

MARIETTA PUBLIC SCHOOLS

Support Employees

Policy Handbook

Revised 6-26-17

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These policies 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 by the Board of Education on this 4th day of March 2002.

Revised by the Board of Education on this 30th day of June, 2008.

Revised by the Board of Education this 3rd day of June, 2013.

Revised by the Board of Education this 26th day of June, 2017.

FULL TIME EMPLOYEE

A full time employee is recognized as an employee working twenty (20) hours or more per week for a minimum of one hundred seventy-two (172) days. Employees who do not meet these criteria are not eligible for benefits.

PROBATIONARY EMPLOYEE

The first twelve (12) months of initial employment shall be considered to be a probationary period in which the immediate supervisor shall evaluate the employee's ability to perform the functions required of the position. At any time prior to the conclusion of the probationary period, employment may be terminated if it is determined that the employee is unable to perform the required functions of the position. Probationary employees shall not be entitled to access due process procedures.

SUBSTITUTES, IRREGULAR, SEASONAL, TEMPORARY EMPLOYMENT

These are temporary positions and employees hired for these positions will receive no benefits associated with said positions.

SUPPORT EMPLOYEE HOURS

Support employees' hours per day and days per year will be as assigned by the immediate supervisor and approved by the Superintendent of Schools. Compensation will be based on assigned work time excluding an approved lunch break.

Starting and ending times and the length and time of lunch breaks for each employee will be set by the immediate supervisor after consulting with the Superintendent of Schools.

CONTRACT EXTENSION

When the Superintendent deems it necessary that an employee work more than the days contracted, the Superintendent may extend said employee's contract as needed. When an extension is assigned, all applicable benefits shall apply. The employee will be paid on a per diem basis calculated using his current salary rate.

ADVERTISEMENT OF JOB VACANCIES

A written notice of job vacancies, whether existing or newly created, will be posted in each building where support employees work for at least five (5) days from the date of posting when feasible and when the posting does not limit the District's responsibility to meet the needs thereof in an expedient manner and to insure a safe, orderly and efficient operation of the schools. Posting of job openings during the summer months will be in administrative office only.

Employees who want to apply for a job that is posted or who desire transfer to another building must file written statement of such desire with Superintendent of Schools.

PAID LEAVE

Any paid leave shall be charged and paid only in one-half days, whole days, and multiples thereof.

SICK LEAVE

Each year on July 1, twelve (12) month (261 day) employees shall be granted twelve (12) paid sick leave days.

Each year on August 1, ten (10) month (187 day) employees shall be granted ten (10) paid sick leave days.

Each year on August 1, nine (9) month (172 day) employees shall be granted nine (9) paid sick leave days.

Employees hired mid-year will receive a prorated number of days for their partial year of employment.

For OTRS purposes only, there will be no cap on the accumulation of sick leave days. Sick leave may be used to care for illness within the immediate family. The immediate family is defined as spouse, children, parents, grandparents, siblings, surrogate parents, any person for whom the employee is the legal guardian, grandchildren, and corresponding in-laws (5 day limit for corresponding in-laws).

For absences to be charged to sick leave, employees must notify their immediate supervisor prior to their absence, allowing adequate time for a substitute to be hired if necessary and indicate when they expect to return to work. Whenever circumstances indicate suspected abuse of the sick leave policy, the board reserves the right to require an employee to provide a doctor's statement or a signed statement by the employee verifying the employee's absence was due to personal illness or illness within the employee's immediate family.

BEREAVEMENT LEAVE

Employees shall be provided up to three (3) days bereavement leave to be used at their discretion. Additional days will be provided for a death in the immediate family which will not exceed a sum total of five (5) days per occurrence, with the additional days charged to sick leave. Should additional continuous days be necessary, arrangements for a time extension must be approved by the supervisor. Immediate family is defined as: father, mother, siblings, spouse, children, aunt, uncle, grandparents, and corresponding in-laws. If a death in the immediate family occurs when an employee is currently on leave for any other reason, up to 3 days may be applied to bereavement leave and the employee will return as previously arranged.

EMERGENCY LEAVE

A total of five (5) days of leave with pay will be granted each employee each year in the event of catastrophic events or unforeseen situations that require immediate action.

PERSONAL BUSINESS LEAVE

Each full time support employee shall be granted three (3) days of leave each year to conduct personal business that must be conducted at times when school is in session. At the end of each school year unused leave shall be converted to sick leave. If all available sick leave is used, personal leave shall be used for sick.

Requests for personal business leave shall be submitted in writing to and approved by the supervisor prior to the absence.

MILITARY LEAVE

Military leave shall be granted as required by law.

LEGAL PROCEEDINGS

An employee will be granted, on a day to day basis, an absence with pay for court appearances as an agent of the School District.

Employees shall be granted leave to serve on a jury or as a witness subpoenaed in a criminal, civil, or juvenile proceeding or as otherwise ordered to appear by the court. An employee serving as a juror or subpoenaed witness shall be paid his/her contract salary less any compensation received for such service, exclusive of parking or mileage reimbursement.

LEAVE REIMBURSEMENTS

The District shall not make reimbursement for any unused leave except in the case of vacation leave as described in that section.

FAMILY MEDICAL LEAVE

Family Medical Leave shall be granted as required by law.

MARIETTA SCHOOL DISTRICT POLICY CREATING A SICK LEAVE SHARING BANK

This policy is established pursuant to Title 70, Section 6-104.6M of the Oklahoma Statutes. A sick leave sharing bank (the "Bank") for all full-time District employees consisting of sick leave days donated by any School District employee will be created under the following guidelines:

1. Permission to receive donations will be granted only for a District employee (a) who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition (b) that has caused or will cause the employee to exhaust all accumulated sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes and (c) that has caused or is likely to cause the employee to take leave without pay or to terminate employment.
2. The Bank will be administered by an employee committee (the "Committee") consisting of three (3) administrators, who shall be appointed by the Superintendent of Schools. Vacancies on the Committee shall immediately be filled in the same manner as set forth above. Committee members shall serve for one fiscal year, but are eligible for annual reappointment and shall be appointed no later than September 1 of each year. The Committee shall elect a chairman from its members.
3. For purposes of this policy, the following definitions 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, who have reciprocal duties to and do provide financial support for one another, including foster children and legal wards, even if they do not live in the household. This term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

"Severe" or "extraordinary" means serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom.

"District employee" means any employee of the School District.

"Full-time employee" means a full-time employee of the School District as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee and who is employed a minimum of one hundred seventy-two (172) days.

4. A District employee's request for permission to receive sick leave donations from the Bank must be made to the Committee Chairman, in writing, and may be presented to the Committee Chairman by the District employee or another employee (acting with the affected employee's permission) in his or her behalf. The Committee will meet and make a determination by a majority vote of the Committee members present and voting as to whether: (a) the employee is eligible to receive sick leave days from the Bank and (b) the total number of sick leave days to be given to the employee from the Bank. At least two Committee members must be present in order for the Committee to act. A District employee may be eligible to receive sick leave donations from the Bank if the Committee determines that the employee meets the criteria described in this policy and the employee has followed District policies regarding the use of sick leave. To allow the Committee to determine whether the employee meets the criteria described in this policy, the employee may be required to first submit a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition. Within five (5) business days of the Committee's approval of a District employee to receive sick leave day donations from the Bank, the Committee Chairman shall notify the Superintendent of the District of the name of the District employee and the number of sick leave days authorized by the Committee to be received by the District employee from the Bank. If approval is denied, the Committee Chairman shall notify the Superintendent of that fact. The Superintendent shall notify any requesting employee of the Committee's approval or denial of his/her request. The decision of the Committee shall be final and non-appealable. On or before December 31 and June 1 of each fiscal year the Committee Chairman shall notify the Superintendent of the District of the number of sick leave days in the Bank as of the date of the report.
5. A District employee may use donated sick leave only for the purposes specified in this policy.
6. Sick leave received from the Bank will be paid at the daily rate of the receiving District employee. The sick leave received by a District employee from the Bank will be designated as donated sick leave and will be maintained separately from all other sick leave balances.

7. Sick leave donated to the Bank by any District employee becomes the property of the Bank and may no longer be counted by the donor employee toward current or accumulated sick leave. Sick leave days donated will remain in the Bank until exhausted.
8. The maximum total number of sick leave days that may be received from the Bank by any employee is sixty (60) during his/her total District employment.
9. A District employee may donate to the Bank only sick leave days that are earned and accumulated. A District employee may donate any amount of sick leave provided the donation does not cause his/her sick leave balance to fall below ten (10) days.
10. Any donation of sick leave days by a District employee to the Bank is strictly voluntary. No District employee shall be coerced, threatened, intimidated or financially induced into donating sick leave under this policy. A contribution of sick leave to the Bank must be confirmed, in writing, by the Committee Chairman to the Superintendent of the School District within five (5) business days of the date of the donation stating the name of the donor employee and then number of sick leave days donated to the Bank. The number of sick leave days of the donor employee shall be appropriately reduced in the District's records by the donated amount.

Approved this 9th day of September 2002.

PAID HOLIDAYS

Employees contracted for twelve (12) months two hundred sixty-one (261) days are entitled to time off and are paid for the following holidays:

Employees contracted for twelve (12) months, but less than two hundred sixty-one (261) days are entitled to time off and are paid for the following holidays if the holiday falls on a scheduled workday:

Labor Day - First Monday in September
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving - Fourth Friday in November
Christmas Eve - December 24
Christmas Day - December 25
New Year's Eve - December 31
New Year's Day - January 1
Martin Luther King, Jr. Day
Memorial Day - Last Monday in May
Independence Day - July 4

Time off for holidays falling on Saturday will be observed on Friday and holidays falling on Sunday will be observed on Monday. When Christmas Eve or New Year's Eve falls on Sunday, the preceding Friday will be a paid day off if school is not in session. If school is in session the following Tuesday will be a paid day off.

If a leap year caused twelve (12) month employees to work an additional day, such employees will be compensated accordingly.

In order to receive pay for a holiday, an employee must work or be on paid leave on the last work day prior to the holiday and the first workday following the holiday and the holiday must fall within

the employee's contract period. Additional paid time off may be provided upon the recommendation of the supervisor and approval of the Superintendent of Schools.

VACATION

Each year on June 30, twelve (12) month (261 day) employees with a minimum of one year experience shall earn ten (10) workdays of paid vacation. Employees with less than the minimum one year by June 30 shall earn a prorated amount of days at the rate of .83 days per month of employment rounded to the nearest whole day.

At the end of six (6) consecutive years of twelve (12) months full time service, one day of vacation time will be added for each additional year through ten (10) years of service for a maximum of fifteen (15) days.

End of partial year = prorated days	End of 7 th full year = 12 days
End of 1 st full year = 10 days	End of 8 th full year = 13 days
End of 2 nd full year = 10 days	End of 9 th full year = 14 days
End of 3 rd full year = 10 days	End of 10 th full year = 15 days
End of 4 th full year = 10 days	End of 11 full years and every year thereafter = 15 days
End of 5 th full year = 10 days	
End of 6 th full year = 11 days	

The number of employees taking vacation at one time may be restricted at the discretion of the employee's supervisor. Employees must request vacation in writing. All requests are to be approved by the immediate supervisor.

Vacation time accrued on June 30, must be used within the following 15 months. Any unused days will be forfeited at the end of the 15 month period.

Employees contracted for twelve (12) months, but less than two hundred sixty-one (261) days are entitled to pro-rated vacation benefits as calculated by the Superintendent of Schools. The Superintendent of Schools may approve compensation for accrued, but unused vacation at the employee's regular rate of pay if payment is made in the same fiscal year the unused vacation was accrued.

MEDICAL EXAMINATIONS/INOCULATIONS

The School District shall pay for any required medical examination and will determine the physician to be used. The District shall also pay for inoculations as provided for in the Bloodborne Pathogens Policy.

COMMERCIAL DRIVERS LICENSE/ OKLAHOMA SCHOOL BUS DRIVER CERTIFICATION

The Board of Education shall pay the cost for obtaining an initial (CDL) Commercial Drivers License and Oklahoma School Bus Driver Certification for employees required to have such credentials. The Board of Education shall also pay cost related to renewal of the Oklahoma School Bus Driver Certification.

ATHLETIC EVENTS

Support employees, their spouses, and children of public school age shall be admitted to school sponsored activities free of charge.

COMPENSATION

- A. Supervisory employees who have responsibility for evaluating other employees and making recommendations related to the employment status of such employees shall be considered salaried employees. Annual salaries, benefits and other terms and conditions of employment shall be as approved by the Board of Education.
- B. All other employees shall be considered hourly wage rate employees. Hourly wage rates, benefits and other terms and conditions of employment shall be as approved by the Board of Education.
- C. Overtime will be allowed only upon written authorization from the administrator/supervisor in charge. Time and one half will be paid for all authorized overtime pay over forty (40) hours per week. Salaried employees (Supervisors) are not entitled to overtime compensation.
- D. The Superintendent of Schools shall have the option to set the salary of any newly created position or adjust the salary of an existing position vacated due to resignation or termination.
- E. The Board of Education shall administer the flexible benefit allowance as provided for in state statutes.
- F. The Board of Education will pay 7% of each employee's salary, with a maximum of one hundred (100) dollars per pay period to each employee's maximum allowable contribution to the Teacher Retirement System.
- G. The Board of Education shall pay premiums for a \$15,000 life Insurance policy for each employee.
- H. Pay days will be on the 10th of each month. If the 10th falls on a weekend, checks will be issued on the last working day of that week.

MANDATORY MEETINGS

A required meeting by an employee's immediate supervisor which causes the employee to work in excess of eight (8) hours in one (1) day will be subject to time and one-half of overtime pay or compensation time, with the determination of whether the employee is to receive overtime or compensation time to be determined by the immediate Supervisor or the Superintendent of Schools. Overtime or compensation time will not be paid for time spent in grievance procedures or for time used in admonishing, counseling, suspending, demoting, terminating or non-reemploying an employee. If such meeting causes an employee to work in excess of their normal time in one day which does not result in overtime, the employee will receive regular pay for the additional time or compensation time to be determined by the immediate supervisor or the Superintendent of Schools.

PAYROLL DEDUCTIONS

All personnel shall have unlimited use of district payroll deductions as regulated by state and federal statutes, rules and regulations.

ACTIVITY TRIP DRIVERS

Activity trip drivers will be assigned at the sole discretion of the Director of Transportation. Actual expenses will be reimbursed as approved by the administrator responsible for the activity, and submitted in compliance with the district's Travel Expense Reimbursement Policy.

RESIGNATION

In order to leave the Marietta Public Schools in good standing, support employees must submit a letter of resignation at least ten (10) working days prior to the requested departure date specifying the exact effective date.

Failure to give ten (10) working days notice shall be sufficient reason to deny an applicant consideration for employment at a later date.

TRANSFER, ASSIGNMENT OR EMPLOYMENT IN NEW JOB CLASSIFICATION

When a change of assignment is deemed necessary, a conference will be held with the employee who will be affected by the change. This conference shall be held as soon as possible after the need is recognized and before final placement has been made. Final decision for assignment shall be made by the Superintendent of Schools.

INDIVIDUAL RIGHTS

1. Right To Representation

In following the grievance procedure, and/or in the case of an appeal to the Board of Education of a suspension, demotion, termination, or non-reemployment, support employees shall have the right to be represented by himself/herself, or at his/her option, by himself/herself and a representative of his/her choosing.

GRIEVANCE PROCEDURE

1. Definitions

- A. A "grievance" shall mean a complaint by a support employee that there has been as to him/her a violation of the terms of board policy.
- B. A "grievant" is the person or persons making the complaint.
- C. A "party-in-interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

- D. The term "days" when used in this article shall, except where otherwise indicated, mean working school days; thus, weekend or vacation days are excluded.

2. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise, affecting the welfare or working conditions of support employees. Grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Procedures

- A. Any grievance must be filed within five (5) days of the aggrieved act or it shall be deemed forever waived by the grievant.
- B. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.
- C. In the event a grievance is filed on or after the closing of the school year, which, if left unresolved until the beginning of the following year, could result in irreparable harm to a grievant, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted as soon as is practicable.
- D. Nothing herein contained will be construed as limiting the right of any support employee having a grievance to discuss the matter informally and confidentially with any appropriate member of the administration; provided the adjustment is not inconsistent with terms of this grievance procedure.

- E. Level One - Oral Informal Discussion With Principal or Immediate Supervisor

A support employee with a grievance will first discuss it informally with his principal or where the support employee is not under the direct supervision of a principal, with the support employee's immediate supervisor.

- F. Level Two - Written Formal Grievance to Principal or Immediate Supervisor

If the aggrieved party is not satisfied with the disposition of his grievance under Level One, he may file a written grievance with the principal or his immediate supervisor within five (5) days of his informal conference under Level One. The Principal or immediate supervisor shall communicate his decision in writing to all parties-in-interest within five (5) days after receipt of the grievance.

- G. Level Three - Superintendent

Within five (5) days of receipt of the decision rendered by the Principal or immediate supervisor, the grievant may appeal the decision to the Superintendent. Within five (5) days after receipt of the appeal, the Superintendent shall set the grievance for hearing and shall forward written notice of the time and place of the hearing to all parties-in-interest. Within ten (10) days of hearing the appeal, the Superintendent shall communicate his decision to all parties-in-interest. The decision shall include supporting reasons therefore and shall be final unless the grievant makes a written request within five (5) working days of receipt of the superintendent's decision for an appeal

hearing before the Board of Education. Upon receipt of such request the superintendent shall notify the grievant in writing of the date, time and place the hearing is scheduled. Such hearing may be scheduled for a regular or specially called meeting of the Board of Education. The decision of the Board shall be final.

- H. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit any party-in-interest to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- I. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his option, by himself/herself and a representative of his/her choosing.
- J. No reprisals of any kind will be taken by the Board of Education or by any member of the administration against any party-in-interest or any other party involved directly or indirectly in the grievance procedure.
- K. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the permanent central office files of the participants.
- L. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
- M. All parties-in-interest are required to exhaust the grievance procedure set forth in this article before seeking alternate remedies including any legal proceedings of any nature.
- N. If any party-in-interest elects to pursue any legal or statutory remedy for any grievance, such election will bar any further or subsequent proceedings for relief under the provisions of this procedure.

EVALUATION OF JOB PERFORMANCE

Employees shall be formally evaluated by their immediate supervisor at least once annually. Such written evaluation will be completed by April 1 of each year.

MARIETTA SCHOOL DISTRICT POLICY FOR SUSPENSION, DEMOTION TERMINATION OR NON-REEMPLOYMENT OF SUPPORT EMPLOYEES

1. **Definitions:**

- A. "Support Employee" Shall mean an employee of the School District who provides those services, not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of the School District.

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

2. **Policy on Suspension, Demotion, Termination or Non-reemployment of Full-Time Support Employees**

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

3. **Cause for Suspension, Demotion, Termination or Non-reemployment**

- A. A support employee may be suspended, demoted, terminated or non-reemployed during the term of his/her contract for any of the following:
 - (1) Violation of any policy, 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 non-reemployment during the term of his/her contract.

4. **Procedures For Suspensions Without Pay, Terminations and Demotions**

- A. Any full-time support employee is subject to disciplinary action in the form of a suspension without pay, demotion or termination. Prior to instituting any such disciplinary action the full-time support employee shall receive the following hearing rights:

- (1) The Superintendent of Schools or his designee shall orally advise the support employee of the cause or basis for the proposed disciplinary action;
- (2) The Superintendent of Schools or his designee shall explain to the support employee the evidence against the support employee;
- (3) The Superintendent of Schools or his designee shall allow the support employee an opportunity to present his side of the matter.

- B. After the support employee is afforded the above hearing rights the Superintendent of Schools or his designee may take any of the following actions:

- (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 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 ten (10) working days including the initial days of suspension without pay), demoted or terminated.

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

5. **Procedures for Non-reemployment**

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

- (1) The Board of Education or the Superintendent of Schools or his designee shall advise the support employee, in writing, of the board's intention to consider and act on the non-reemployment of the support employee for the subsequent fiscal year;
- (2) The written notification shall set out the cause(s) for such action;
- (3) The support employee shall have the right to contest his non-reemployment before the Board of Education as set forth in the Procedures for Appeal to the Board of Education in section 6 below.

6. **Procedures for Appeal to the Board of Education**

A. After any suspension without pay as a disciplinary measure, or prior to the effective date of any demotion, termination during the term of his/her contract or non-reemployment, the support employee shall receive notice of his/her right to a hearing before the Board of Education as herein provided.

B. All notices shall be sent to the support employee by certified mail at the address of the support employee shown on the school records. If the support employee refuses to accept the notice or fails or refuses to pick up the notice after being notified by the post office to do so, then the support employee shall be deemed to have received the notice on the date that the notice was postmarked. The notice shall contain the information provided in the form attached hereto. The postmark shall be used to determine the timeliness of the notice.

C. A support employee who has been notified in writing of his/her suspension without pay as a disciplinary measure, demotion or termination during the term of his/her contract or non/reemployment may notify the Clerk of the Board of Education of the School District within ten (10) working days of the postmark on the notice if the support employee desires a hearing before the Board of Education. If the support employee fails to notify the Clerk of the Board of Education of the School District in writing within ten (10) working days of the postmark on the notice that the support employee requests a hearing, the support employee shall be deemed to have waived the right to a hearing and the suspension without pay as a disciplinary measure, demotion or termination action shall be final and, in the case of a non-reemployment, the board may take final action to non-reemploy the employee without further notice or hearing rights.

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 rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the support employee's suspension without pay as a disciplinary measure, demotion, termination or non-reemployment. The burden of proof shall be upon the school administration. The support employee shall then have the right to present his/her side of the matter. After both the school administration and the support employee have fully presented their respective positions, the Board of Education shall deliberate on the evidence in executive session. The Board of Education shall announce its findings and decision immediately in open session by individual voice vote. The decision shall be made by a majority of the Board of Education members present at the meeting.
- (3) As to suspension as a disciplinary measure, demotion or termination, the Board of Education may affirm, modify or reverse the action taken against the support employee, including increasing or decreasing the severity of the original action. As to non-reemployment, the board may reemploy or non-reemploy the employee for the subsequent fiscal year.
- (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.

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

Adopted the 26th day of June, 2017, by the Board of Education of the Marietta School District.

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

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

1. Falsification of personnel or other records.
2. Unexcused failure to be at workstation at starting time.
3. Leaving workstation without authorization prior to lunch periods, or end of workday.
4. Excessive unexcused absenteeism.
5. Chronic absenteeism for any reason.
6. Chronic tardiness.
7. Wasting time or loitering during working hours.
8. Leaving work area during work hours, without permission, for any reason.
9. Possession of weapons on school premises or in school district vehicles or while on duty.
10. Removing school district property or records from school district premises without proper authority.
11. Willful abuse, misuse, defacing, or destruction of school district property;, including tools, equipment, or property of other employees.
12. Theft or misappropriation of property of employees, students or of the school district.
13. Sabotage.
14. Distracting the attention of others.
15. Refusal to follow instructions of supervisor.
16. Refusal or failure to do work assignment.
17. Unauthorized operation of machines, tools, or equipment.
18. Threatening, intimidating, coercing or interfering with employees, supervisors or students.
19. The making or publishing of false, vicious, or malicious statements concerning any employee, supervisor or student.
20. Creating a disturbance on school premises including but not limited to engaging in quarrelsome behavior and fighting.
21. Creating or contributing to unsanitary conditions.
22. Practical jokes injurious to other employees or school district property.

23. Possession, consumption, or reporting to work under the influence of beer, alcoholic beverages (including wine), non-prescribed drugs, or controlled dangerous substances.
24. Disregard of known safety rules or common safety practices.
25. Unsafe operation of motor driven vehicles.
26. Operating machines or equipment without using the safety devices provided.
27. Gambling, lottery, or any other game of chance on school district property.
28. Unauthorized distribution of literature, written or printed matter of any description on school district property.
29. Posting or removing notices, signs, or writing in any form on bulletin boards of school district property at any time without specific authority of the administration.
30. Poor workmanship.
31. Immoral conduct or indecency including abusive and/or foul language.
32. Excessive personal calls during working hours, except for emergencies. This includes incoming and out-going calls.
33. Walking off job.
34. Clocking in or out another employee's time card or time sheet.
35. Smoking in an unauthorized area.
36. Refusal of job transfer, if the transfer does not result in a demotion.
37. Abuse of "breaks" (rest periods) or meal period policies.
38. Insubordination of any kind.
39. Sexual harassment of an employee, a student or a third party such as a patron.
40. Misuse or abuse of any school district leave policies or guidelines.
41. When it is in the best interest of the school district, any support personnel may be suspended, demoted, terminated or non-reemployed.
42. Because of the difficulty of retaining competent support employees on a temporary basis over an extended period of time, a support employee shall be subject to termination or non-reemployment for physical inability to perform the essential job requirements if the employee is unable due to illness or accidental injury to return to work for his or her regularly scheduled hours and to perform all of the essential duties of the position within 12 work weeks or the number of work days equal to the employee's total accumulated sick leave days, whichever is longer, measured from the date of the first absence due to the illness or injury.

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

TO:

On the _____ day of _____, 20____, an initial hearing was held concerning your employment status. This will notify you of:

___ A. Suspension Without Pay as a Disciplinary Measure

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

___ B. Demotion Action

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

___ C. Termination Action

You have been terminated, effective as of _____, 20 ____.

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

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

OKLAHOMA OR MAILED BY CERTIFIED MAIL TO THE SAME PERSON AT THE MARIETTA SCHOOL DISTRICT, P.O. BOX 289, MARIETTA, OKLAHOMA 73448

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

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

Yours very truly,

Superintendent of Schools

Enclosure: Hearing Request Form

(DATE)

(NAME OF EMPLOYEE)
(ADDRESS)

Re: Notice to Support Employee of Proposed Non-reemployment

Dear Mr./Ms. _____:

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

You are entitled by law to a hearing before the Board of Education on this proposed action. If you desire to exercise this right, you must notify the Board of Education in writing within ten (10) working days of the postmark on the envelope in which this notice is sent. FAILURE TO REQUEST A HEARING WITHIN THE ABOVE TIME WILL RESULT IN THE LOSS OF YOUR RIGHT TO A HEARING. ENCLOSED FOR YOUR CONVENIENCE IS A HEARING REQUEST FORM. IF YOU DESIRE A HEARING ON THE ABOVE PROPOSED ACTION, THE ENCLOSED HEARING REQUEST FORM SHOULD BE DELIVERED TO THE CLERK OF THE BOARD OF EDUCATION AT THE MARIETTA SCHOOL DISTRICT, MARIETTA, OKLAHOMA, OR MAILED BY CERTIFIED MAIL TO THE SAME PERSON AT THE MARIETTA SCHOOL DISTRICT, P.O. BOX 289, MARIETTA, OKLAHOMA 73448.

If you request a hearing you will be notified in writing of the date, time and place of the hearing. The hearing will be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the hearing request is received at least ten (10) days prior to the next, or the next succeeding regularly scheduled Board of Education meeting or at a special meeting called by the Board, at the Board's discretion. However, you have the right to request a special board meeting to conduct the hearing, which special meeting will be held no

earlier than ten (10) days nor later than thirty (30) days after receipt of your hearing request.

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

Yours very truly,

Superintendent of Schools

Enclosure: Hearing Request Form

HEARING REQUEST FORM

TO: Clerk of Board of Education
Marietta School District
P.O. Box 289
Marietta, OK 73448

- _____ I hereby request a hearing before the Board of Education on the:
- _____ Suspension without pay as a disciplinary measure
- _____ Demotion
- _____ Termination action
- _____ Proposed Non-reemployment

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

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

Support Employee

Date

Evaluation Report For Non-Certified Personnel

Employee Name _____
 Job Title _____
 Evaluator Name _____

1. Outstanding = Above Reprach
 2. Good = Better Than Most
 3. Satisfactory = Acceptable But Should Be Better
 4. Unsatisfactory = Not Acceptable

1 Outstand ing	2 Good	3 Satisfac tory	4 Unsatis factory
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KNOWLEDGE OF JOB	A clear understanding of what the job is, why it must be done accurately and how it is to be done.				
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Comment _____

DEPENDABILITY	Conscientious, consistency of performance, reliability, trustworthiness, ability to work under stress, punctuality.				
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Comment _____

JUDGMENT	Ability to garner facts and arrive at a sound conclusion, ability to make decision.				
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Comment _____

INITIATIVE	Earnestness in seeking increased responsibilities, self-starter, not afraid to proceed alone.				
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Comment _____

COOPERATION	Ability and willingness to work with associates, supervisors and subordinates toward school goals.				
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Comment _____

QUALITY OF WORK	Accuracy, thoroughness, neatness, promptness of reports and acceptability of work task.				
------------------------	---	--	--	--	--

Comment _____

QUANTITY OF WORK	Volume of acceptable work under normal conditions				
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Comment _____

PERSONAL QUALITIES	Personality, sociability, leadership, integrity, tact, personal grooming.				
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Comment _____

Complete by Evaluator

Continue Employment At Present Position
 Continue Employment on Probationary Basis
 Terminate Employment

Signature & Date

Complete by Employee

I agree with this evaluation
 I do not agree with this evaluation

Comments _____

Signature & Date