

2022-2023

Classified Employee  
Agreement Manual



*Educating and Enriching Lives*

Bartlesville Public School  
District

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**BARTLESVILLE PUBLIC SCHOOLS**  
**Meet and Confer**

**Procedural Agreement**

The Bartlesville Board of Education (hereinafter referred to as “Board”) and the Bartlesville Education Classified Personnel Organization (hereinafter referred to as “Organization”) hereby enter into the following agreement regarding an orderly process which involves dialogue in an effort to find a mutually satisfactory basis for agreement regarding wages, hours, fringe benefits and other terms and conditions of employment. This process is being used by the parties in lieu of a more formal negotiation process.

***ARTICLE I – RECOGNITION***

The “Board” recognizes the “Organization” as the exclusive bargaining agent for all employees who are not required by their job description to be a principal, licensed or certified teacher, superintendent or other administrator of the District as provided in Oklahoma Statutes.

***ARTICLE II – INDIVIDUAL RIGHTS***

Support Employees shall have the right to join and participate in and support the “Organization” as well as refrain from such activities. No support employee shall be discriminated against by the “Board” or any administrative officer of the District or the “Organization” because of employee’s membership, participation, or support of the “Organization” or lack thereof.

***Article III – SCOPE AND PURPOSE***

The “Board” and the “Organization” must “Meet and Confer” (which is a form of informal negotiations) with an open dialogue in an effort to find a mutually satisfactory basis for agreement regarding wages, hours, fringe benefits and other terms and conditions of employment. This agreement shall not abrogate, limit or restrict the legal rights, obligations and powers of the “Board” including the right to make policy rules and regulations. The “Board” and the “Organization” agree that no negotiations will occur on any duty reserved to the “Board” by statute or court order.

## **Article IV – PROCEDURE**

- 4.1 The parties agree to begin the “Meet and Confer” process between May 1 and May 31 unless mutually agreed upon by the parties through the Superintendent or designee(s) and the Organization President. The time and location of each meeting will be established by mutual agreement of the parties.
- 4.2 It is the responsibility of each party to furnish public information on agenda items when asked by the other party.
- 4.3 Either party may utilize the services of outside consultants to assist in the “Meet and Confer” process. Each party shall be responsible for the expense of its consultant.
- 4.4 The parties agree to “Meet and Confer” in good faith regarding wages, hours, fringe benefits and other terms and conditions of employment placed on the agenda in accordance with the procedures above. Good Faith shall mean that the parties will afford each other the opportunity to fully explain and document their point of view in an effort to find a mutually satisfactory basis for agreement.
- 4.5 When final agreement is reached, it shall be submitted by the Superintendent to the “Board” for action. If an agreement cannot be reached, the Superintendent shall forward his/her recommendation and rationale to the “Board” for action.
- 4.6 The “Board” will consider the recommendation(s) at its next regularly scheduled meeting or at a special meeting called for that purpose. The “Board”, if it so desires, may adjourn to executive session in accordance with the provisions of the Open Meeting Law. The “Board” will afford an “Organization” representative the opportunity to address the “Board” before the “Board” takes final action on the Superintendent’s recommendation.
- 4.7 After approval by the “Board” the terms of the agreement shall be implemented.

## **ARTICLE V – SAVINGS CLAUSE**

- 5.1 If any provision of this Agreement shall be found contrary to law, it shall be severed from the Agreement and all other provisions or application of the Agreement shall continue in full force and effect.

**ARTICLE VI – PROCEDURAL AGREEMENT STATUS**

- 6.1 This Agreement, when adopted and signed by all parties, shall remain in effect for successive fiscal year periods. Either party desiring changes in this Agreement shall notify the other party in writing between January 1 and January 31 of that year. Once such notice is given, the parties shall meet on a mutually agreeable date, within thirty (30) days to begin good faith efforts on a new Procedural Agreement.
- 6.2 In the event that the “Organization” disbands or otherwise ceases to be the recognized bargaining agent, this Agreement shall be null and void on the date of such disbanding or cessation of representation.
- 6.3 This Agreement becomes effective on the date it has been ratified by both parties.

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_, 2004

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
BECPO President

ADOPTED by the Bartlesville Board of Education \_\_\_\_\_ May 19, 2003

ATTEST:

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Clerk of the Board

# **EMPLOYMENT PROVISIONS**

## ***EMPLOYMENT PRACTICES***

The Bartlesville Public Schools does not discriminate on the basis of race, color, national origin, sex, age, disability, religion or veteran status in their educational programs or activities. This includes, but is not limited to recruitment, admissions, educational services and activities, financial aid and employment. Inquiries concerning application of this policy should be referred to the Superintendent's designee, phone 918-336-8600 or fax 918-336-6543.

In accordance with Oklahoma Statutes Title 70, Section 5-113.1, the Board of Education shall not consider for employment in any capacity a relative within the second degree of consanguinity or affinity of a board member. However, if such relative is employed with the school District prior to the election of the Board member, such employment may continue.

The District will provide reasonable assurance in writing to classified employees that the District intends to employ for the subsequent school year no later than ten days after the effective date of the education appropriation bill or by June 1, whichever is later. Classified employees who are not going to be rehired for the next school year due to reduction in force should be given written notice two (2) weeks (minimum) prior to the last working day of the employee.

Classified employees will be notified of their first and last contracted workdays for the next succeeding school year by May 1<sup>st</sup>. Such notification is tentative and subject to change as necessary to best meet the needs of the students and the overall responsibilities of the District.

The following guidelines shall govern employment practices within this District.

1. All applicants for employment, whether solicited or unsolicited, must produce sufficient and satisfactory identification which shows United States citizenship, or in the case of applicants who are not United States citizens, authorization to seek and hold employment in the United States.
2. Classified personnel will be interviewed for the existing vacancy by the appropriate Supervisor, Director, Building Principal, or the Superintendent's designee.
3. The administrator with authority for recommendation will complete a "Request for Contract" form for the applicant.
4. After the Superintendent or Superintendent's designee has heard the administrator's recommendation and there is general agreement on the selection, the Superintendent's designee will countersign the Request for Contract and a contract will be prepared. Recommendations from the Superintendent shall be submitted to the Board of Education for approval at the next monthly meeting. The execution of an employment contract constitutes a pledge on the part of the employee to accept the policies of the Board of Education and to cooperate with the Superintendent in the administration of school policies.

## ***NON-DISCRIMINATION***

The Bartlesville Public Schools does not discriminate on the basis of race, color, national origin, sex, age, disability, religion or veteran status in their educational programs or activities. This includes, but is not limited to recruitment, admissions, educational services and activities, financial aid and employment. Inquiries concerning application of this policy should be referred to the Superintendent's designee phone 918-336-8600 or fax 918-336-6543. This policy will prevail in all matters concerning staff, events, students, the public, employment, educational programs and services, facilities access, and individuals, companies, and firms with whom the Board does business.

The Board directs the Superintendent of schools to prepare necessary rules, regulations, and procedures to insure that all local, state, and federal laws, regulations, and guidelines are followed.

### ***Individuals with Disabilities Employment Practices (Policy DAC)***

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

The Superintendent's designee is hereby designated to be the disabled individuals' coordinator of the public schools. The Superintendent's designee shall have the responsibility of seeing that the disability-related policies are implemented and followed.

#### Notice of Policies

The coordinator shall take appropriate steps to notify all employees and applicants for school positions that the school district does not discriminate against disabled individuals in admission to, or employment in, the school district.

#### Post-offer Medical Examinations

After a conditional offer of employment is made, no physical can be required unless all applicants for the same job category are required to take medical exams and provided the examination results shall not be used to discriminate against disabled employees. Any medical information will be treated as confidential except that:

1. Supervisors may be informed of the work restrictions of disabled employees;
2. First aid and safety personnel may be informed of any condition that might require emergency treatment; and
3. Government officials investigating the district's compliance with federal disability laws may be provided with such information.

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

1. The applicant's condition might pose threats to the safety of other employees;
2. The disability might be made more severe by a particular job's requirements.

#### Employment Criteria

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

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

#### General Provisions

The following procedures will be followed:

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

### Grievance Procedures

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

### ***SEXUAL HARASSMENT (Policy DA)***

The policy of this school District forbids discrimination against any employee or applicant for employment on the basis of sex. The Bartlesville Board of Education will not tolerate sexual harassment by any of its employees. This policy also applies to non-employee volunteers whose work is subject to the control of school personnel.

1. General Prohibitions
  - A. Unwelcome Conduct of a Sexual Nature
    - 1) Conduct of a sexual nature may include verbal or physical sexual advances, including subtle pressure for sexual activity; touching, pinching, patting, or brushing against; comments regarding physical or personality characteristics of a sexual nature; and sexually oriented "kidding", "teasing", double meanings, and jokes.
    - 2) Verbal or physical conduct of a sexual nature may constitute sexual harassment when the allegedly harassed employee has indicated, by his or her conduct, that it is unwelcome.
    - 3) An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome in order for any such subsequent conduct to be deemed unwelcome.



B. Sexual Harassment

For the purpose of this policy, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment if:

- 1) Submission to the conduct is made either an explicit or implicit condition of employment.
- 2) Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
- 3) The conduct substantially interferes with an employee's work performance, or creates an intimidating, hostile, or offensive work environment.

2. Specific Prohibitions

A. Administrators and Supervisors

- 1) It is sexual harassment for an administrator or supervisor to use his or her authority to solicit sexual favors or attention from subordinates when the subordinate's failure to submit will result in adverse treatment, or when the subordinate's acquiescence will result in preferential treatment.
- 2) Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees shall be subject to sanctions, as described below.

B. Non-Administrative and Non-Supervisory Employees

It is sexual harassment for a non-administrative and non-supervisory employee to subject another such employee to any unwelcome conduct of a sexual nature. Employees who engage in such conduct shall be subject to sanctions as described below.

3. Report, Investigation, And Sanctions

A. It is the express policy of the Board of Education to encourage victims of sexual harassment to come forward with such claims. This may be done through the Employee Grievance policy.

- 1) Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon sexual favors, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the alleged offending person, the report will be made to the next higher level of administration or supervision.
- 2) Employees are also urged to report any unwelcome conduct of a sexual nature by supervisors or fellow employees if such conduct interferes with the individual's work performance or creates a hostile, offensive working environment.
- 3) Confidentiality will be maintained and no reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.

B. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct and the context in which the alleged conduct occurred will be investigated. The Superintendent or his Designee has the responsibility of investigating and resolving complaints of sexual harassment.

C. Any employee found to have engaged in sexual harassment shall be subject to sanctions including, but not limited to warning, suspension, or termination subject to applicable procedural and due process requirements.

***FAIR LABOR STANDARDS ACT (Policy CKA)***

The Bartlesville Board of Education will comply fully with the Fair Labor Standards Act, its regulations, and relevant court decisions. This District will inform employees of the Act through proper posting of information as disseminated by the U.S. Department of Labor. The District will cooperate with all state agencies and maintain compliance.

In accordance with the policy of the board of education, the following regulation shall insure compliance with the Fair Labor Standards Act within this school district.

1. Time sheets shall be kept for all nonexempt employees at each work site and maintained and supervised by each employee's immediate supervisor. Employees are directed to clock

in each day at the beginning of the work shift, clock out for lunch time, clock in upon return to work after lunch, and clock out when they quit working that day. Employees are not to work outside of that scheduled work time without prior approval of their supervisor.

2. All time outside of the employee's contract must be approved by the employee's immediate supervisor prior to performing the work. All requests for overtime or comp time must be in writing. All extra work must be reported in writing. An employee who works extra time without prior approval from their immediate supervisor and/or fails to report overtime worked may be subject to disciplinary action which may include termination.
3. The district establishes the following class guide for job classification of exempt and nonexempt employees as defined in the Act:

**EXEMPT PERSONNEL**

Executive Assistant to the Superintendent  
Family Support Coordinator  
Percussion Instructor  
Physical Therapist  
Strength and Conditioning Coordinator

**NONEXEMPT PERSONNEL**

Secretaries/Assistants/Registrars  
Bus Drivers  
Teacher Assistants  
Mechanics  
All others not identified as "Exempt"

4. This district will pay all nonexempt employees at least the federal minimum wage and time and a half or permit compensatory time off at time and a half for all hours worked which exceed 40 hours in a work week.
5. The Work Week is established as 12 A. M. Monday through 11:59 P.M. Sunday.
6. An employee may choose to receive money or compensatory time for overtime payment. If release time is not given within the workweek, compensatory time at time-and-a-half shall be allowed for this overtime work if the employee so elects. Any hours up to 40 hours must be paid for. Compensatory time will only be permitted for hours above 40 in a work week. Employees may accrue no more than 240 hours of compensatory time. This time may not be carried over to the next fiscal year. Any unused compensatory time will be paid at the end of the fiscal year.
7. An employee who is nonexempt and who performs an additional nonexempt job shall be compensated for overtime at time-and-a-half for those hours worked beyond the forty hour workweek.
9. Time spent by an employee who is required to remain on-call on the school district's premises is considered work time.

***GRIEVANCE PROCEDURES (Policy DF)***

The Bartlesville Board of Education believes that classified school employees should be provided a just procedure by which grievances may be heard and acted upon in a timely and orderly fashion. Therefore, it is the policy of the Board of Education that the administration and representatives of the Bartlesville Education Classified Personnel Organization shall cooperatively develop a grievance procedure which will provide an effective means for both individual employees and a group of employees to express any concern about the interpretation or administration of Board policy and/or administrative regulations.

1. An employee with a grievance may request a conference, in writing, with the employee's immediate supervisor to discuss the problem informally. Any request for a conference shall

- be filed not later than ten working days following the employee's knowledge of the alleged grievance.
2. If the employee is not satisfied with the results of the discussion with the immediate supervisor, the employee may request a hearing with the immediate supervisor's superior and continue through the proper line of authority to the Superintendent of schools or until the employee is satisfied.
  3. If the employee has exhausted the hearing through the Superintendent of schools and is still dissatisfied with the response, the employee may file a written grievance report with the president of the Board of Education.
  4. The grievance will be placed on the agenda for the next regular Board of Education meeting provided it reaches the Superintendent's office or the president of the Board of Education at least one week prior to that meeting. If the request is not submitted to the proper destination at least one week prior to the next regular Board of Education meeting, the request will be placed on the agenda at the second regular meeting. The Board's decision shall be final.
  5. After step 1, each request for a hearing and each response from the supervisor to the employee following each hearing shall be in writing.
  6. After step 1, each request for a hearing must be filed within five working days immediately following the response from the preceding hearing.
  7. The written response from each step in the grievance procedure shall be submitted to the employee and the employee's immediate supervisor not later than five working days immediately following the hearing.
  8. After step 1, the employee shall have the right to be represented at any requested hearing by a person of the employee's choice.
  9. Any group of employees who wish to file a grievance shall also follow steps 1-8.
  10. Nothing in this policy shall deprive any employee or employees of any right or privilege granted by any federal, state, or local law or policy or by any written agreement between the employee or employees and the Board of Education.
  11. No prejudice or penalty of any kind shall be enacted against an employee or employees because they have availed themselves to the provisions of this policy.

## **EMPLOYEE APPRAISAL**

1. The Bartlesville Board of Education believes that the primary purpose of appraisal is to improve performance and that improvement of individual performance is not accidental but is accomplished through deliberate effort. The Board believes that successful job performance is a joint achievement and unsuccessful job accomplishment is a shared responsibility.
2. The appraisal procedure for classified staff shall be jointly developed by members of the administrative staff, classified staff and approved by the administration. During the process of appraisal, no person shall be discriminated against for exercising any right or privilege granted by any local, state, or national laws or by any policies, agreements, and/or approved practices of Independent School District Number 30.
3. The Classified Employees shall receive a Job Performance Appraisal at least once each school year, prior to the end of the individual's contract year.
4. The Job Performance Appraisal will be:
  - a. Completed by the Employee's supervisor
  - b. Shared and discussed with the Employee
  - c. Signed and dated by the supervisor and Employee
  - d. Distributed as follows:
    - i. The original copy will be returned to the Superintendent's designee.
    - ii. One copy will remain in the working files of the supervisor.
    - iii. One copy will be given to the employee.
5. Any Admonishment/Plan for Improvement issued and signed by the supervisor and signed by the Employee shall become a part of the Employee's evaluation file.

# **CLASSIFIED PERSONNEL SUSPENSION, DEMOTION, TERMINATION OR NONREEMPLOYMENT**

## 1. Definitions

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

## 2. Policy on Suspension, Demotion, Termination or Non-Reemployment of Full-Time Classified Employees

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

## 3. Cause for Suspension, Demotion, Termination or Nonreemployment

- A. A classified employee may be suspended, demoted, terminated or non-reemployed during the term of his/her contract for any of the following:
  - i. Violation of any rule, regulation or requirement issued by the office of the superintendent or board of education of the district; or
  - ii. Conduct not otherwise specified in the above rules, regulations or requirements which constitutes insubordination, neglect of duty, incompetency in job performance, dishonesty, or causing or allowing damage, destruction or theft of school property.

- B. The rules, regulations and requirements referred to above and the Rules for Conduct shall be furnished to each classified employee at the time of his/her initial employment. In the event these rules are updated, a copy shall be timely distributed to classified employees.

#### 4. Procedures for Suspensions without Pay, Terminations and Demotions

- A. Any full-time classified 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 classified employee shall receive the following hearing rights:
  - i. The superintendent of schools or his or her designee shall orally advise the classified employee of the cause or basis for the proposed disciplinary action;
  - ii. The superintendent of the district or his or her designee shall explain to the classified employee the evidence against the classified employee;
  - iii. The superintendent of the district or his or her designee shall allow the classified employee an opportunity to present his or her side of the matter.
- B. After the classified employee is afforded the above hearing rights the superintendent of the district or his or her designee may take any of the following actions:
  - i. Suspension without pay for ten (10) working days or less as a disciplinary measure;
  - ii. Suspension without pay pending investigation as to whether cause exists for the termination of the classified employee;
  - iii. Demotion of the classified employee;
  - iv. Termination of the classified employee;
  - v. Conclude that no disciplinary action is appropriate.
- C. The classified 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 classified employee who has been employed by the district for more than one (1) year shall be entitled to the following hearing rights:

- A. The board of education or the superintendent of the district or his or her designee shall advise the classified employee, in writing, of the board's intention to consider and act on the non-reemployment of the classified employee for the subsequent fiscal year;
- B. The written notification shall set out the cause(s) for such action;
- C. The classified employee shall have the right to contest his or her non-reemployment before the board of education as set forth in the Procedures for Appeal to the board of education in section 6 below.

#### 6. Procedures for Appeal to the Board Of Education

- A. After any suspension without pay as a disciplinary measure, or prior to the effective date of any demotion, termination during the term of his/her contract or non-reemployment, the classified 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 classified employee by certified mail at the address of the classified employee shown on the school records. If the classified 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 classified employee shall be deemed to have received the notice on the date that the notice was postmarked. The postmark shall be used to determine the timeliness of the notice.

- C. A classified employee who has been notified in writing of his/her suspension without pay as a disciplinary measure, demotion or termination during the term of his/her contract or non-reemployment may notify the clerk of the board of education of the district within ten (10) working days of the postmark on the notice if the classified employee desires a hearing before the board of education. If the classified employee fails to notify the clerk of the board of education of the district in writing within ten (10) working days of the postmark on the notice that the classified employee requests a hearing, the classified employee shall be deemed to have waived the right to a hearing and the suspension without pay as a disciplinary measure, demotion or termination action shall be final and, in the case of a non-reemployment, the board may take final action to non-reemploy the employee without further notice or hearing rights.
- D. Hearing before board of education:
- i. Upon timely notice as set forth above, the classified 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 classified 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 classified employee's request.
  - ii. At the hearing before the board of education, the classified employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by the district, to present witnesses on his/her behalf and to present any relevant evidence or statement which the classified employee desires to offer. The hearing shall be conducted in "open" session. The hearing shall commence with a statement to the classified employee of his or her rights at the hearing. Following this statement, the district administration shall present facts showing the cause for the classified employee's suspension without pay as a disciplinary measure, demotion, termination or non-reemployment. The burden of proof shall be upon the district administration. The classified employee shall then have the right to present his/her side of the matter. After both the district administration and the classified employee have fully presented their respective positions, the board of education shall deliberate on the evidence in executive session. The board of education shall announce its findings and decision immediately in open session by individual voice vote. The decision shall be made by a majority of the board of education members present at the meeting.
  - iii. As to suspension as a disciplinary measure, demotion or termination, the board of education may affirm, modify or reverse the action taken against the classified employee, including increasing or decreasing the severity of the original action. As to non-reemployment, the board may reemploy or non-reemploy the employee for the subsequent fiscal year.
  - iv. The decision of the board of education at the hearing shall be final and non-appealable.

7. Miscellaneous

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

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

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

1. Falsification of personnel or other records.
2. Unexcused failure to be at work station at starting time.
3. Leaving work station without authorization prior to lunch periods, or end of work day.
4. Abandonment of job (3 or more consecutive or non-consecutive absences in a rolling 6 month period without following the proper reporting procedures).
5. Excessive unexcused absenteeism.
6. Chronic absenteeism for any reason.
7. Chronic tardiness.
8. Wasting time or loitering during working hours.
9. Leaving work area during work hours, without permission, for any reason.
10. Possession of weapons on school premises or in school district vehicles or while on duty.
11. Removing school district property or records from school district premises without proper authority.
12. Willful abuse, misuse, defacing, or destruction of school district property, including tools, equipment, or property of other employees.
13. Theft or misappropriation of property of employees, students or of the school district.
14. Sabotage.
15. Distracting the attention of others.
16. Refusal to follow instructions of supervisor.
17. Refusal or failure to do work assignment.
18. Unauthorized operation of machines, tools, or equipment.
19. Threatening, intimidating, coercing or interfering with employees or supervisors.
20. Threatening, intimidating, coercing or exploiting students.
21. The making or publishing of false, vicious, or malicious statements concerning any employee or supervisor.
22. Creating a disturbance on school premises including but not limited to engaging in quarrelsome behavior and fighting.
23. Creating or contributing to unsanitary conditions.
24. Practical jokes injurious to other employees, students or school district property.
25. Possession, consumption, or reporting to work under the influence of beer, alcoholic beverages (including wine), non-prescribed drugs, or controlled dangerous substances.
26. Disregard of known safety rules or common safety practices.
27. Unsafe operation of motor driven vehicles or equipment.
28. Operating machines or equipment without using the safety devices provided.
29. Gambling, lottery, or any other game of chance on school district property.
30. Unauthorized distribution of literature, written or printed matter of any description on school district property.
31. 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.
32. Poor workmanship.
33. Immoral conduct or indecency including abusive and/or foul language.
34. Excessive personal calls during working hours, except for emergencies. This includes in-coming and out-going calls.
35. Walking off job.
36. Clocking in or out on another employee's time card or time sheet.
37. Smoking in an unauthorized area.
38. Refusal of job transfer, if the transfer does not result in a demotion.
39. Abuse of "breaks" (rest periods) or meal period policies.
40. Insubordination of any kind.
41. Dishonesty of any kind, including withholding pertinent information from a supervisor.

42. Sexual harassment of an employee, a student or a third party such as a patron or vendor.
43. Misuse or abuse of any school district leave policy or guidelines.
44. When it is in the best interest of the school district, any classified personnel may be suspended, demoted, terminated or nonreemployed.
45. Because of the difficulty of retaining competent classified employees on a temporary basis over an extended period of time, a classified employee shall be subject to termination or nonreemployment for inability to perform the essential job requirements if the employee is unable due to illness or accidental injury to return to work for his or her regularly scheduled hours and to perform all of the essential duties of the position (with or without reasonable accommodation) within 12 work weeks or the number of work days equal to the employee's total accumulated sick leave days, whichever is longer, measured from the date of the first absence due to the condition resulting in the extended absence.

**REFERENCE: 70 O.S. §6-101.40, et seq.**

**CROSS-REFERENCE: Policy DC, Employment Practices**

### ***REDUCTION/REEMPLOYMENT OF CLASSIFIED STAFF***

*(Policy DHD) (Regulation DHD-R)*

The following procedures shall govern the reduction in force of classified staff (hereinafter referred to as RIF). Such procedures are subject to revisions when necessary to insure accomplishment of the educational aims of the school system or to insure compliance with State and Federal laws relating to employment decisions. For the purpose of determining reduction of classified staff, the following will be used in the order listed.

#### Attrition

The number of persons affected by a reduction-in-force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign. To achieve educational aims, it may be necessary to hire replacements for some positions if other employees in the system do not possess the skills, qualifications, and experience for the position and the position is one that needs to be filled. However, qualified employees within the system will have the opportunity to fill open positions before applicants outside the system are considered. Attrition may not be sufficient to accomplish a reduction-in-force in full.

#### Seasonal, Temporary, and Non-Contracted Employees

Reduction-in-force not achieved through attrition will be made by first terminating seasonal, temporary, and non-contracted employees. Thereafter, the basis shall be seniority with the Bartlesville school system.

#### Seniority

District seniority shall be defined as the total length of continuous service as a classified employee within the District commencing on the day employee goes on contract. District and site reduction-in-force will be by seniority within the job position District-wide. (Job position will hereinafter refer to a position that is similar in description; i.e. qualifications, skills, and experience; to the position the RIF'd employee was holding at the time of the RIF. Ex: Bus drivers = bus drivers, elementary attendance officer = elementary attendance officers, etc.) The employee affected by reduction-in-force will be allowed to displace the least senior employee in the job position affected by the RIF. Employees who are laid off due to a reduction-in-force and who are subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of layoff. If seniority is equal, the employee to be reduced shall be determined by administration.

#### Reinstatement

Reinstatement rights under this policy will exist for the school year following a termination due to a reduction-in-force and will be governed by the following conditions:



1. Reinstatement will also be based on seniority. The reverse order of layoff should be applied, providing that the Superintendent's office is advised in writing of the current telephone number and mailing address for the direct communication.
2. RIF'd employees who are offered and who decline reinstatement shall be deemed to have waived any rights to reinstatement under this policy and will not be offered reinstatement in other such openings that may occur later in the school year. Decline of an offer for reinstatement in a job position other than that from which terminated will not jeopardize the right to be offered other openings of the same job that may occur later in the school year.
3. Employees not offered reinstatement in the course of the school year following their layoff must make application for employment in accordance with established District procedures if they desire to be considered for employment in any school year beyond the school year following their notice of layoff.
4. Classified employees who are recommended not to be rehired for the next school year due to reduction-in-force should be given written notice of that recommendation two (2) weeks (minimum) prior to the last working day of employment unless the District does not have knowledge prior to the legal date of June 1<sup>st</sup>.

### **CLASSIFICATION PLAN FOR CLASSIFIED PERSONNEL**

1. Human Resources is responsible for the proper classification of all jobs in accordance with the standards established by Board of Education policies.
2. Job descriptions identifying each position shall be written and an analysis made of the duties involved. An annual review of at least one-third of all Job Titles shall be conducted to accurately reflect the current requirements of each job description and to evaluate the relative position of each job on the approved salary schedule.
3. Provisions will be made for receiving recommendations for adjustments by individual supervisors as an immediate need is identified and are subject to the following procedures:
  - A. Changes in the duties and responsibilities of a department involving either the addition or elimination of new positions, or the modification of existing ones (request for reclassification), are requested in writing by the evaluating administrator to the Superintendent's designee accompanied by a letter of justification and a revised job description.
  - B. A Personnel Committee will review each request, arrive at a salary schedule placement, and submit the request to the Superintendent with a recommendation for approval or denial.
  - C. This Personnel Committee consists of the following:  
 Superintendent's designee  
 BECPO President  
 Administration Representative  
 Classified Staff Representative
  - D. All final determinations are subject to the acceptance and approval of the Superintendent and the Board of Education.

### **TEACHER ASSISTANTS**

It is the practice of the Bartlesville Board of Education that teacher assistants will be employed for the school term only. Employment will be offered if funds are available, the educational need exists in a particular program, and the applicant possesses the required skills. All TA's are required by Bartlesville Public Schools and the Oklahoma State Department of Education to hold a Paraprofessional Certification (Tier 1 or Tier 2). Tier 1 certification can be gained by submitting the following documents to the Oklahoma State Department of Education:

1. Meet one of the following:
  - a. Two years of study at an institution of higher education (48 semester hours of college coursework), or
  - b. An associate's degree (or higher), or

- c. Passed the WorkKeys Test (Bronze+) or ParaPro Assessment (455+)
2. Submit the completed application and pay the fee
3. Complete a background check

Tier 2:

1. Complete all Tier 1 items, PLUS
2. OSDE special education paraprofessional training through Pepper, career technology centers, or other state-approved training providers,
3. Cardiovascular Pulmonary Resuscitation (CPR)/First Aid, maintaining current certification
4. Universal Precautions/Bloodborne Pathogens yearly training, and
5. Six hours of professional development each year

## **DRUG AND ALCOHOL USE TESTING FOR BUS DRIVERS**

*(Policy DCA1) July 1, 2004*

### **I. PURPOSE**

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

### **II. DEFINITION OF TERMS**

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

1. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.
2. "Alcohol concentration" means the number of grams of alcohol (for example: 0.04) in 210 liters of expired deep lung air.
3. "Alcohol confirmation test" means a subsequent test using an EBT (a breath testing device), following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.
4. "Alcohol screening device" ("ASD") means a breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration and placed on a conforming products list for such devices.
5. "Alcohol use" means the consumption of any beverage, mixture or preparation, including any medication, containing alcohol.
6. "BAT" means a qualified breath alcohol technician.
7. "Blind specimen" means a specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from an employee specimen.
8. "Cancelled test" means a drug or alcohol test that has a problem identified and cannot be or has not been corrected. A cancelled test is neither a positive nor a negative test.
9. "CDL" means commercial driver's license.
10. "Collection site" means a place selected by the employer where employees present themselves for the purpose of providing a urine specimen for a drug test.
11. "Confirmatory drug test" means a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.
12. "Confirmed drug test" means a confirmatory drug test result received by a MRO from a laboratory.
13. "Controlled substance" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), opiates, or a metabolite of any of these substances.

14. "Designated employer representative" ("DER") means an employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer.
15. "Dilute specimen" means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.
16. "Driver" means: (i) a school district employee who is required to have a CDL to perform the employee's duties; (ii) employees of independent contractors who are required to have CDLs; (iii) owner-operators; (iv) leased drivers; and (v) occasional drivers.
17. "EBT" means an evidential breath testing device on the National Highway Traffic Safety Administration's Conforming Products List for Evidential Breath Measurement Devices for the evidential testing of breath at the .02 and .04 alcohol concentrations.
18. "Federal Act" means the Omnibus Transportation Testing Act of 1991 and the regulations issued by the United States Department of Transportation pursuant to that Act.
19. "Oklahoma Act" means the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.
20. "Initial drug test" means the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.
21. "Initial validity test" means the first test used to determine if a specimen is adulterated, diluted, or substituted.
22. "Invalid drug test" means the result for a urine specimen that contains an unidentified adulterant or an unidentified interfering substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.
23. "Medical review officer" ("MRO") means a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.
24. "Safety-sensitive function" means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.
25. "Screening Test Technician" ("STT") means a person who instructs and assists employees in the alcohol testing process and operates an ASD.
26. "Service agent" means any person or entity, other than an employee of the employer, who provides services specified under this part to employers and/or employees in connection with DOT drug and alcohol testing requirements.
27. "Split specimen" means a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.
28. "Stand-down" means the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed a verified test.
29. "Substance Abuse Professional" ("SAP") means a person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
30. "Substituted specimen" means a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.
31. "Verified test" means a drug test result or validity testing result from a United States Department of Health and Human Services certified laboratory that has undergone review and final determination by the MRO.

### **III. REQUIRED TESTING & CONSENT**

The following testing is required of all drivers:

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

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

### **Alcohol Testing**

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

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

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

### **Controlled Substances**

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

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

### **Preemployment Consent**

The School District shall request the driver's written consent to obtain the following information from DOT-regulated employers who have employed the driver during the two (2) years before the date of the driver's application to a position requiring safety-sensitive duties:

1. Alcohol tests with a result of 0.04 or higher alcohol concentration;
2. Verified positive drug tests;
3. Refusals to be tested (including verified adulterated or substituted drug test results);
4. Other violations of DOT agency drug and alcohol testing regulations; and
5. Documentation of the driver's successful completion of return-to-duty requirements (for those drivers who have violated a drug or alcohol regulation). If the previous employer does not have this documentation, the School District shall request that the driver produce it.
6. A driver may not perform safety-sensitive functions if she/he refuses to consent in writing to the release of the above information.
7. Drivers are responsible for furnishing the District with accurate information regarding their employment history, including accurate identification of all former DOT-regulated employers.
8. The School District shall maintain a written, confidential record of the information obtained or of the good faith efforts made to obtain the information. This record shall be maintained for three years from the date of the driver's first performance of safety-sensitive functions.

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

### **Consequences Associated with Preemployment Testing.**

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

### **POST-ACCIDENT TESTING**

#### **Alcohol**

As soon as practical following an accident, an alcohol test will be administered to the following drivers:

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

The test is to be administered within two hours of the accident. If the test is not administered within that time, the driver's supervisor shall cease attempts to administer an alcohol test and shall prepare a written report explaining why a test was not given.

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

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

#### **Controlled Substances**

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

1. Each surviving driver who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life.
2. Each surviving driver who received a moving traffic violation arising from the accident, if the accident involved:

- a. bodily injury to any person that necessitated immediate medical treatment away from the scene of the accident; or
- b. at least one vehicle incurred disabling damage as a result of the accident that required the vehicle to be transported away from the scene by a tow truck or other vehicle.

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

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

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

### **RANDOM TESTING**

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

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

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

### **REASONABLE SUSPICION TESTING**

Drug and Alcohol use testing will be conducted when there is reasonable suspicion to believe that a driver has violated a provision in this Policy.

Reasonable suspicion shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. Reasonable suspicion for drug use may also be based on indications of the chronic and withdrawal effects of controlled substances.

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

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

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

## **RETURN TO DUTY TESTING**

### **1. Returning after Reasonable Suspicion of Alcohol Abuse Determination.**

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

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

### **2. Returning after Violation of Prohibitions in this Policy.**

- a. A driver who has engaged in conduct prohibited by this Policy shall not be permitted to perform safety-sensitive functions until s/he first passes a drug use test and/or an alcohol test with an alcohol concentration of less than 0.02.
- b. A driver who has violated a provision in this Policy cannot again perform any safety-sensitive duties for any employer until and unless the driver completes the SAP evaluation, referral, and education/treatment process.

## **FOLLOW-UP TESTING**

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

## **IV. TEST PROCEDURES**

Testing methodology will comply with the requirements of the Oklahoma Act, except that the requirements of the Federal Act stated in this Policy supersede the provisions of the Oklahoma Act. Alcohol testing must be conducted in a location that provides visual and aural privacy to the driver, sufficient to prevent unauthorized persons from seeing or hearing the test.

### **Alcohol Testing Procedures**

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

When the driver enters the testing location, the BAT or STT will require the driver to provide positive identification. If the driver requests, the BAT or STT will provide positive identification. The BAT or STT will explain the testing procedure. An individually-sealed mouthpiece is opened in the view of the driver and attached to the EBT. The driver will then blow into the mouthpiece for at least six (6) seconds. If the EBT does not provide a printed result, the BAT or STT will record the test number, date, technician's name, location and test result in a log book. The driver will initial the log book. If the EBT provides a printed result, the result is either:

1. printed on the testing form; or
2. affixed to the form with tamper-evident tape.

If the screening test result is less than 0.02, the BAT or STT will transmit the result in a confidential manner to the School District's DER, who is designated by the board of education or the school superintendent to receive and handle alcohol test results in a confidential manner.

If the breath test is 0.02 or higher, a confirmation test is required. The confirmation test must be conducted no less than fifteen (15) and no more than thirty (30) minutes after the screening test. Before a confirmation test is given, the BAT must conduct a "blank" test on the EBT to obtain a reading of 0.00. The remainder of the confirmation test is identical to the screening test for EBTs.

If the confirmation test result is lower than 0.02, nothing further is required of the driver.

If the confirmation test result is 0.02 or higher, the driver must sign and date the ATF. The BAT will immediately transmit the result to the DER in a confidential manner.

Refusal to take a required test has the same consequences as if the driver had tested 0.04 or more. The following constitutes a refusal to take a test:

1. failure to appear for any test within a time required to appear;
2. failure to provide an adequate amount of saliva or breath for testing without a valid medical explanation;
3. failure to cooperate with any part of the testing process;
4. failure to sign the alcohol testing form or ATF certification;
5. failure to remain at the testing site until the testing process is complete, unless the test is a pre-employment test;
6. failure to undergo a medical examination or evaluation due to insufficient breath sampling;
7. leaving the scene of an accident before being tested, except when reasonably necessary to receive medical treatment.

### **Procedure for an Alcohol Screening Test Using Saliva ASD**

When the driver enters the testing location, the STT will require the driver to provide positive identification. If the driver requests, the STT will provide positive identification. The STT will explain the testing procedure. The STT will check the expiration date on the device and show it to the driver. An individually wrapped package containing the device will be opened in the presence of the driver, and the driver will be instructed to insert the device into his or her mouth and use it in the manner described by the manufacturer. If the driver prefers not to use the device, the STT may insert the device into the driver's mouth and gather saliva.

### **Procedures for Collection of Urine Specimens.**

1. All urine collections must be split specimen collections.
2. The School District must direct an immediate urine collection under direct observation with no advance notice to the driver if the laboratory reported to the Medical Review Officer ("MRO") that a specimen is invalid and the MRO has reported that there is not an adequate medical explanation for the result, or the MRO reported that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.
3. The School District may direct a collection under direct observation of a driver if the drug test is a return-to-duty test or a follow-up test.
4. A driver must receive an explanation of the reasons for a directly observed collection. If a driver declines to allow a directly observed collection, that driver will be considered to have refused to test.

### **Procedures for Testing of Urine Specimens.**



1. Testing of urine samples for drug use shall be performed by a laboratory certified by the federal Department of Health and Human Services (“DHHS”) under the National Laboratory Certification Program.
2. Drug use testing may only be performed for the following five drugs or classes of drugs:
  - a. marijuana metabolites,
  - b. cocaine metabolites,
  - c. amphetamines,
  - d. opiate metabolites,
  - e. phencyclidine (PCP).
3. If the driver requests a test of a split specimen, the first laboratory will ship the unopened split specimen to a second DHHS-approved laboratory for testing. If the test of the split specimen fails to confirm the presence of a controlled substance, the entire test is cancelled.
4. The driver must request a split specimen test verbally or in writing within 72 hours of being notified of a verified positive drug test or refusal to test because of adulteration or substitution.
5. If a driver does not make a request within 72 hours, the driver may present information to the MRO documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO, or other circumstances unavoidably prevented the driver from making a timely request.
6. If a driver makes a timely request for a split specimen test, the School District must ensure that the MRO, first laboratory and second laboratory perform the split-specimen testing functions in a timely manner. If necessary, the School District must pay for the split specimen testing and seek reimbursement from the driver.
7. The MRO will report split specimen test results to the DER and driver.
8. The laboratory will report results directly to the MRO. The laboratory will not report the results to anyone else.
9. When the MRO receives a confirmed positive, adulterated, substituted, or invalid test result from the laboratory, the MRO will attempt to contact the driver to determine whether the driver wants to discuss the test result. If the MRO cannot reach the driver after reasonable efforts to do so, the MRO must contact the DER but cannot tell the DER that the driver has a confirmed positive, adulterated, substituted, or invalid test result. The DER must then attempt to contact the driver. If the DER makes contact with the driver, the DER should simply direct the driver to contact the MRO immediately and inform the driver of the consequences of failing to contact the MRO within the next 72 hours. If the DER is unable to reach the driver after making three (3) attempts, spaced reasonably, over a 24-hour period, then the DER may place the driver on temporary medically unqualified status or medical leave. Documentation must be kept by the DER of any actual and/or attempted contacts with the driver, including the dates and times of the contacts. If the DER is unable to contact the driver within the 24-hour period, the DER must leave a message for the driver by voice mail, e-mail or letter to contact the MRO and inform the MRO of the date and time of this message.
10. Confirmation testing for controlled substances will be performed in accordance with the Oklahoma Act, except when the Oklahoma Act conflicts with Federal law.
11. The MRO must verify a confirmed positive test result for marijuana, cocaine, amphetamines, and/or PCP unless the driver presents a legitimate medical explanation for the presence of the drug(s)/metabolite(s) in her or his system.
12. As part of the verification decision, the MRO must conduct a medical interview that includes reviewing the driver’s medical history and any other relevant biomedical factors presented by the driver, as well as directing the driver to undergo further medical evaluation.
13. DOT tests must be completely separate from non-DOT tests in all respects, and DOT tests must take priority over non-DOT tests. DOT tests must be completed before a non-DOT test is begun. The results of a DOT test shall not be disregarded or changed based on the results of a non-DOT test.

## **V. PROHIBITIONS**

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

## **ALCOHOL**

1. The driver has an alcohol concentration of 0.02 or higher as measured on a breath test.
2. The driver displays behavior or appearance characteristics of alcohol misuse.
3. The driver is under the influence of or is impaired by alcohol, as shown by behavioral, speech, and performance indicators of alcohol misuse.
4. The driver possesses alcohol while on duty.
5. The driver uses alcohol during duty performance.
6. The driver has used alcohol within the four hours prior to performing duties.
7. The driver has had an accident within the last eight hours and has not taken a breath test showing clearance from prohibited alcohol levels.
8. The driver has refused to take a breath test for alcohol use.
9. The driver is taking any prescription or non-prescription medication containing alcohol, even if the driver has notified the driver's supervisor of the medication use.

## **CONTROLLED SUBSTANCES**

1. The driver uses any controlled substance, unless the use is pursuant to a physician's written certification stating that the use does not adversely affect the driver's ability to safely operate a motor vehicle.
2. A supervisor or administrative employee has actual knowledge that a driver has used a controlled substance.
3. The driver has a positive confirmed test for a controlled substance.
4. The driver displays behavior or appearance characteristics of drug use.
5. The driver has refused to take a drug use test.

## **REFUSAL TO TEST**

A driver has refused to take a drug or alcohol use test if s/he:

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

## **VI. STANDING DOWN EMPLOYEES**

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

A verified test is a drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.

The District may assign a driver non-driving duties pending the receipt of a verified test result when the District has reasonable suspicion to believe the employee is impaired.

When the District does remove an employee from service, following verification of the drug test result, it will do so consistent with the confidentiality requirements, within its control, imposed by law.

## **VII. REFERRAL AND TREATMENT**

A driver who violates any of the Prohibitions in this Policy shall be advised of Policy DCAA.

The Employee Assistance Program, a program through which employees may be referred to third party providers who offer, at the employee's expense, a confidential drug and alcohol dependency evaluation and referral service for substance abuse counseling, treatment or rehabilitation.

A driver who violates any of the Prohibitions in this Policy must be evaluated by a SAP who shall determine what assistance, if any, the driver needs in resolving problems associated with drug or alcohol misuse. The driver will not be permitted to perform safety-sensitive duties for any employer until and unless he or she completes the SAP evaluation, referral, and education/treatment process. If the driver is identified as needing assistance in resolving problems associated with drug or alcohol misuse, the driver must be evaluated by a SAP to determine if the driver has properly followed the prescribed rehabilitation program. The driver must be subject to unannounced follow-up drug and/or alcohol use tests upon return-to-duty.

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

If the SAP recommends that the driver continue treatment, aftercare or support group services after returning to safety-sensitive duties, the School District may require the driver to participate in the recommended treatment or services as part of the return-to-duty agreement. These requirements do not apply to drivers refusing to be tested or drivers having a preemployment test of 0.04 or more. The School District is not required to return a driver to safety-sensitive duties just because the driver complies with the SAP's recommendations.

## **VIII. EDUCATIONAL MATERIALS**

Each driver shall receive educational materials that explain:

1. the alcohol misuse prevention requirements;
2. the School District's policies and procedures;
3. the identity of a contact person knowledgeable about the materials;
4. factual information on the effects of controlled substance use and alcohol misuse on personal life, health and safety;
5. where help can be obtained, including information regarding the School District's Employee Assistance Program;
6. categories of employees subject to testing;
7. a description of prohibited conduct and the circumstances that trigger testing;
8. testing procedures and safeguards;
9. what constitutes a refusal to submit to testing and the consequences;
10. signs and symptoms of a drug or alcohol use problem;
11. consequences for drivers with an alcohol test level of 0.02 or more but less than 0.04; and
12. the consequences of violating the rules in this Policy. The District's staff will prepare and distribute appropriate educational materials as provided for in this section.

## **IX. MAINTENANCE OF RECORDS**

Upon written request, a driver is entitled to obtain copies of any School District records concerning the driver's use of alcohol or controlled substances, including test results. The School District shall not release individual test results or medical information about a driver to third parties without the employee's specific written consent to the release of a particular piece of information to a particular person or organization. Notwithstanding this prohibition, the School District may release information pertaining to a driver's drug or alcohol use test without the employee's consent in certain legal proceedings.

#### **X. DISCIPLINARY ACTION**

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

#### **XI. OTHER POLICIES AND FORMS**

This Policy does not supersede any other School District policy pertaining to alcohol misuse or controlled substance use by School District employees, except to the extent that this Policy is specific to drivers performing safety-sensitive functions. To the extent permitted by federal law, this Policy is to be interpreted consistent with Oklahoma's Act regarding drug and alcohol testing of personnel. Bus driver applicants must complete the "Consent For Release of Information" form and "Bus Driver Questionnaire" that are part of the application for employment.

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

I, \_\_\_\_\_, hereby agree to allow any of my former Department of Transportation ("DOT") regulated employers, who have employed me within two (2) years of the date that I applied for a position with the School District, to release information concerning my prior drug and alcohol use tests and results. This is for any position I held which required the performance of safety-sensitive duties. I understand that the School District is required by law to obtain my consent in writing, and my signature below authorizes any of my former DOT-regulated employers to release the following information to the School District:

1. Alcohol tests with a result of 0.04 or higher alcohol concentration;
2. Verified positive drug tests;
3. Refusals to be tested (including verified adulterated or substituted drug test results);
4. Other violations of DOT agency drug and alcohol testing regulations; and
5. Documentation of the successful completion of the return-to-duty requirements (if I have violated a drug or alcohol regulation).

I further agree to turn over copies of any documentation or information I have in my possession that relates to the five (5) areas described above. I understand that if I refuse to consent in writing to the release of the above information, federal law prohibits me from performing safety-sensitive duties.

By signing below I acknowledge that I have read, understand and agree to the foregoing. I also acknowledge and affirm that I have provided the School District with a complete listing of my former employers, including my former DOT-regulated employers.

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

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

\_\_\_\_\_  
Date

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

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

**BUS DRIVER QUESTIONNAIRE**

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

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

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## ***POLICY ON TESTING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT (OTHER THAN BUS DRIVERS) WITH REGARD TO THE USE OF ALCOHOL AND ILLEGAL CHEMICAL SUBSTANCES***

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

### **1). Statement of Purpose and Intent**

1.1 The safety of students and employees of the School District is of paramount concern to the School Board.

1.2 Employees who are under the influence of alcohol or an illegal chemical substance when the employee is on duty or on school property pose serious safety risks to students and other employees.

1.3 The use of alcohol and illegal chemical substances has a direct and adverse effect on the safety, personal health, attendance, productivity and quality of work of all employees and the safety of all students.

1.4 Scientific studies demonstrate that the use of alcohol and illegal chemical substances reduces an employee's ability to perform his job beyond the time period of immediate consumption or use.

1.5 The Board recognizes that all employees have certain personal rights guaranteed by the Constitutions of the United States of America and the State of Oklahoma as well as by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, OKLA. STAT. tit. 40, §§ 551 et seq, as amended. This Policy will not infringe on those rights.

1.6 Due to the devastating impact that the use of alcohol and illegal chemical substances can have on the safety of students and employees and their adverse effect on an employee's ability to perform the employee's job, the Board will not tolerate employees who use, possess, distribute, purchase, sell or are under the influence (as defined in the Policy) of alcohol or illegal chemical substances when on duty or while on school property.

1.7 This Policy will apply to all employees of the School District regardless of position, title or seniority except bus drivers. The testing of bus drivers for alcohol or illegal chemical substances is exclusively governed by the School District's Policy on Alcohol and Drug Testing for Drivers and the federal Omnibus Transportation Act of 1991. Bus drivers whose job assignment involves duties independent of bus driving shall be subject to this policy as to all non-bus driving duties.

1.8 Violations of this Policy will subject the employee to disciplinary action, including termination.

### **2). Definitions**

2.1 Applicant means a person who has applied for a position with an employer and received a conditional offer of employment.

2.2 "Illegal chemical substance" means any substance which an individual may not sell, possess, use, distribute or purchase under either Federal or Oklahoma law. "Illegal chemical substance" includes, but is not limited to, all scheduled drugs as defined by the Oklahoma Uniform Controlled Dangerous Substances Act, all prescription drugs obtained without authorization and all prescribed drugs and over the counter drugs being used for an abusive purpose. By this policy, applicants and employees are placed on notice that the school district may test individuals for drugs and alcohol.

2.3 "Alcohol" means ethyl alcohol or ethanol.

2.4 "Under the influence" means any employee of the School District or applicant for employment with the School District who has any alcohol or illegal chemical substance or the

metabolites thereof present in the person's body in any amount which is considered to be "positive" for such alcohol or drug or drug metabolites using any scientifically substantiated alcohol or drug use screen test and alcohol or drug use confirm test.

2.5 "Positive" when referring to an alcohol or drug use test administered under this Policy means a toxicological test result which is considered to demonstrate the presence of alcohol or an illegal chemical substance or the metabolites thereof using the cutoff standards or levels determined by the State Board of Health or in the absence of such State Board cutoff levels, the cutoff levels customarily established by the testing laboratory administering the alcohol or drug use test.

2.6 "School property" means any property owned, leased or rented by the School District, including but not limited to school buildings, parking lots and motor vehicles.

2.7 "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids or products. Adulteration of a specimen or of a drug or alcohol test shall be considered as a refusal to test;

2.8 "Employee" means any person who supplies labor for remuneration to his or her employer in this state and shall not include an independent contractor, subcontractor or employees of an independent contractor; provided, however, an independent contractor, subcontractor, or employees of an independent contractor, may be subject to a workplace drug or alcohol testing policy under the terms of the contractual agreement when the drug or alcohol testing policy applies to other workers at the job site or workers who are in the same or similar classification or group;

2.9 "On duty" means any time during which an employee is acting in an official capacity for the School District or performing tasks within the employee's job description, including the taking of an annual physical examination.

2.10 "Bus driver" means:

- i) A School District employee who is required to have a commercial drivers' license ("CDL") to perform the employee's duties;
- ii) Employees of independent contractors who are required to have a CDL;
- iii) Owner-operators;
- iv) Leased drivers; and
- v) Occasional drivers.

2.11 To the extent not specifically defined herein, the definition of any term, word or phrase found in this Policy shall be as set forth in the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

### **3). Procedures for Alcohol or Illegal Chemical Substance Testing**

3.1 Any alcohol or drug use test administered under the terms of this Policy will be administered by or at the direction of a testing facility licensed by the Oklahoma State Department of Health ("Department") and using scientifically validated toxicological methods that comply with rules promulgated by the Department. Testing facilities shall be required to have detailed written specifications to assure chain of custody of the samples, proper labeling, proper laboratory control and scientific testing. All aspects of the alcohol and drug use testing program, including the taking of samples, will be conducted so as to safeguard the personal and privacy rights of applicants and employees. The test sample shall be obtained in a manner which minimizes its intrusiveness.

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



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

3.2 If the initial drug use test is positive for the presence of an illegal chemical substance or the metabolites thereof, the initial test result will be subject to confirmation by a second and different test of the same sample. The second test will use an equivalent scientifically accepted method of equal or greater accuracy as approved by rules of the State Board of Health, at the cutoff levels determined by Board rules. An applicant for employment will not be denied employment or an employee will not be subject to disciplinary procedures unless the second test is positive for the presence of illegal chemical substances or the metabolites thereof.

3.3 If an initial alcohol use test is positive for the presence of alcohol, the initial test result will be subject to confirmation by a second and different test using any scientifically accepted method approved by rules of the State Board of Health, at the cutoff levels determined by Board rules.

3.4 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.

3.5 Any applicant for employment or employee who is subject to disciplinary action as a result of being under the influence of alcohol or an illegal chemical substance, as and for an appeal procedure, will be given a reasonable opportunity, in confidence, to explain or rebut the alcohol or drug use test results. If the applicant or employee asserts that the positive test results are caused by other than consumption of alcohol or an illegal chemical substance by the applicant or employee, then the applicant or employee will be given an opportunity to present evidence that the positive test result was produced by other than consumption of alcohol or an illegal chemical substance. The School District will rely on the opinion of the District's testing facility which performed the tests in determining whether the positive test result was produced by other than consumption of alcohol or an illegal chemical substance.

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

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

3.7 The testing facility reports and results of alcohol and drug use testing will be maintained on a confidential basis except as otherwise required by law. The laboratory performing alcohol or drug use tests for the School District will not report on or disclose to the School District any physical or mental condition affecting an employee or employment applicant which may be discovered in the examination of a sample other than the presence of alcohol or illegal chemical substances or the metabolites thereof. The use of samples to test for any other substances will not be permitted.

#### **4). Employee Alcohol and Drug Use Test Requirements**

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

4.1 Applicant testing: The District will require an applicant, as defined above, to undergo drug or alcohol testing and may use a refusal to undergo testing or a positive test result as a basis for refusal to hire,

4.2 For-cause testing: The District will require an employee to undergo drug or alcohol testing at any time the Superintendent, or designee, reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- a. drugs or alcohol on or about the employee's person or in the employee's vicinity,
- b. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
- c. a report of drug or alcohol use while at work or on duty,
- d. information that an employee has tampered with drug or alcohol testing at any time,
- e. negative performance patterns, or
- f. excessive or unexplained absenteeism or tardiness.

4.3 Post-accident testing: The District will require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or the employer's property has been damaged, including damage to equipment. For purposes of workers' compensation, no employee who tests positive for the presence of substances defined and consumed pursuant to Section 465.20 of Title 63 of the Oklahoma Statutes, alcohol, illegal drugs, or illegally used chemicals, or refuses to take a drug or alcohol test required by the employer, shall be eligible for such compensation;

4.4 Random testing: As determined appropriate by the Board of Education, the District may require an employee or all members of an employment classification or group to undergo drug or alcohol testing at random and may limit its random testing programs to particular employment classifications or groups, except that the District will require random testing only of employees who:

- a. are police or peace officers, have drug interdiction responsibilities, or are authorized to carry firearms, or
- b. are engaged in activities which directly affect the safety of others, including but not limited to school vehicle mechanics.

4.5 Scheduled, periodic testing: The District will require an employee to undergo drug or alcohol testing as a routine part of a routinely scheduled employee fitness-for-duty medical examination of employees who:

- a. are police or peace officers, have drug interdiction responsibilities, or are authorized to carry firearms, or
- b. are engaged in activities which directly affect the safety of others, including but not limited to school vehicle mechanics.

4.6 Post-rehabilitation testing: The District may request or require an employee to undergo drug or alcohol testing for a period of up to two (2) years commencing with the employee's return to work, following a positive test or following participation in a drug or alcohol dependency treatment program.

#### **5). Employee Use, Sale, Possession, Distribution, Purchase or Being Under the Influence of Alcohol or Illegal Chemical Substance**

Any employee who possesses, uses, distributes, purchases, sells or is confirmed by alcohol or drug use tests to be under the influence (as defined by this Policy) of alcohol or an illegal chemical substance while on duty, while on school property or as a result of alcohol or drug use tests conducted under this Policy will be subject to disciplinary action, including termination.

## **6). Alcohol and Drug Use Tests of Applicants for Employment -- When Required**

All applicants for employment will be required to submit to alcohol and/or drug use testing after a conditional offer of employment has been made to the applicant. All applicants will be notified that alcohol and/or drug use testing will occur if they are offered a conditional offer of employment. Any applicant who refuses to submit to an alcohol or drug use test after a conditional offer of employment will not be hired.

## **7). Applicants under the Influence of Alcohol or an Illegal Chemical Substance**

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

## **8). Person Authorized to Order Alcohol or Drug Testing**

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

- a) The Superintendent of Schools;
- b) Any employee designated for such purposes by the Superintendent or the School Board.

## **9. Release of Information**

9.1 Upon written request, the applicant for employment or the employee will be provided, without charge, a copy of all information and records related to the individuals' testing. All test records and results will be confidential and kept in files separate from the employee or applicant's personnel records.

9.2 The School District shall not release such records to any person other than the applicant, employee or the district's review officer unless the applicant or employee, in writing following receipt of the test results, has expressly granted permission for the School District to release such records in order to comply with a valid judicial or administrative order.

9.3 The testing facility, of any agent, representative or designee of the facility, or any review officer, shall not disclose to any employer, based on the analysis of a sample collected from an applicant or employee for the purpose of testing for the presence of drugs or alcohol, any information relating to the general health, pregnancy, or other physical or mental condition of the applicant or employee.

9.4 The testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon request.

9.5 This policy does not preclude the School District, when contracting with another employer, from sharing drug or alcohol testing results of any tested person who works pursuant to a contractual agreement.

## **10. Notice of Policy**

This policy shall be given broad circulation to all employees of the School District which shall include prominent posting in the School District. Each employee shall be given a copy of this Policy and each applicant shall be given a copy of this Policy upon the tender of a conditional offer of employment. Delivery of the policy to applicants or employees may be accomplished in any of the following ways:

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

## **11. The Standards for Workplace Drug and Alcohol Testing Act**

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

### **COMMUNICABLE AND LIFE THREATENING DISEASES**

No employee will be dismissed or have his/her contract not renewed solely because he/she is HIV positive, has AIDS or Other Life Threatening Communicable Diseases.

### **LEAVE PROVISIONS**

#### **VACATION (Policy DEB)**

The Bartlesville Board of Education recognizes the need for employees to have time away from the job for rest, relaxation, and/or renewal. Therefore, it is the policy of the Board of Education that at the end of each calendar month of service in the Bartlesville Public Schools, the following definitive amounts of vacation time will be added to accumulated vacation and the administration shall be responsible for developing regulations to administer the vacation policy.

1. Twelve-Month Employees and ten and eleven month employees contracted prior to July 1, 2008.
  - A. Employees with less than five years of service shall have one day per month added until a maximum of 15 days have been accumulated.
  - B. Employees with at least five years, but less than ten years, of service shall have one and one fourth days per month added until a maximum of 20 days have been accumulated.
  - C. Employees with at least ten years, but less than 15 years of service shall have one and one-half days per month added until a maximum of 25 days have been accumulated.
  - D. Employees with 15 or more years of service shall have two days per month added until a maximum of 30 days have been accumulated.
  - E. The above days of vacation shall be taken at the discretion of the building principal or immediate administrative supervisor.
  - F. There may be times during the year the District may require mandated vacation due to extenuating circumstances or operating necessity.
2. Vacation must be applied for by the employee and may be used only when approved by the employee's immediate supervisor.
3. Days taken as vacation shall be deducted from the employee's accumulated vacation at the end of the payroll period in which the vacation was taken.
4. In determining the years of service, the first day of contract service shall be considered as the date of entry into the Bartlesville Public Schools.
5. Vacation shall not accrue to any employee on leave of absence without pay, while under suspension, layoff, probation, etc.
6. Any employee who is separated from service with the Board of Education shall be paid or shall have payment made to the employee's estate for any unused accumulated vacation.
7. Employees eligible for vacation who desire to improve their educational qualifications for their position by attending college during regular work hours shall, upon the approval of the employee's immediate supervisor and the Superintendent of schools, be permitted to do so without loss of pay. Such absences from work shall be considered as one-half school business and one-half vacation.
8. Vacation shall be taken upon a workday basis. Vacation may be taken in 15-minute increments. Holidays shall not be counted as workdays.
9. Upon written approval of the employee's supervisor and the superintendent or his designee an employee who has reached the maximum accumulated vacation and who is not able to take vacation time in any given month may have that time transferred to a Special Vacation bank under the following conditions:

- a. The employee was not able to take his/her vacation day due to circumstances arising from the job and beyond his/her control.
- b. The employee would lose said vacation day(s) due to having reached the maximum accumulation allowed in this policy.
- c. a written explanation shall be given regarding the month the vacation was lost and the reason for the employee not being able to take said vacation.
- d. This Special Vacation leave must be used within the next three months following the month the employee's vacation was not able to be used and was lost.
- e. This Special Vacation leave is non-cumulative.

***SICK LEAVE (Policy DEC) (Regulation DEC-R1)***

The Bartlesville Board of Education shall provide sick leave benefits to all regular personnel working four (4) or more hours per day in order to promote a sense of security and permit an ease of mind that is essential to the satisfactory performance of professional services. The Board sets forth the following provisions for administering this policy:

1. The Superintendent or the Superintendent's designee shall administer this plan.
2. Employees may be absent from duty because of personal accidental injury, illness or pregnancy, or injury, illness or death in the immediate family without loss of salary not to exceed the amount of accumulated sick leave during each school year. The right to such sick leave shall be vested at the beginning of the school year. Employees who have a nine and one-half (9 ½) or ten-month (10) contract shall receive ten sick leave days per year, employees who have an eleven (11) month contract shall receive eleven sick leave days per year and those who have a twelve (12) month contract shall receive twelve days.
3. Parts of days absent shall be charged in multiples of 15-minute increments. Employees will be charged for leave whether or not a substitute was employed.
4. Up to five (5) days of sick leave with pay may be used for bereavement in the instance of a death in the immediate family. Up to five (5) days of additional leave for bereavement purposes shall be provided to an employee who has fewer than five (5) days of sick leave remaining when there is a death in the employee's immediate family (1 extra day if 4 days of sick leave remain, 2 extra days if 3 days remain, etc.). Additional days may be granted upon approval of the superintendent or his/her designee. The superintendent or his/her designee may also grant paid bereavement leave days for deaths outside the immediate family.
5. Unused sick leave shall be cumulative to a total of 120 days, of which up to sixty days is transferable to any other school District in Oklahoma. Up to a maximum of sixty days of sick leave earned in another Oklahoma District may be transferred to this District. Sick leave so transferred must be certified by the sending District.
6. Any employee who attempts to take unfair advantage of sick leave benefits shall be subject to dismissal or other disciplinary action as provided by contract and/or state law. Any employee may be required to submit appropriate evidence concerning the cause of the employee's absence in order to qualify for sick leave benefits. Appropriate evidence may include the following:
  - A. Physician's statement endorsed by the employee.
  - B. Employee statement endorsed by the principal or immediate supervisor.
  - C. Copies of claim submitted for insurance benefits.
  - D. Other information as may be indicated by the circumstances.
7. Appropriate evidence will be submitted when requested by the principal, immediate supervisor, or the superintendent as follows:
  - A. Sick leave claim on days of unusual or inclement weather.
  - B. Sick leave claim during the last four weeks of employment.
  - C. Sick leave claim on days immediately preceding or immediately following holidays or non-work days other than weekends.
  - D. When reasonable cause exists to believe that sick leave benefits are being abused.
8. If, after exhausting all sick leave, an employee is absent due to personal accidental injury, illness, or pregnancy, the employee shall receive the full contract salary with loss of substitute pay whether or not a substitute was required for the employee's position for an additional period

of 20 days, but in no case would the employee lose more than the employee's daily rate of pay. After 20 such days of absence beyond the benefits heretofore set out such employee shall be placed on Leave of Absence without pay.

10. Upon retirement, reduction-in-force, or death, each classified employee with five or more years of continuous service in the Bartlesville Schools will be compensated for unused sick leave. This compensation will be made to the employee's estate in event of the employee's death. Retirement age for support employees is 55 or above.  
The rate of such compensation will be .2% of the base teacher salary (BA-Step 0) for each day of unused sick leave, provided that:
  - A. No person shall be compensated for more days of unused sick leave than twice the number of total years of service in the district.
  - B. No person who willfully abrogates a valid contract of employment with the school District shall receive such compensation.
  - C. No person who is qualified shall receive compensation for fewer than four days of unused sick leave.

### **Sick Leave Sharing Policy**

If, after exhausting all sick leave otherwise provided, an employee is absent due to pregnancy or recovery from childbirth, or an extraordinary or severe illness or injury, or an extraordinary or severe illness or injury of the employee's spouse, child, parent, grandparent, grandchild, stepchild, stepparent or household member as these terms are defined in state law, documented as such by a physician, the employee may request the use of sick leave days to be donated by other employees. Each year employees may donate up to one (1) day each, per requesting employee, from their accumulated sick leave for use by the requesting employee in accordance with the following procedures:

1. Employees desiring to donate days shall complete a written authorization transferring days to the ill or injured employee.
2. Employees must have a balance of 60 unused sick leave days before they may donate a day.
3. An employee may initially request up to twenty (20) days from donating employees. If needed, the employee may reapply for one additional twenty (20) day period. After that the district personnel office must meet with the employee to review the long-term disability options available to the employee.
4. Solicitations for donated leave shall only made through designated administrative channels.

**Note:** The term "immediate family" has been defined as those close family members such as a spouse, children, parent, sibling, and corresponding relationships as established by marriage. Sick leave may also be taken for the life-threatening illness or death of non-dependent children, mother, father, sister, brother, grandparents, mother-in-law, or father-in-law.

### ***FAMILY AND MEDICAL LEAVE (Policy DECA)***

A. It is the policy of the District to comply fully with the requirements of the Family and Medical Leave Act of 1993 (FMLA). This Act, as supplemented by the National Defense Authorization Act of 2008 (NDAA), requires that a covered employer provide up to twelve (12) workweeks of unpaid leave to eligible employees or up to twenty six (26) workweeks of leave for service member family leave. "Eligible employees" are those employees who: (1) have been employed for at least one (1) year by the School District; (2) worked at least twelve hundred and fifty (1,250) hours during the previous twelve (12) month period; and (3) have requested leave for a reason covered by the FMLA or NDAA

#### **B. Reasons for Leave**

All eligible employees who meet FMLA or NDAA requirements may be granted leave as provided in Board Policy DECA and required by law for the following reasons:

1. for the birth of a child and to care for such child, or placement for adoption or foster care of a child;
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. because the employee's circumstances qualify for active duty leave due to a spouse, child, or parent being called up for or on active duty in the Armed Forces during a war or national emergency declared by the President or Congress; or
5. For military caregiver leave to care for a service member who is a spouse, child, parent, or next of kin and becomes seriously ill or injured while serving on active duty in the Armed Forces.

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

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

#### C. Procedures for Utilizing FMLA or NDAA

Employees should refer to Board Policy DECA for additional definitions, requirements, and procedures for requesting and utilizing FMLA or NDAA.

The Human Resources/Finance department is available to discuss all aspects of the Acts and assist employees with requesting and utilizing the appropriate leave.

### ***PERSONAL LEAVE (JULY 2002) (Regulation DEC-R2)***

The Bartlesville Board of Education urges continuous day-to-day performance and recognizes the value to young people of this uninterrupted performance. However, the Board understands that in some cases it is necessary for an employee to request leave for business or other personal reasons. It is the desire of the Board of Education to cooperate and provide an avenue for relief in these instances.

#### **PAID PERSONAL LEAVE**

Classified employees under contract for 20 or more hours per week, but who do not qualify for vacation will be granted one day, not to exceed the number of hours per day for which they are regularly employed, of leave with pay during each school year, hereinafter referred to as PAID PERSONAL LEAVE. PAID PERSONAL LEAVE not used during the contract year will be added to the employee's accumulated sick leave.

#### **PERSONAL BUSINESS LEAVE**

Classified employees contracted to work 20 or more hours per week will be granted a maximum of three days leave, not to exceed the number of hours per day for which they are regularly employed, with substitute pay deducted, for personal business matters that cannot be conducted before or after school hours or on weekends. This leave will be referred to as PERSONAL BUSINESS LEAVE. If unused, a maximum of two days shall be added to the employee's accumulated sick leave balance.

#### **LEAVE REQUEST PROCEDURES**

Requests for PAID PERSONAL LEAVE or PERSONAL BUSINESS LEAVE shall be made to the immediate supervisor through Absence Management. When possible, the request should be

submitted at least 24 hours in advance of the planned absence. Decisions for approval will be based on a time that is the least disruptive for the efficient operation of the school system.

Neither PAID PERSONAL LEAVE or PERSONAL BUSINESS LEAVE will be granted on the school days immediately preceding or following a school holiday, vacation period, or during the last two weeks of school without special permission from the employee's immediate supervisor and the Superintendent or his/her designee.

### ***EMERGENCY LEAVE (DEC-R3)***

The Bartlesville Board of Education shall provide not more than five days each year for emergency leave. These days shall not be chargeable to sick leave and will be non-cumulative. The term emergency should be construed to mean a situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate attention. Emergency leave must be granted at the discretion of the immediate supervisor and Superintendent. The school district will pay for any required substitute.

Note: 70 O.S. §6-104 allows emergency leave to be granted at the discretion of the Board. However, the Board may not provide more than five days.

### ***MILITARY LEAVE (DEC-R5)***

The Bartlesville Board of Education shall provide leave to employees who are members of any component of the Armed Forces of the United States, including members of the National Guard and the Reserve Forces, when that employee is ordered by proper authority to active duty or service. Military leave shall be without loss of status, efficiency rating, pay, or benefits during the first thirty working days of such leave.

### ***PROFESSIONAL LEAVE***

The Bartlesville Board of Education is committed to the principle of providing and approving opportunities for the professional improvement of its staff. In response to this principle, employees may be released from duties without loss of salary or benefits for attendance at meetings of a professional nature which contribute to the basic function of the employee's assignment.

Professional days in the school calendar are a part of the employee's contract. If approved by the employee's principal/administrator, the Professional days absent for attendance will be reported as "School Business".

### ***LEGAL PROCESS LEAVE (DEC-R4)***

The Bartlesville Board of Education shall grant paid leave to personnel who have been selected for jury duty or who have been subpoenaed in a criminal, civil or juvenile proceeding. Proper documentation from the court is required.

### ***LEAVE OF ABSENCE (DECB-R1)***

It is the policy of the Bartlesville Board of Education to grant extended leave without pay to all employees with the Bartlesville Public Schools. Leave may be granted to qualified persons for up to one year without loss of tenure, accumulated sick leave, or seniority.

Requests must be made with the Superintendent by April 25 for leave during the following year. Leave of absence may be granted for pregnancy, adoption, ill health, illness on the part of some member of the immediate family, military service, or professional study. Documentation from a physician is required for personal illness or illness in the immediate family. A copy of official orders is required for military service.

The Board, in granting a leave of absence to employees, agrees to reemploy the employee within 30 days of the termination of leave, provided:



1. That the employee has informed the Superintendent prior to the termination of leave or by March 1 of the intention to apply for re-employment, and
2. A vacancy exists for which the employee is qualified, and
3. The employee meets all requirements for employment with the Board of Education.

An employee who fails to submit a request for reinstatement within the timelines above, or who declines an offered position for which the employee is qualified, shall be deemed to have resigned his/her position with the district effective on the last day of the leave of absence.

During a period of a Leave of Absence no benefits will be provided by the District, unless otherwise required by law and only to the extent required by law. An employee on an approved Leave of Absence is permitted to participate in district-sponsored fringe benefit insurance programs, with the employee paying the full cost of the premiums.

During the period of Leave of Absence an employee will not gain or lose any accumulated benefits or employment status. The amount of accumulated sick leave days will remain constant, without increase or decrease, and will be available to the employee upon return from the Leave of Absence. During the Leave of Absence seniority status and compensation schedule placement will neither accrue nor be lost. An employee returning from a Leave of Absence will be placed on the same step of the compensation schedule as the employee was on at the time of the Leave of absence was granted.

All absences in excess of the ones provided for in this policy shall be at full loss of pay. When an employee resigns employment with the Bartlesville Public Schools, all accumulated leave under the provisions of these policies shall be canceled or may be transferred with the employee as provided by Oklahoma law if the employee takes a position with another school District in Oklahoma. Should such an employee return to employment with the Bartlesville Public Schools the employee will receive credit for years of service for vacation and career increments if reemployed within five (5) years.

In order that maximum benefits may be provided to all employees in time of valid need, it is imperative that proper controls be used to eliminate the misuse of the various types of leave in these policies. An employee who abuses a leave policy is subject to dismissal or other disciplinary action.

### ***LEAVE: PROFESSIONAL ASSOCIATION LEADERS***

Time off with pay for association leaders on association business, meeting, or activities will be approved for the following annual events: Education Classified Personnel of Oklahoma Annual Delegate Conference in Oklahoma City and Legislative Day.

### ***FRINGE BENEFITS***

The Board of Education recognizes the need to offer a variety of fringe benefits to maintain quality personnel. Therefore, the administration has developed the following fringe benefit program for eligible employees.

### ***SOCIAL SECURITY AND MEDICARE***

The District pays the amounts required by federal law for Social Security and Medicare taxes.

### ***STATE FLEXIBLE BENEFIT ALLOWANCE***

**Full-time Classified Employees:** For the 2022 – 2023 school year, full-time classified employees contracted to work six (6) or more hours per day during the school year shall receive the monthly Flexible Benefit Allowance (FBA) required by State Law. The District will apply the FBA toward the

total premium cost of the District's Health Plan. Any excess FBA allowance over the cost of the major medical coverage purchased by the employee may be used to purchase additional benefits through the District's Section 125 Cafeteria Plan or may be taken as taxable compensation as provide by law. The District will provide an additional contribution of forty-two dollars (\$42.00) per month to be used towards the premium costs or to be received as taxable compensation. The State will provide one hundred eighty- nine dollars and sixty-nine cents (\$189.69) per month as taxable compensation for those full-time employees who choose not to participate in the health insurance plan.

**Half-time Classified Employees:** For the 2022 - 2023 school year, half-time classified employees contracted to work at least four (4) hours per day but less than six (6) hours per day will receive a District paid fringe benefit amounting to 50% of the cost of the Health Choice High Option single premium to be applied toward the premium cost of coverage in the District's health insurance plan. Half-time classified employees who elect not to participate in the District's health plan will receive twenty-one dollars (\$21.00) per month as taxable compensation.

Classified employees whose employment is terminated during the school year shall have no right to receive any cash compensation for the portion of the school year after the classified employee's termination. Eligibility for employees to receive the Flexible Benefit Allowance is determined by the State Department of Education.

### ***GROUP TERM LIFE INSURANCE***

#### Group Term Life Insurance

The District provides all classified employees that have a written contract to work at least 20 hours per week with ten thousand dollars (\$10,000.00) of group term life insurance and ten thousand dollars (\$10,000.00) of accidental death and dismemberment insurance at no cost to the employees. The amounts of these coverages on or after age 70 will be 50% of the amount of the benefits in effect on the day prior to the 70<sup>th</sup> birthday.

#### Dependent Group Term Life Insurance

The District also provides at no additional cost to the employees Dependent Group Term Life insurance of two thousand dollars (\$2000.00) for the employee's spouse and up to one thousand dollars (\$1000.00) for each dependent child, depending upon their age.

### ***LONG-TERM DISABILITY INSURANCE***

The District provides long-term disability insurance coverage for all classified employees that have a written contract to work at least 20 hours per week. Benefits are determined by and subject to the exclusions and limitations of the carrier.

### ***WORKERS' COMPENSATION***

Workers' compensation insurance coverage is provided to all employees contracted with the District. All claims are subject to the rules and regulations of the State Workers' Compensation Court. Instructions and procedures on how to report work related injuries shall be distributed annually to all site administrators.

### ***OKLAHOMA TEACHERS' RETIREMENT SYSTEM***

**Classified Employees:** Membership and participation in the Teacher Retirement System (TRS) are optional and subject to the eligibility requirements established by the TRS. The District will withhold and forward a specified percentage, which is determined by the legislature, of the employees' total salaries to the TRS. The District pays an administration fee for all employees that participate in the TRS.

### ***EMPLOYEE INDIVIDUAL RETIREMENT PLAN***

The Board of Education recognizes the benefits of individual retirement plans. Therefore, employees are permitted to invest in a voluntary salary reduction 403 (b) tax deferred retirement

plan offered through the district. This is a retirement plan for employees of public school systems similar to a 401(k) plan. The Bartlesville Public Schools' plan is a salary reduction plan. Contributions result from voluntary reductions in salary by the employee(s) and are deducted before federal and state taxes are calculated. Contact the Payroll Department for participating vendors.

In addition, employees are permitted to invest in a voluntary 457(b) deferred compensation plan. With this plan the employee's paycheck is reduced before federal and state income taxes are withheld. The Payroll Department should be contacted regarding the approved vendor for this plan.

### **SECTION 125 PLAN**

The Board shall provide employees with an opportunity to select before tax benefits, up to the maximum allowable by the Internal Revenue Code, for participation in a Section 125 Program.

### **ATHLETIC PASSES**

Employees shall utilize their school identification badge as the official pass that will admit the employee to all Bartlesville athletic events within the district at no charge. Employees will be able to purchase advance tickets at a discount for their spouse and/or dependent school age children.

### **PAYROLL PRACTICES**

The Bartlesville Board of Education recognizes the value of good payroll practices and directs that the administration shall be responsible for the development of efficient payroll practices as required by law and for auditing purposes.

1. Each employee of the Bartlesville Schools shall be paid in accordance with the terms of the signed contracts.
2. Regular payroll dates shall be on or before the 25<sup>th</sup> day of each month for 12 month employees and on or before the 15<sup>th</sup> day of each month for all other employees.
3. Employees working four (4) or more hours per day shall have their total annual salary divided into twelve (12) equal parts. Employees working less than four (4) hours per day will receive monthly pay for the number of days in the pay period based on an hourly rate for a total of ten payments.
4. Certain deductions shall be made from each employee's monthly pay as required by law for:
  - A. State and Federal income tax withholding;
  - B. Teachers' Retirement contributions for all personnel who are members of the Teachers' Retirement System of Oklahoma;
  - C. Social Security and Medicare contributions;
  - D. Professional and classified personnel dues;
  - E. Garnishment, child support, levies.
5. Other deductions may be made from each employee's pay for:
  - A. Health insurance;
  - B. Group life insurance;
  - C. Long term disability insurance;
  - D. Full loss of pay or loss of substitute pay in accordance with all provisions of the sick leave and excused leave policies of the Board of Education;
  - E. Payments to approved credit unions for loans and/or investments;
  - F. Payments for tax-sheltered annuities;
  - G. United Way Fund and YMCA membership;
  - H. Section 125 (flex) deductions.
6. The principal of each school shall be required to record the absences of all personnel under the principal's supervision.
7. Employees working four (4) hours or more per day shall be paid for seven (7) legal holidays.

8. On Leap Year, 12-month employees will be entitled to one (1) floating additional day off from work to be taken when a substitute will not be required. This day must be used between February 29 and June 30 of the leap year.
9. If \*Good Friday is used as a school day in lieu of a snow day, 10 and 11 month employees would have their work calendar shortened by one day and 12 month employees may take 1 paid holiday between Good Friday and June 30<sup>th</sup>.
10. Holidays for the 2022-2023 School Year are as follows:
 

Independence Day	July 4
Labor Day	September 5
Thanksgiving	November 23, 24, and 25
Christmas	December 23 and 26
New Year's Day	January 2
*Good Friday	April 7
Memorial Day	May 29
11. All employees, including temporary and substitute workers, are required to be enrolled in direct deposit. The enrollment form must be received in the payroll office at least 10 days prior to the next scheduled pay date.

***EXPENSE REIMBURSEMENTS (Policy DED)***

It is the policy of the Bartlesville Board of Education that official school travel for board members must be approved in advance by the Board of Education at a regular or special Board of Education meeting, and travel for employees will be approved in advance by the building administrator or the superintendent. Requests and arrangements for employee travel will originate from the appropriate building administrator's office. Travel requests will be made as early as possible and placed on the building calendar as well as the master calendar.

Bartlesville Public Schools will reimburse reasonable costs, subject to the availability of funds, for approved and documented travel. Travel status for reimbursement shall be defined as absence from the officials or employee's home area and/or official station area while performing approved official duties related to Bartlesville Public Schools.

Reimbursement for overnight lodging, while in official travel status, may be made in an amount not to exceed that which is authorized by the provisions of the Internal Revenue Code of 1986, as amended, for deductibility of expenses for travel while away from home as authorized. Board of Education members and employees attending meetings, workshops, conferences, or other objectives of trips which are conducted at a designated hotel, motel, or other public lodging place or where lodging has been arranged for by the blocking of rooms or by rate reductions for the participants by the sponsor as evidenced by the announcement or notice of the meeting, workshop, conference, or other objective shall be reimbursed the actual lodging expense not to exceed the single occupancy room rate charged by the designated hotel, motel, or other public lodging place, provided that the officials or employees are in official travel status approved by the supervisor or designee. Provided further, Board of Education members and employees attending meetings, workshops, conferences, or other objectives of trips, which are conducted at a designated hotel, motel, or other public lodging place as provided, who choose to acquire less expensive lodging at another hotel, motel, or other public lodging place shall be reimbursed the actual lodging expense not to exceed the single occupancy room rate charged by the designated hotel, motel, or other public lodging place. Provided further, Board of Education members and employees so choosing this option shall be reimbursed for local transportation costs incurred traveling between such optional lodging and the designated hotel, motel, or other public lodging place not to exceed the difference between the cost of the designated lodging and the cost of the optional lodging. Receipts issued by the hotel, motel, or other public lodging place shall accompany claims for reimbursement. All meals, calls and personal incidentals will be paid for by the individual when checking out.

Meals and Incidental Expenses for Board of Education members and employees on official District travel will be reimbursed on a per diem basis at the maximum standard rate for continental United States travel as provided for by the Internal Revenue Service Code of 1986, as amended, for deductibility of expenses for travel away from home without additional documentation. This per diem rate will be reduced by 25% on travel days. Provided, however, that no reimbursement for meals shall be made for periods which do not include overnight status. Reimbursement for expenses other than meals and lodging may also be made in accordance with the provisions of this policy. For business calls to be reimbursed, the detailed phone record from the service provider, number called, and purpose of call must be submitted. Expenses for registration, parking, toll charges, and similar expenses will be reimbursed when documented by receipt.

Expenses for students and sponsors involved in authorized school sponsored co-curricular activities may be made from the General Fund. Co-curricular activities are school sponsored activities, under the guidance and supervision of the local educational agency (LEA) staff, designed to provide students with such experiences as motivation, enjoyment, and improvement of skills. Co-curricular activities are offered as credit classes and supplement the regular instructional program. School vehicles, when available, may be used for official business only. Use of school vehicles is encouraged. If a school gasoline credit card is used, mileage will not be reimbursed. Mileage expense will be reimbursed at the IRS standard using the most recent map available when a school gasoline credit card is not used. Travel logs for in district travel will be accepted in lieu of map miles for reimbursement when properly submitted. Required information shall include; date of travel, beginning and ending odometer readings, length of travel, destination, purpose of trip, and total miles driven. If an employee is required to make multiple stops while away from his/her official station area while performing approved official duties related to Bartlesville Public Schools, each stop shall be documented. Both the employee and supervisor must sign and date the travel log for submission for payment. Signatures indicate that the document submitted is accurate and subject to audit.

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

Claim forms for travel expenses are available in the building administrator's office and the ESC. Upon returning from travel, the claimant should complete the request for reimbursement form to be presented to his/her supervisor. Board of Education members submit the completed request for reimbursement to the Superintendent's office. The supervisor shall certify the claim as to compliance and forward the documentation to the business office for payment. All necessary receipts should be attached for full reimbursement of allowable expenses. Documentary evidence to adequately support all expenditures claimed for reimbursement may include receipts, invoices, travel logs, Reimbursement Claims and any other similar records that together are sufficient to establish each element of every expenditure. Documentary evidence is ordinarily considered adequate if it discloses the following:

1. Reimbursement Claims – Complete with all required information and signatures.
2. Lodging Receipts – The name and location of the hotel, the date or dates the individual stayed there; if more than one occupant, the receipt should indicate the number of people the charge is for. All personal incidentals should be paid for by the individual upon checkout. Other expected expenses shall not be reimbursed if listed only on the lodging receipt without supplemental documentation and without prior authorization.
3. Transportation Costs – The amount and date of each separate expenditure with respect to the transportation costs, the amount and date of each use of transportation (mileage for automobiles and similar modes of transportation, time for rentals, cabs, etc.), and the business purpose of each transportation expenditure.

# **SALARY SCHEDULE REGULATIONS**

The Bartlesville Board of Education recognizes the need for an adequate plan of salary and wage administration for the employees of the Bartlesville School System. Therefore, the Superintendent shall submit recommendations for salary schedules and wage administration. All salary schedules and additional compensation schedules shall be made a part of the policy handbook, subject to annual review and approval of the Board of Education.

1. Recommendations for the classified employee salary schedule shall be made annually.
2. Any additional compensation will be listed separately and added to the base salaries.

## **SALARY ADMINISTRATION/PREMIUM PAY**

1. Starting salaries for all positions should be at least at the minimum of the appropriate salary range providing the employee possesses the minimum qualifications for the position. Exceptions above or below the starting rate should receive careful consideration as outlined below:
  - a. Persons employed with more than minimum ability, experience or training will be hired at a rate within the salary range to which assigned. This hiring rate should correspond to the salaries of others of similar qualifications in the same classification.
  - b. Starting salaries for experienced personnel may not exceed step 5 of the salary range of their classification, unless approved by the Superintendent's designee.
2. Hiring salaries shall be approved in writing by the Superintendent's designee after recommendations by the site manager. The Superintendent's designee shall render final decision in the event there is disagreement at this stage.
3. Official job offers can only be made in writing by the Superintendent's designee.
4. The District needs and will reward individuals for Educational/Certification attainment in their job classification. This procedure is explained in detail on page 63 of the Classified Employee Agreement Manual.
5. The salary schedule for all employees will be reviewed at least annually according to Board Policy.
6. The salary range maximum may be increased for individual employees according to "current career increment" on the salary schedule.
7. Individuals who are maxed out or at the highest level of their grade will be moved to the next lane to a comparable amount equal to or above a step increase.
8. By Board of Education action in December 2002, a retention incentive is offered to Special Education Teacher Assistants who, after completing one contract year of service in this position in BPS, return to the same assignment for the next consecutive year. This incentive of \$500 (x FTE) is to be paid at the end of each first semester to those qualified.

In August 2005, the Board of Education took action to add an incentive requirement to this award to include attendance. This incentive will be paid to qualified Special Education Teacher Assistants based on the following standards.

1. 2 or fewer absences = \$500
2. Up to 3 absences = \$400
3. Up to 4 absences = \$300
4. Up to 5 absences = \$200
5. Up to 6 absences = \$100
6. 7 or more absences = \$0

**This incentive is based on FTE, "Full Time Equivalent", and will be prorated**  
**This incentive is based on FTE, "Full Time Equivalent", and will be prorated accordingly.**

**Attendance for this purpose will be based on the prior year's attendance.**

**Absences due to Legal Process Leave, Military Leave, Emergency Leave and one day Paid Personal Leave will not be counted for this purpose.**

### ***ADDITIONAL COMPENSATION***

A Personnel Committee will review all additional compensation requests for internal and external equity. The committee will be on-going unless changes in the agreement occur through the Meet and Confer process. Membership of the committee will be comprised of the Superintendent's designee, the BECPO president, and representatives from the Administration and Classified staffs.

Premium compensation requests will be judged by this Personnel Committee based upon the Premium Compensation Schedule, with the decision being approved by the Superintendent's designee. The Premium Compensation Schedule will be included in the annual Meet and Confer process concerning salary, wages, benefit, and working conditions.

### ***PREMIUM COMPENSATION SCHEDULE***

#### **1. College Degree**

- A. Original Transcript in Personnel File
- B. Associate Degree \$.10/hr.
- C. Bachelor's Degree \$.15/hr.

#### **2. Trade's License**

- A. Information Technology
  - a. Cisco Certifications - \$1.50/hr.
  - b. Dell Enterprise Foundations - \$.35/hr.
  - c. Dell Client Foundations - \$.35/hr.
  - d. Lightspeed Certification - \$.25
  - e. Lightspeed Mobile Device Manager, Web Filtering - \$.15/hr.
  - f. Microsoft Certification - \$.50-\$1.50/hour

Additional Premium for Certification beyond Entry Level may be considered.

- B. Certified Nurse Assistant (CNA) for any site-specific assignment - \$.10/hour
- C. Bilingual \$0.15
- D. Community Relations Supervisor - \$2/hr.
- E. District Printer - \$1/hr.
- F. Federal Projects Analyst - \$3/hr.
- G. Board Minutes Clerk - \$2/hr.
- H. Registered Behavioral Technician - \$.20/hr.

#### **3. Recognized Certificate of Training**

- A. Requires Pre-Approval from the Personnel Committee
- B. Specific to Job Description (Increases value to District in present job)
- C. Authorized by an accredited institution or certification program

A Personnel Committee will meet in March each year to consider requests for the following contract year. A copy of the original certificate being considered must accompany the request. A premium awarded will remain in place until that employee changes job assignments, or when the District discontinues the use of software or programs. The Salary Schedule, including the Premium schedule, is subject to Board of Education approval each year.

#### **Criteria for Certificate valid for Premium:**

- 1. Minimum of 20 hours credit per year
- 2. Maximum of 40 hours credit per year
- 3. 20 hours approved certification = \$.20/hr. premium
- 4. 21 – 30 hours approved certification = \$.10/hr. additional premium (\$.30 total)
- 5. 31 – 40 hours approved certification = \$.10/hr. additional premium (\$.40 total)

6. When classes taken during non-contract hours/days and tuition paid by employee = full premium pay
7. When classes taken during contract hours/days and tuition/expenses paid by District = half premium pay
8. Premium pay for certificates is discontinued when the District no longer uses software and/or programs.

**PREMIUM IS NOT PAID FOR A DEGREE/CERTIFICATE REQUIRED BY JOB DESCRIPTION**



BARTLESVILLE PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NO. 30  
Bartlesville, Oklahoma

CLASSIFIED PERSONNEL

**Request For Pre-Approval For Certificate of Training for  
Premium Pay**

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

Building Site \_\_\_\_\_

This form must be submitted by March 1<sup>st</sup> each year to be considered for the following contract year.

Please provide the following information concerning the training/certificate for which approval is being requested: **Use a separate form for each course.**

Course Name: \_\_\_\_\_

Training Agency: \_\_\_\_\_

Dates course will be taken: \_\_\_\_\_

Brief Course Description: \_\_\_\_\_

\_\_\_\_\_

Approval Granted \_\_\_\_\_ Approval Not Granted \_\_\_\_\_

\_\_\_\_\_

Personnel committee signatures

Reason for decision: \_\_\_\_\_

\_\_\_\_\_

Superintendent's designee

\_\_\_\_\_

date

**Bartlesville Public Schools  
Classified Pay Scale  
2022-23**

All classified employees have position classifications. The level placement has been determined by experience, qualifications, and the immediate supervisor. Career Increment for service is awarded to those employees who begin work on or before October 31<sup>st</sup>.

Step	M	N	O	P	Q	R	S	T	U	V
0	10.15	10.45	10.77	11.10	11.45	12.42	13.98	15.00	16.09	18.42
1	10.33	10.63	10.95	11.28	11.63	12.60	14.16	15.18	16.27	18.60
2	10.51	10.81	11.13	11.46	11.81	12.78	14.34	15.36	16.45	18.78
3	10.69	10.99	11.31	11.64	11.99	12.96	14.52	15.54	16.63	18.96
4	10.87	11.17	11.49	11.82	12.17	13.14	14.70	15.72	16.81	19.14
5	11.05	11.35	11.67	12.00	12.35	13.32	14.88	15.90	16.99	19.32
6	11.23	11.53	11.85	12.18	12.53	13.50	15.06	16.08	17.17	19.50
7	11.41	11.71	12.03	12.36	12.71	13.68	15.24	16.26	17.35	19.68
8	11.59	11.89	12.21	12.54	12.89	13.86	15.42	16.44	17.53	19.86
9	11.77	12.07	12.39	12.72	13.07	14.04	15.60	16.62	17.71	20.04
10	11.95	12.25	12.57	12.90	13.25	14.22	15.78	16.80	17.89	20.22
11	12.13	12.43	12.75	13.08	13.43	14.40	15.96	16.98	18.07	20.40
12	12.31	12.61	12.93	13.26	13.61	14.58	16.14	17.16	18.25	20.58
13	12.49	12.79	13.11	13.44	13.79	14.76	16.32	17.34	18.43	20.76
14	12.67	12.97	13.29	13.62	13.97	14.94	16.50	17.52	18.61	20.94
15	12.85	13.15	13.47	13.80	14.15	15.12	16.68	17.70	18.79	21.12
16	13.03	13.33	13.65	13.98	14.33	15.30	16.86	17.88	18.97	21.30
17	13.21	13.51	13.83	14.16	14.51	15.48	17.04	18.06	19.15	21.48
18	13.39	13.69	14.01	14.34	14.69	15.66	17.22	18.24	19.33	21.66
19	13.57	13.87	14.19	14.52	14.87	15.84	17.40	18.42	19.51	21.84
20	13.75	14.05	14.37	14.70	15.05	16.02	17.58	18.60	19.69	22.02
21	13.93	14.23	14.55	14.88	15.23	16.20	17.76	18.78	19.87	22.20
22	14.11	14.41	14.73	15.06	15.41	16.38	17.94	18.96	20.05	22.38
23	14.29	14.59	14.91	15.24	15.59	16.56	18.12	19.14	20.23	22.56
24	14.47	14.77	15.09	15.42	15.77	16.74	18.30	19.32	20.41	22.74
25	14.65	14.95	15.27	15.60	15.95	16.92	18.48	19.50	20.59	22.92
26	14.83	15.13	15.45	15.78	16.13	17.10	18.66	19.68	20.77	23.10
27	15.01	15.31	15.63	15.96	16.31	17.28	18.84	19.86	20.95	23.28

Career Increments:

10 to 14 years	\$0.40
15 to 19 years	\$0.55
20 to 24 years	\$0.70
25 or more	\$0.85

## Job Titles with Grades, Work Dates, and Contract Hours

Job Title	Contract	Grade	Start Date	End Date	Contract Months	Contract Hours	Days in Contract
Accompanist	4+ Hours	V	8/10/22	5/19/23	9 ½	5 - 7	177
Accounts Payable Clerk	12 Mos.	V	7/1/22	6/30/23	12	8	260
AIMS Teacher Assistant	Elem. T.A.	P	8/9/22	5/19/23	9 ½	7	177
Athletic Director's Secretary	12 Mos.	S	7/1/22	6/30/23	12	8	260
ATLAS Teacher Assistant	Elem. T.A. + 15 Days	P	8/9/22	5/19/23	9 ½	7.5	192
Attendance Secretary/Registrar - Elementary	10 Mos. No Vac.	R	7/11/22	6/2/23	10	8	218
	11 Mos. W/ Vac.	R	7/5/22	6/2/23	11	8	240
Attendance Secretary - Secondary	10 Mos. No Vac.	R	7/11/22	6/2/23	10	8	218
Bus Dispatcher	Bus Driver	P	8/8/22	5/19/23	9 ½	6	179
Bus Driver	Bus Driver	U	8/8/22	5/19/23	9 ½	3 - 8	179
Bus Driver/Trainer	Bus Driver	U	8/8/22	5/19/23	9 ½	8	179
Bus Monitor	Bus Driver	M	8/8/22	5/19/23	9 ½	6-7-8	179
Certified Occupational Therapy Assistant (+ step for returning employees)	4+ Hrs.	\$27/hr	8/10/22	5/19/23	9 ½	8	177
Certified Payroll Coordinator	12 Mos.	V	7/1/22	6/30/23	12	8	260
Classified Payroll Coordinator	12 Mos.	V	7/1/22	6/30/23	12	8	260
Classroom Monitor	4+ Hrs.	M	8/10/22	5/19/23	9 ½	7	177
CN Food Service & Office Manager	12 Mos.	U	7/1/22	6/30/23	12	8	260
CN Inventory & Compliance Coordinator	12 Mos.	T	7/1/22	6/30/23	12	8	260
Counselor Secretary – High School	10 Mos. No Vac.	R	7/11/22	6/2/23	10	8	218
Curriculum Assistant/Textbook Coordinator	12 Mos.	T	7/1/22	6/30/23	12	8	260
ELL Translator	Elem./Second. T.A.	R	8/9/22	5/19/23	9 ½	7-7.5	177 or 178
Encumbrance Clerk	12 Mos.	V	7/1/22	6/30/23	12	8	260
ESC Receptionist/Substitute Coordinator	12 Mos.	T	7/1/22	6/30/23	12	8	260
Executive Assistant to Superintendent/Board Minutes	12 Mos.	V	7/1/22	6/30/23	12	8	260
Family Support Coordinator	12 Mos.	V	7/1/22	6/30/23	12	8	260
	10 Mos. No Vac.	V	7/11/22	6/2/23	10	8	218
	10 Mos. W/ Vac.	V	7/20/22	5/19/23	10	8	218
Financial Secretary - Elementary	10 Mos. No Vac.	R	7/11/22	6/2/23	10	8	218
	11 Mos. W/ Vac.	R	7/5/22	6/5/23	11	8	240
Financial Secretary – High School	12 Mos.	R	7/1/22	6/30/23	12	8	260
Financial Secretary – Middle School	11 Mos. No Vac.	R	7/5/22	6/28/23	11	8	240
Fine Arts Facility Manager	12 Mos.	V	7/1/22	6/30/23	12	8	260
Indian Education Secretary (grant)	4+ Hours	R	8/10/22	5/19/23	9 ½	8	177
Information Technology	12 Mos.	V	7/1/22	6/30/23	12	8	260
Interpreter - Non Certified	4+ Hours	\$12/hr	8/10/22	5/19/23	9 ½	7	177
Interpreter Level I (+ step for returning employees)	4+ Hours	\$18/hr	8/10/22	5/19/23	9 ½	7	177
Interpreter Level II (+ step for returning employees)	4+ Hours	\$20/hr	8/10/22	5/19/23	9 ½	7	177
Interpreter Level III (+ step for returning employees)	4+ Hours	\$23/hr	8/10/22	5/19/23	9 ½	7	177
Interpreter Level IV (+ step for returning employees)	4+ Hours	\$30/hr	8/10/22	5/19/23	9 ½	7	177

Interpreter Level V (+ step for returning employees)	4+ Hours	\$33/hr	8/10/22	5/19/23	9 ½	7	177
Library Assistant – Elementary	Elem. Lib. Asst.	M	8/8/22	5/19/23	9 ½	4 - 7	178
Library Assistant – Secondary	Second. Lib. Asst.	M	8/8/22	5/19/23	9 ½	8	179
LPN	4+ Hours	V	8/10/22	5/19/23	9 ½	6 - 7	177
Mechanic	12 Mos.	V	7/1/22	6/30/23	12	8	260
Operation Eagle Tutor	4+ Hours	M	8/10/22	5/19/23	9 ½	4	177
PASS/Back on Track Director	4+ Hours	P	8/10/22	5/19/23	9 ½	7 - 8	177
Percussion Instructor	4+ Hours	V	8/10/22	5/19/23	9 ½	5	177
Playground Assistant	Less than 4 Hours	M	8/10/22	5/19/23	9 ½	2 – 2.25	170
Principal Secretary - Secondary	12 Mos.	S	7/1/22	6/30/23	12	8	260
Printer/Building Manager – ESC	12 Mos.	R	7/1/22	6/30/23	12	8	260
Psychological Services Secretary	4+ Hours + 5 Days	N	8/10/22	5/19/23	9 ½	5	182
Registrar – High School	12 Mos.	R	7/1/22	6/30/23	12	8	260
Registrar – Middle School	11 Mos. No Vac.	R	7/5/22	6/28/23	11	8	240
Safety Assistant	4+ Hours	R	8/10/22	5/19/23	9 ½	4-8	177
Special Ed. Assistant Level 1	Elem./Second. T.A.	M	8/9/22	5/19/23	9 ½	7	177 or 178
Special Ed. Assistant Level 2	Elem./Second. T.A.	N	8/9/22	5/19/23	9 ½	7	177 or 178
Special Ed. Assistant Level 3	Elem./Second. T.A.	P	8/9/22	5/19/23	9 ½	7	177 or 178
Special Services/Federal Programs Assistant	12 Mos.	V	7/1/22	6/30/23	12	8	260
Strength and Conditioning Coordinator	12 Mos.	V	7/1/22	6/30/23	12	8	260
Student Systems Coordinator	12 Mos.	U	7/1/22	6/30/23	12	8	260
Teacher Assistant	Elem./Second. T.A.	M	8/9/22	5/19/23	9 ½	7	177 or 178
Transportation Secretary	12 Mos.	R	7/1/22	6/30/23	12	8	260
Treasurer/Activity Fund Custodian	12 Mos.	V	7/1/22	6/30/23	12	8	260

## DURATION AND CERTIFICATION AGREEMENT

### **DURATION:**

This Agreement represents the full and complete agreements of the parties. This agreement shall be added to previous Meet and Confer agreements and remain in full force and effect and bind the parties until replaced by a subsequent Agreement negotiated in accordance with the provisions of the Procedural Agreement.

### **CERTIFICATION OF AGREEMENT**

Agreement to the foregoing Contract between the parties is attested to by the representative whose signatures appear below.

By \_\_\_\_\_  
BECPO President

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

# Support Employee Evaluation and Management System

## Evaluation Form

Employee Name \_\_\_\_\_ Date \_\_\_\_\_  
 Job Title \_\_\_\_\_ Work Site \_\_\_\_\_  
 Evaluation Period: \_\_\_\_\_ Ending Date \_\_\_\_\_  
 Beginning \_\_\_\_\_

S= Satisfactory; NI = Needs Improvement; U = Unsatisfactory

**I. General Criteria**

		S	NI	U
1.	Follows District Policy			
2.	Punctuality and Attendance			
3.	Follows Instructions			
4.	Practices Safety Habits			
5.	Exhibits Initiative			
6.	Work completed in neat and timely Manner			
7.	Works well with other District employees			
8.	Meets Production Standards			
9.	Utilization of materials and supplies			
10.	Appearance			
11.	Interaction with students and patrons			

**II. Essential Functions of the Job:**

1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				

**III. Comments:**

**IV. Acknowledgment:**

This Evaluation is based upon observation of the employee at the work site by the employee's evaluator, a review of district records, and personal knowledge of the employee's performance collected by the employee's evaluator.

**V. Signature:**

\_\_\_\_\_  
 Evaluator Date

\_\_\_\_\_  
 Employee Date

Signature acknowledges receipt and understanding of above evaluation, but does not necessarily indicate agreement



**BARTLESVILLE PUBLIC SCHOOLS**  
**2022-2023 WORK SCHEDULE**  
**Non-Teaching EMPLOYEES**

**9 ½ Month Employees (Days School is in Session)**

Position Code		Report to work	Last day of work
1100	Day's School In Session*	August 10, 2022	May 19, 2023
1101	Elementary Teacher Asst**	August 9, 2022	May 19, 2023
1105	Secondary Teacher Asst*	August 9, 2022	May 19, 2023
1108	Elementary Library Asst**	August 8, 2022	May 19, 2023
600	Secondary Library Asst*	August 8, 2022	May 19, 2023
2000	Less Than 4 Hours*	August 10, 2022	May 19, 2023
2100/2200	Bus Drivers*	August 8, 2022	May 19, 2023

\* Do not work spring Parent-Teacher Conferences or Virtual Learning Days.

\*\* Do not work fall or spring Parent-Teacher Conferences or Virtual Learning Days.

- Day's school is in session and less than 4 hour employees will work ONE additional day prior to the start of school.
- Teacher assistants will work TWO additional days prior to the start of school.
- Bus drivers and library assistants will work THREE additional days prior to the start of school.
- Last day of work may be adjusted due to inclement weather days

9 ½ month employees (Days School is in Session) will not report to work on the following dates:

August 26	Virtual Learning
September 5	Labor Day Holiday
September 30	Virtual Learning
October 13 – 14	Fall Break
November 21 - 25	Thanksgiving Break (3 Holidays)
December 2	Virtual Learning
December 19 – January 2	Winter Break (3 Holidays)
January 16	Martin Luther King Day
February 17	Virtual Learning
February 20	President's Day
March 13 – 17	Spring Break
April 7	Non-School Day
April 28	Virtual Learning

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**10 Month Employees (218 days with vacation started before 7-1-08)**

July 20, 2022	Report to work
May 19, 2023	Last day to work

10 month employees (218 days with vacation started before 7-1-08) will not report to work on the following dates:

September 5	Labor Day Holiday
November 23 - 25	Thanksgiving Holiday
December 23 - 26	Christmas Holiday



January 2  
\*\*April 7

New Year's Day Holiday  
Good Friday Holiday

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**10 Month Employees (218 days with no vacation started after 7-1-08)**

July 11, 2022  
June 2, 2023

Report to work  
Last day to Work

10 month employees (218 days with no vacation started after (7-1-08) will not report to work on the following dates:

September 5  
October 13 – 14  
November 21 - 25  
December 19 – January 2  
March 13 – 17  
\*\*April 7  
May 29

Labor Day Holiday  
Fall Break  
Thanksgiving Break (3 Holidays)  
Winter Break (3 Holidays)  
Spring Break  
Good Friday Holiday  
Memorial Day Holiday

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**11 Month Employees (240 days with vacation started before 7-1-08)**

July 5, 2022  
June 5, 2023

Report to work  
Last day to work

11 Month Employees (240 days with vacation started before 7-1-08) will not report to work on the following dates:

September 5  
November 23 - 25  
December 23 - 26  
January 2  
\*\*April 7  
May 29

Labor Day Holiday  
Thanksgiving Holiday  
Christmas Holiday  
New Year's Day Holiday  
Good Friday Holiday  
Memorial Day Holiday

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**11 Month Employees (240 days no vacation started after 7-1-08)**

July 5, 2022  
June 28, 2023

Report to work  
Last day to work

11 Month Employees (240 days no vacation started after 7-1-08) will not report to work on the following dates:

September 5  
October 13 – 14  
November 21 - 25  
December 19 – January 2  
March 13 – 17  
\*\*April 7  
May 29

Labor Day Holiday  
Fall Break  
Thanksgiving Break (3 Holidays)  
Winter Break (3 Holidays)  
Spring Break  
Good Friday Holiday  
Memorial Day Holiday

## 12 Month Employees (260 days)

July 1, 2022	Report to Work
June 30, 2023	Last Day to Work

12 Month employees will not report to work on the following dates:

July 1	Non-Working Day
July 4	Independence Day Holiday
September 5	Labor Day Holiday
November 23 - 25	Thanksgiving Holiday
December 23 - 26	Christmas Holiday
January 2	New Year's Day Holiday
**April 7	Good Friday Holiday
May 29	Memorial Day Holiday

Leap Year Holiday – On Leap Year, 12-month employees will be entitled to one (1) floating additional day off from work to be taken when a substitute will not be required. Must be used between February 29<sup>th</sup> and June 30<sup>th</sup> of the leap year.

Holidays are paid days.

\*\*If Good Friday is used as a school day, 10 & 11 month support employees will have their work calendar shortened by one day and all 12 month employees may take 1 paid day between Good Friday and June 30<sup>th</sup>.