance, including but not limited to gossiping; spreading negative rumors to cause a targeted person to be socially excluded, ridiculed, or otherwise lose status; acts designed to publicly embarrass a targeted person, damage the target’s current relationships, or deprive the target of self-confidence or the respect of peers.

“Sexual Bullying” includes harm of a sexual nature, including but not limited to making unwelcome sexual comments or gestures to or about the targeted person; creating or distributing vulgar, profane or lewd words or images about the target; committing a sexual act at school, including touching private parts of the target’s body; engaging in off-campus dating violence that adversely affects the target’s education opportunities; making threatening sexual statements directed at or about the target; or gossiping about the target’s sexuality or sex life. Such conduct may also constitute sexual harassment which is prohibited by the district.

Understanding and Preventing Bullying

A. Student and Staff Education and Training

A full copy of this policy will be posted on the district’s website and included in all district handbooks. Parents, guardians, community members, and volunteers will be notified of the availability of this policy through the district’s annual written notice of the availability of the district’s anti-bullying policy. Written notice of the policy will also be posted at various places in all district school sites.

Students and staff will be periodically reminded throughout the year of the availability of this policy, the district’s commitment to preventing bullying, and help available for those affected by bullying. Anti-bullying programs will be incorporated into the district’s other violence prevention efforts.

All staff will receive annual training regarding preventing, identifying, reporting, and managing bullying. The district’s bullying coordinator and individuals designated as school site investigators will receive additional training regarding appropriate consequences and remedial action for bullies, helping targets of bullies, and the district’s strategy for counseling and referral for those affected by bullying.

Students will receive annual education regarding behavioral expectations, understanding bullying and its negative effects, disciplinary consequences for infractions, reporting methods, and consequences for those who knowingly make false reports. Parents and guardians may participate in a parent education component.

B. Safe School Committees

Each Safe School Committee has the responsibility of studying and making recommendations regarding unsafe conditions, strategies for students to avoid harm at school, student victimization, crime prevention, school violence, and other issues which interfere with and adversely affect school safety.

With respect to student bullying, each Committee shall assist the board in promoting a positive school climate. The Committee will study the district’s policy and currently accepted bullying prevention programs (available on the state department website) to make recommendations regarding bullying. These recommendations must be submitted to the principal and cover: (i) needed staff development, including how to recognize and avoid bullying; (ii) increasing student and community involvement in addressing bullying, (iii) improving individual student-staff communication, (iv) implementing problem solving teams which include counselors and/or school psychologists, and (v) utilizing behavioral health resources.

Student Reporting

Students are encouraged to inform school personnel if they are the target of or a witness to bullying. To make a report, students should notify a teacher, counselor, or principal. The employee will give the student an official report form, and will help the student complete the form, if needed.

Students may make an anonymous report of bullying, and such report will be investigated as thoroughly as possible. However, it is often difficult to fully investigate claims which are made anonymously and disciplinary action cannot be taken against a bully solely on the basis of an anonymous report.

Staff Reporting

Staff members will encourage students to report bullying. All employees are required to report acts of bullying to the school principal on an official report form. Any staff member who witnesses, hears about, or suspects bullying is required to submit a report.

Bullying Investigators

Each school site will have a designated individual and an alternate to investigate bullying reports. These individuals will be identified in the site's student and staff handbooks, on the district's website, and in the bullying prevention education provided annually to students and staff. The district's anti-bullying program is coordinated at the district level by its bullying coordinator, Chad Coomer, Director of Teaching and Learning.

Investigating Bullying Reports

For any alleged incidents of bullying reported to school officials, the designated school official will investigate the alleged incident(s) and determine (i) whether bullying occurred, (ii) the severity of the incident(s), (iii) the potential for future violence and (iv) the reason for the actual or perceived bullying.

In conducting an investigation, the designated official shall interview relevant students and staff and review any documentation of the alleged incident(s). School officials may also work with outside professionals, such as local law enforcement, as deemed appropriate by the investigating official. In the event the investigator believes a criminal act may have been committed or there is a likelihood of violence, the investigator will immediately call local law enforcement and the superintendent.

At the conclusion of the investigation, the designated employee will document the steps taken to review the matter, the conclusions reached and any additional action taken, if applicable. Further, the investigator will notify the district's bullying coordinator that an investigation has occurred and the results of the investigation.

Upon completion of an investigation, the school may recommend that available community mental health care or substance abuse options be provided to a student, if appropriate. The school may provide a student with information about the types of support services available to the student bully, target, and any other students affected by the prohibited behavior. These resources will be provided to any individual who requests such assistance or will be provided if a school official believes the resource might be of assistance to the student/family. The district is not responsible for paying for these services. No school employee is expected to evaluate the appropriateness or the quality of the resource provided, nor is any employee required to provide an exhaustive list of resources available. All school employees will act in good faith.

The school may request the disclosure of information concerning students who have received substance abuse or mental health care (pursuant to the previous paragraph) if that information indicates an explicit threat to the safety of students or school personnel, provided the disclosure of the information does not violate the requirements and provisions of the Family Educational Rights and Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996, OKLA. STAT. tit. 12 § 1376, OKLA. STAT. tit. 59 §1376 of the Oklahoma Statutes, or any other state or federal laws regarding the disclosure of confidential information. The school may request the disclosure of information when it is believed that the student may have posed a danger to him/herself and having such information will allow school officials to determine if it is safe for the student to return to the regular classroom or if alternative education arrangements are needed.

Parental Notification

The assigned investigator will notify the parents of a target within one (1) school day that a bullying report has been received. Within one (1) school day of the conclusion of the investigation, the investigator will provide the parents of a target with the results of the investigation and any community resources deemed appropriate to the situation.

If the report of bullying is substantiated, within one (1) school day of the conclusion of the investigation, the investigator will contact the parents of the bully to discuss disciplinary action and any community resources deemed appropriate to the situation.

The timelines in this parental notification section may be reasonably extended if individual circumstances warrant such an extension.

Parental Responsibilities

All parents/guardians will be informed in writing of the district's program to stop bullying and will be given a copy of this policy upon request. An administrative response to a reported act of bullying may involve certain actions to be taken by parents. Parents will be informed of the program and the means for students to report bullying acts toward them or other students. They will also be told that to help prevent bullying at school they should encourage their children to:

- Report bullying when it occurs;
- Take advantage of opportunities to talk to their children about bullying;
- Inform the school immediately if they think their child is being bullied or is bullying other students;
- Watch for symptoms that their child may be a target of bullying and report those symptoms; and
- Cooperate fully with school personnel in identifying and resolving incidents.

Student Transfers

Students who are victims of bullying, and who report the incident(s) to school administrators, may choose to transfer to another school district. Any application for transfer must be made in accordance with the receiving school district's transfer policy.

Monitoring and Compliance

In order to assist the State Department of Education with compliance efforts pursuant to the *School Safety and Bullying Prevention Act*, 70 OKLA. STAT. § 24-100.2 et seq., the district will identify a Bullying Coordinator who will serve as the district contact responsible for providing information to the State Board of Education. The Bullying Coordinator shall maintain updated contact information on file with the State Department of Education and the school district will notify the State Department of Education within fifteen (15) days of the appointment of a new Bullying Coordinator.

A copy of this policy will be submitted to the State Department of Education by December 10th of each school year as part of the school district's Annual Performance Report.

Reference: OKLA. STAT. tit. 70 § 24-100.2

Finance

GUIDELINES FOR THE RECEIPT, DEPOSIT, AND EXPENDITURE OF SCHOOL ACTIVITY FUNDS

RECEIPTS

1. Students will be directed during specified times to a designated building banker and/or building secretary to deposit monies from fundraisers, fees, and purchases. The student will be issued a receipt from the banker/secretary.
2. The sponsor will be issued a copy of the student's receipt for record-keeping purposes.
3. The District Banker will collect monies daily from each building, issue receipts, prepare bank deposits daily, and log the receipts and deposits in the ledgers of each activity fund sub-account.
4. Students who present monies outside the specified times of the building banker, will be directed to the building secretary who will serve as the alternate building banker. The building secretary will then notify the District Banker who will collect the money from the building secretary.
5. At no time is money to be left unattended or in the building at night. The District Banker will utilize the services of the local bank night deposit.

EXPENDITURES

1. The expenditure of monies through the school activity fund shall be approved by the Board of Education. The specific pre-approval expenditures listed in this policy do not require additional approval from the Board. Any expenditures not itemized in this policy will require prior approval from the Board of Education.
2. Sponsors will complete in detail an activity fund purchase order listing item description, amount of purchase and vendor.
3. Sponsors will present the completed purchase order to the designated building secretary for verification that account balance is sufficient to accommodate purchase and initial accordingly. The secretary then directs the purchase order to the attention of the building administrator for approval of the purchase.
4. If approved, the building secretary will encumber the amount from the appropriate account and a purchase order number will be issued.
5. The secretary will enter the encumbrance in the activity fund ledger in the appropriate sub-account.
6. A copy of the purchase order (approved or not approved) will be returned to the sponsor for appropriate action (order or not order) and a copy of the approved purchase order will be directed to the activity fund custodian when ready for payment.
7. When change is needed for any sponsored event, the same purchase order procedures will be used.
8. Payments for orders made without complying with the approved procedures will not be made through the activity fund.
9. Reimbursement to sponsors must be approved in advance of purchase to qualify for reimbursement. A purchase order must be made to the sponsor.

RECEIPT OF MERCHANDISE - APPROVAL OF PAYMENT

In order to facilitate an orderly inventory of goods and merchandise received, the following procedures will be used:

1. All deliveries and shipments will be directed to the Transportation and Maintenance Facility for receipt and campus distribution.
2. Orders received will be logged by the Maintenance Office and directed to building destination with shipping receipt attached.
3. Building secretary will accept orders and direct to individual sponsor for final inventory and return of completed shipping receipt to Central Office for verification of contents received.
4. Payment will be made on valid purchase orders when verification of receipt has been received from sponsor.

FUND RAISING PROCEDURES

1. Specific fund raising events itemized in this policy have been pre-approved for each activity account and do not need additional approval from the Board of Education. Prior approval must be granted by the building administrator.
2. Fund raising activities or events not listed in this policy must be approved first by the building administrator and then the Board of Education.
3. Requests must be submitted to the Board of Education for consideration at least one week prior to the regularly scheduled meeting during the month preceding the fund raising activity or event.
4. Prior to ordering fund raising merchandise, a purchase order must be completed. An estimate of the cost may be used when exact price is unavailable.

**PURCHASING PROCEDURE
GENERAL FUND**

PURCHASES: ALL FUNDS

Glenpool School will pay for no purchases that are made prior to the assignment of a purchase order number. If the order date and/or invoice date on the invoice is prior to the date on the signed, numbered purchase order, the person responsible for the order will have two options:

1. Return the merchandise to the company.
2. Pay for the merchandise personally.

ACTIVITY FUND - FUND RAISER, GROUP TRAVEL, YEARBOOK PURCHASES, ETC.:

Purchase orders must be completed, signed, dated and numbered before the order for merchandise for sale is ordered or the travel is arranged. The school will not pay a purchase order where the order date/invoice date precedes the purchase order date.

The purchase order must be completed for the total expense of the fund raiser, trip, yearbook, etc.

Purchase orders that are issued for fund raising materials, trips, yearbooks, etc. that exceed the available balance in the sub-account, must include the following language:

Sub-account balance is not of sufficient amount for this encumbrance. The intent of the purchase order is to make payments from the future proceeds of the fund raiser, fundraising activities, or sale of the yearbook.

REIMBURSEMENTS: ALL FUNDS

Travel and meal reimbursements -

A dated and numbered purchase order for approved reimbursement for travel must be on the file in the encumbrance clerk's office before the dates of the travel. If receipts and/or mileage claims are presented for reimbursement that have dates preceding the date of the purchase order for that reimbursement, no reimbursement will be paid.

All receipts for meal reimbursement must state purpose of reimbursement, for example, what meeting was attended, and for whom the meal was purchased.

No photocopies of receipts will be accepted. No credit card receipts will be accepted. The receipt must show what was purchased.

Meals will be reimbursed only during out of town travel that involves an overnight stay.

If meals are charged to hotel rooms, the employee must return a receipt to the school from the restaurant showing what was purchased in order for the school to pay the hotel. If receipts are not returned, the employee will be responsible for the payment of the meal to the hotel.

There will be no reimbursement for tolls without receipts.

Reimbursements for materials and supplies -

No employee will be reimbursed for materials or supplies purchased with the employee's personal money unless the following conditions are met:

1. Prior approval is granted by the supervisor.

2. A completed signed, numbered and dated purchase order is on file in the encumbrance clerk's office. The date of the purchase order must precede the date of the purchase on the receipt submitted for reimbursement or the reimbursement will not be made.

POLICY REGARDING REIMBURSEMENT OF TRAVEL EXPENSES

Expenses incurred while employees, and School Board Members are traveling on approved school trips will be reimbursed as follows:

MEALS

School Board Members will be reimbursed for the full cost of meals up to \$65.00 purchased while attending workshops or conferences for the purpose of obtaining school board member training as required by law. Expenses will be reimbursed for full cost of meals excluding any alcoholic beverages and excluding any reimbursement for spouses'/guests' meals. School board members must present detailed receipts that show where the purchase was made, what was purchased, date of purchase and amount of purchase.

Administrators and teachers will be reimbursed for meals up to \$65.00 per day per employee only if the meals purchased are a part of an approved school trip that required the employee to be gone from the district overnight. There will be no reimbursement for meals purchased within the school district boundaries. Employees must present detailed receipts. There will be no reimbursement for alcoholic beverages. Receipts should be presented that show where the purchase was made, what was purchased, date of purchase, and amount of purchase. Tips (maximum 15%) may be included for reimbursement but total not to exceed maximum allowed per day (\$65.00). Credit card signature slips are not valid receipts.

VEHICLES

Employees and Board Members who use their personal vehicles for travel will be reimbursed for mileage at the rate of 50.5 cents per mile. Use of personal vehicles must be pre-approved to be eligible for reimbursement. Cost of rental cars will be reimbursed if use of rental car was pre-approved by the Superintendent of Schools. Receipt from the rental car agency must be presented for reimbursement.

CAR FARE, AIRPORT TRANSFERS, PARKING, TOLLS

Receipts must be presented for parking and tolls. If receipts are not available for cab fares and airport transfers, a detailed log of expenses, signed by the employee or Board Member, will be accepted.

AIRFARE

Cost of airline will be paid by purchase order in advance whenever possible. If arrangements cannot be made to pre-pay airfare, employees and Board Members must present receipts from airline. Airfare must be pre-approved to be eligible for reimbursement. Credit card signature slips are not valid receipts.

ROOMS

Cost of rooms, applicable taxes and applicable meals will be paid by purchase order in advance whenever possible. If arrangements cannot be made to pre-pay the room expense, employee and Board Members must present a receipt from the hotel for reimbursement. Credit card signature slips are not valid receipts. Expenses for phone calls, movies, and incidentals charged to the room must be paid to the hotel by the employee or Board Member at the time of check-out. These are not reimbursable expenses.

CONFERENCE EXPENSES AND REGISTRATION FEES

Conference fees will be paid by purchase order in advance whenever possible. Receipts must be presented for reimbursement for expenses not pre-paid. Attendance must be approved by school administration to be eligible for reimbursement or pre-payment. Expenses for personal entertainment will not be reimbursed.

Approved 11/9/15

PAYMENT FOR UNUSED SICK LEAVE AT RETIREMENT

Upon retirement from the school district, with a minimum of ten (10) years with the district, support employees shall be compensated for accumulated sick leave up to 50 days at the following rate:

- \$20 per day for employees with 10-19 years in the district
- \$25 per day for employees with 20-29 years in the district
- \$30 per day for employees with 30+ years in the district

This benefit is eligible to be paid as a one-time payment following letter of resignation/retirement and submission of OTRS

paperwork, if applicable. The payment will be made prior to June 30 of the year of retirement. This one-time benefit is contingent upon availability of funds and will be subject to annual renewal by the Board of Education.

Technology

INTERNET AND TECHNOLOGY SAFETY PURSUANT TO THE CHILDREN'S INTERNET PROTECTION ACT

It is the policy of the district to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic or digital communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 U.S.C. §254(h)].

Definition

Key terms as defined in the Children's Internet Protection Act:

Access to Inappropriate Material - To the extent practical, technology protection measures (or "Internet Filters") shall be used to block or filter Internet (or other forms of electronic or digital communications) access to inappropriate information. Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

Inappropriate Network Usage

Any individual who uses the district's resources to access the Internet or engage in any electronic or digital communication is required to participate in the district's education efforts (undertaken pursuant to the Children's Internet Protection Act) and comply with the district's acceptable use policy.

Supervision and Monitoring

All employees are responsible for supervising and monitoring student use of the Internet in accordance with the district's technology policies and the Children's Internet Protection Act. The district's IT director shall establish and implement procedures regarding technology protection measures. No individual will be permitted to use the district's technology resources in a manner inconsistent with the district's policies.

Personal Safety

Employees and students shall not use the district's technology resources in any manner that jeopardizes personal safety. Students and employees must follow the district's technology policies, including the acceptable use policy which details the district's safe use standards.

ACCEPTABLE USE OF INTERNET AND ELECTRONIC AND DIGITAL COMMUNICATIONS DEVICES

The forms of electronic and digital communications change rapidly. This policy addresses common existing forms of electronic and digital communication (email, texting, blogging, tweeting, posting, etc.) but is intended to cover any new form of electronic or digital communication which utilizes a computer, phone or other digital or electronic device.

As a part of the resources available to students and employees, the district provides Internet access at each school site and at its administrative offices. The district intends for this resource to be used for educational purposes and not to be used for conduct which is harmful. This policy outlines the district's expectations regarding Internet access. The ability to access the Internet while on school property is a privilege and not a right. Access cannot be granted until an individual has completed an "Internet Access Agreement" and access may be revoked at any time.

Any individual using district resources to engage in electronic or digital communications or files has no expectation of

privacy. Further, employees and students must be cognizant of the fact that electronic or digital communications which occur on private equipment are often permanently available and may be available to school administrators.

Employees and students are expected to use good judgment in all their electronic or digital communications - whether such activities occur on or off campus or whether the activity uses personal or district technology. Any electronic or digital communication which can be considered inappropriate, harassing, intimidating, threatening or bullying to an employee or student of the district - regardless of whether the activity uses district equipment or occurs during school/work hours - is strictly forbidden. Employees and students face the possibility of penalties, including student suspension and employee termination, for failing to abide by district policies when accessing and using electronic or digital communications.

The Internet provides users the ability to quickly access information on any topic - even topics which are considered harmful to minors. The district's IT department has attempted to filter this access in order to protect students from harmful content. In the event inappropriate material is inadvertently accessed, students should promptly report the site to their teacher so that other students can be protected. No individual is permitted to circumvent the district's privacy settings by accessing blocked content through alternate methods. In the event an employee needs access to blocked content, he/she should make arrangements through the building principal or IT director.

Although the district's IT department has taken appropriate steps to block offensive material, users may unwittingly encounter offensive material. All users of the district's electronic resources are required to exercise personal responsibility for the material they access, send or display, and must not engage in electronic conduct which is prohibited by law or policy. If a student inadvertently accesses or receives offensive material, he/she should report the communication to the assigned teacher. If an employee accesses or receives offensive material, he/she should report the communication to the building principal or IT director. No individual is permitted to access, view or distribute materials which are inappropriate or create a hostile environment.

Internet and Network Access - Terms and Conditions.

Acceptable Use - Students. Students agree to access material in furtherance of educational goals or for personal leisure and recreational use which does not otherwise violate this policy. No student may make an electronic or digital communication which disrupts the education environment - even if that communication is made outside of school or on personal equipment. Types of electronic or digital communications which can disrupt the education environment include, but are not limited to:

- Sexting
- Harassing, intimidating, threatening or bullying posts, tweets, blogs, images, texts, etc.
- Distributing pictures, recordings or information which is harmful or embarrassing

Students who engage in electronic or digital communications which disrupt the education environment are subject to disciplinary action, including suspension from school. Depending on the nature of the electronic or digital communication, students may also be subject to civil and criminal penalties.

Acceptable Use - Employees. Employees agree to access material in furtherance of educational goals, including research and professional development. Employees are also permitted to judiciously use the district's electronic resources for limited personal use, provided that the use is of no cost to the district, does not preempt business activity, impede productivity, or otherwise interfere with work responsibilities. Electronic or digital communications made using district owned equipment must be professional in nature and cannot be used for the exercise of the employee's free speech rights.

Any electronic or digital communication in which the employee can be identified as an employee of the district - regardless of whether the communication is made with district owned equipment or during work hours - must be a professional communication. Accordingly, if the individual is identifiable as a district employee, electronic or digital communications must not contain sexual, harassing, discriminatory or immoral content. Further, the communication cannot promote the use of tobacco, drugs, alcohol or be otherwise inconsistent with the district's objectives.

Employees agree to keep their work station secure at all times. Students may not have operational control of an employee work station. Passwords to district network and applications containing confidential student information must not be disclosed to others.

Employees are expressly prohibited from engaging in any electronic or digital communications with students unless the

superintendent/principal has granted the employee permission to create or maintain a district website, account, or other form of electronic or digital communication. Any employee who engages in electronic or digital communication with students (without prior approval) is acting outside the scope of his/her employment with the district.

Employees are permitted to utilize electronic or digital communications with students provided the communication is available to all students of a specific group. For example, a teacher may create a dedicated site for all his/her students, or a coach may send a group text to all players on a team. In order to engage in any electronic or digital communications with students, an employee must make arrangements through the building principal prior to the start of the year/season and must provide parents with a written plan for the electronic or digital communications. Any employee who engages in unauthorized or inappropriate electronic or digital communication with students is acting outside the scope of his/her employment with the district.

Prohibited Use. Users specifically agree that they will not use the Internet to access material which is: threatening, indecent, lewd, obscene, or protected by trade secret. Users further agree that they will not use the district's electronic resources for political lobbying; and will not use the district's electronic resources for commercial activity, charitable endeavors, or product advertisement without prior administrative approval.

Parental Consent. Parents must review this policy with their student and sign the consent form prior to a student being granted Internet access.

Privilege of Use. The district's electronic resources, including Internet access, is a privilege which can be revoked at any time for misuse. Prior to receiving Internet access, all users will be required to successfully complete an Internet training program administered by the district.

Internet Etiquette. All users are required to comply with generally accepted standards for electronic or digital communications, including:

- a. **Appropriate Language.** Users must refrain from the use of abusive, discriminatory, vulgar, lewd or profane language in their electronic or digital communications.
- b. **Content.** Users must refrain from the use of hostile, threatening, discriminatory, intimidating, or bullying content in their electronic or digital communications.
- c. **Safety.** Students must not include personal contact information (name, address, phone number, address, banking numbers, etc.) in their electronic or digital communications. Students must never agree to meet with someone they met online and must report any electronic or digital communication which makes them uncomfortable to their teacher or principal.
- d. **Privacy.** Users understand that the district has access to and can read all electronic or digital communications and files created and received with district resources. Users agree that they will not use district resources to create or receive any electronic or digital communications which they want to be private.
- e. **System Resources.** Users agree to use the district's electronic resources carefully so as not to damage them or impede others' use of the district's resources. Users will not:
 - install any hardware, software, program or app without approval from the IT department
 - download large files during peak use hours
 - disable security features
 - create or run a program known or intended to be malicious
 - stream music
 - stream video for personal entertainment
- f. **Intellectual Property and Copyrights.** Users will respect others' works by giving proper credit and not plagiarizing, even if using websites designed for educational and classroom purposes (See www.copyright.gov/fls/fl102.html) Users agree to ask the media center director for assistance in citing sources as needed.

Limitation of Liability. The district makes no warranties of any kind, whether express or implied, for the services provided and is not responsible for any damages arising from use of the district's technology resources. The district is not responsible for the information obtained from the use of its electronic resources and is not responsible for any charges a user may incur while using its electronic resources.

Security. If a user notices a potential security problem, he/she should notify the IT director immediately but should not demonstrate the problem to others or attempt to identify potential security problems. Users are responsible for their individual account and should not allow others to use their account. Users should not share their access code or password with others. If a user believes his/her account has been compromised, he/she must notify the IT director immediately. Any attempt to log on to the district's electronic resources as another user or administrator, or to access restricted material, may result in the loss of access for the remainder of the school year or other disciplinary measures.

Vandalism. No user may harm or attempt to harm any of the district's electronic resources. This includes, but is not limited to, uploading or creating a virus or taking any action to disrupt, crash, disable, damage, or destroy any part of the district's electronic resources. Further, no user may use the district's electronic resources to hack or vandalize another computer or system.

Inappropriate Material. Access to information shall not be restricted or denied solely because of the political, religious or philosophical content of the material. Access will be denied for material which is:

- a. Obscene to minors, meaning (i) material which, taken as a whole, lacks serious literary, artistic, political or scientific value for minors and, (ii) when an average person, applying contemporary community standards, would find that the written material, taken as a whole, appeals to an obsessive interest in sex by minors.
- b. Libelous, meaning a false and unprivileged statement about a specific individual which tends to harm the individual's reputation.
- c. Vulgar, lewd or indecent, meaning material which, taken as a whole, an average person would deem improper for access by or distribution to minors because of sexual connotations or profane language.
- d. Display or promotion of unlawful products or services, meaning material which advertises or advocates the use of products or services prohibited by law from being sold or provided to minors.
- e. Group defamation or hate literature, meaning material which disparages a group or a member of a group on the basis of race, color, sex, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information or advocates illegal conduct or violence or discrimination toward any particular group of people. This includes racial and religious epithets, "slurs", insults and abuse.
- f. Disruptive school operations, meaning material which, on the basis of past experience or based upon specific instances of actual or threatened disruptions relating to the information or material in question, is likely to cause a material and substantial disruption of the proper and orderly operation of school activities or school discipline.

Application and Enforceability. The terms and conditions set forth in this policy shall be deemed to be incorporated in their entirety in the Internet Access Agreement executed by each user. By executing the Internet Access Agreement, the user agrees to abide by the terms and conditions contained in this policy. The user acknowledges that any violation of this policy may result in access privileges being revoked and disciplinary action being taken. For students, this means any action permitted by the district's policy on student behavior. For employees, this means any action permitted by law, including termination of employment.

Education of Students Regarding Appropriate On-Line Behavior. In compliance with the Protecting Children in the 21st Century Act, Section 254(h)(5), the district provides education to minors about the appropriate use of the district's electronic resources, including interacting with others on social networking and chat sites, and cyber bullying. As a part of that education, guidelines on cyber bullying and internet safety for students are attached to this policy.

Cyber Bullying and Internet Safety Fact Sheet

People can be bullied in lots of ways, including through cyber bullying. Cyber bullying is when someone sends or posts things (words, pictures, recordings) that are mean, embarrassing or make people feel scared, embarrassed or uncomfortable. Even if they don't do this at school sometimes cyber bullying makes things at school hard. No student is allowed to disrupt school through cyber bullying.

Cyber bullies work in lots of ways, but here's some of their most common:

- Send or post mean messages
- Make up websites or accounts with stories, cartoons, pictures or "jokes" that are mean to others
- Take embarrassing pictures or recordings (without asking first)
- Send or post stuff to embarrass others
- Hack into other people's accounts or read their stuff
- Hack into other people's accounts and send or post their private stuff
- Pretend to be somebody else to get someone to give them private info
- Send threats

If you're a cyber bully knock it off! Ask your principal/counselor how you can make things right.

If someone is cyber bullying you, there's something you can do about it:

- Don't respond to and don't ignore a cyber bully. Instead, tell an adult you trust. If cyber bullying follows you to school, tell your teacher, counselor or principal.
- Even if what the bully does is embarrassing, don't delete it. Instead, get a copy so you can prove what happened.
- Have an adult help you contact a company representative (cell phone company, Yahoo, Facebook, Twitter, etc.) about blocking or removing the bad stuff.

You can't always stop people from being mean, but there are ways to help yourself:

- Don't give out your personal info in electronic or digital communications
- Don't tell anyone but your parents what your login name, password or PIN number is
- Don't post or send embarrassing pics or recordings (even on your own sites) - bullies love to copy your stuff

Suggestions for Parents:

- Help your child understand how permanent electronic or digital communications are
- Talk to your child about understanding, preventing and responding to cyber bullying
- Contact your student's school for help if you suspect your child is being cyber bullied – or if you suspect your child is engaging in cyber bullying

PROHIBITED USE OF DISTRICT ISSUED TECHNOLOGY EQUIPMENT

The district may issue a wireless device to the employee such as a cell phone, iPad, or laptop. Employees who are issued these devices must carefully adhere to all other district technology policies.

Any employee who is issued a district owned wireless device must protect the device from loss, damage, or theft. If the device is lost, the employee must promptly report the loss to his/her supervisor. If the device is stolen, the employee must immediately file a police report and notify his/her supervisor.

District issued equipment may be assigned to specific classrooms at the discretion of the IT Department and, as such, may be recalled and reassigned either temporarily or permanently at any time during the school year.

Employees must return all wireless devices, in good condition, upon request of the district or upon separation from employment, whichever is sooner.

PERSONAL WIRELESS DEVICES

The district requires that all individuals devote their full attention to education while at school or during education activities. Accordingly, the district expects both employees and students to limit their use of personal wireless devices at school. Wireless devices include, but are not limited to, cell phones, laptops, cameras, tablets, etc.

Personal wireless devices 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.

Students

It is the district's policy that students who possess a personal wireless device at school must keep that device turned off and out of sight during school day. No student will be permitted to access his/her personal wireless device during class time except with teacher permission due to an emergency or participation in a district approved Bring Your Own Device (BYOD) setting.

Students who violate this policy will have their personal wireless device confiscated until after a parent conference, and may lose the privileges of possessing such a device for the remainder of the school year. Students are also subject to other disciplinary action.

Students may not use any personal wireless device to:

- send or receive answers to test questions;
- record conversations or events during the school day, on school property or at school activities;
- threaten, harass, intimidate, or bully;
- take, possess, or distribute obscene or pornographic images or photos;
- engage in lewd communications;
- violate school policies, handbook provisions, or regulations.

Employees

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 for electronic or digital communications with other employees, parents, and students.

No individual may use any personal cell phone while operating a district vehicle or while conducting school business in a personal vehicle with the exception of the use of "hands free" technology.

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 student made recordings, 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.

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.

**INTERNET ACCESS AND NETWORK AGREEMENT
(EMPLOYEES)**

Employee Name: _____

Position: _____

School or Site: _____

Home Address: _____

Home Phone No.: _____

COMPLIANCE

The user is responsible for maintaining the integrity and security of information stored in the system and will comply with the following procedures:

Users will keep their passwords secure. Passwords must not be in a form that may be vulnerable to discovery by others and must not be disclosed to others. Any staff member needing access to the system will have a user ID and password and be assigned rights to view any student or curriculum data deemed necessary for the completion of their assigned duties. In the event a password is compromised, the user should contact the IT Department for the assignment of a new password.

Users have the responsibility of password protecting their computer and using the lock feature available by pressing Control_Alt_Delete. Users may also lock their system by activating their password protected screen saver. One of these locking features must be activated when the teacher is away from his/her computer.

The teacher will maintain one computer for the use of authorized staff only for security reasons. Teacher accounts permit access to local resources and internet resources without the CIPA required filters that provide a safe and secure environment for students.

Employees are required to maintain appropriate electronic boundaries with students. In order to maintain appropriate boundaries, the district encourages employees to send group texts or emails and to use separate personal and school electronic accounts.

I have reviewed the policy titled *Acceptable Use of Internet and Electronic and Digital Communications Devices*, found on the district website. I have read and agree to abide by its provisions, including the above Compliance Statement. I understand that any violation of the use provisions may result in disciplinary action including suspension and/or revocation of network privileges as well as any discipline allowed by law including termination of employment.

Employee Signature

Date