

INTRODUCTION

This handbook contains policies, regulations, and procedures of the Little Axe School Board that have been paraphrased for use by employees. This is an abbreviated version of the Policy Manual to include topics that directly relate to employees.

Employees requiring additional information or more detail concerning specific policies should refer to the Little Axe Schools Policy manual.

Each person holding a copy of this manual is to make a diligent effort to keep it up-to-date as new or revised policies are distributed by the Superintendent's office. New policies and revisions will be distributed to each person, office, or library holding a copy of this handbook.

Little Axe Public Schools operates according to policies established by the Little Axe Board of Education. The Board, which represents the state and local community, develops policies after careful deliberation, and the school administration implements these policies through specific regulations and procedures. The Board then evaluates the effects of its policies and makes revisions as necessary.

In the interest of harmony, efficiency, uniformity of interpretation, coordination of effort, and in fairness to all concerned, the Board makes this Handbook available to all who are affected by its policies. Copies are to be maintained in principals' offices, and the School Board/Superintendent's office. Further, a copy may also be found on the district website at www.littleaxeps.org

**BOARD OF EDUCATION
LITTLE AXE SCHOOLS**

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ADMINISTRATION**

Jay Thomas, Superintendent
Teresa Neeley, Elementary School Principal
Justin Ayres, Assistant Elementary School Principal
Dalton Griffin, Middle School Principal
Mike Bread, M.S. Assistant Principal/Assistant Athletic Director
Trey Kirkpatrick, High School Principal
Amie Lampkin, High School Assistant Principal
Amber Harp, High School Alternative Academy Director
Jennifer Jennings, Special Education Director
Marie Wilson, Early Childhood Director
Renee Stovall, Transportation Director
Brad Miller, Maintenance Director
Albert Ramirez, Custodial Director
Andy Mobley, Technology Director
Bryant Briggs, Athletic Director

Put Calendar Here

I DEFINITION OF SUPPORT PERSONNEL

Little Axe Schools support personnel includes all of the following positions: Custodial, Maintenance, Office Assistant, Paraprofessional, Secretary, Child Care, Teacher Assistant, and Transportation. It is recognized that other categories of positions may be added.

II NATURE OF EMPLOYMENT

Employees of Little Axe Schools voluntarily enter into employment contracts with the district. Consistent with board policy and state law, the employment contract may be terminated for good and just cause by the board. Similarly, the employee may terminate the contract consistent with board policy and state law.

III. EQUAL EMPLOYMENT OPPORTUNITIES

Little Axe Schools is an equal opportunity employer, committed to non-discrimination in recruitment, selection, hiring, pay, promotion, retention, or other personnel action affecting employees or candidates for employment. Therefore, discrimination in employment against any person on the basis of race, color, religion, national origin, political affiliation, gender, age, marital status, or disability is prohibited. Personnel decisions shall be based on merit and the ability to perform the essential functions of the job with or without reasonable accommodations.

The district shall provide facilities, programs, and activities that are accessible, usable and available to qualified disabled persons. Further, the district shall not discriminate against qualified disabled persons in the provision of health, welfare, and social services.

The statement, Little Axe Schools is an equal opportunity employer shall be placed on all employment application forms.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of their immediate supervisor or the Superintendent without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action up to and including termination of employment.

IV EMPLOYEE BENEFITS

Eligible employees of the district are provided with a range of benefits. A number of the programs such as Social Security and Worker's Compensation cover all employees in the manner prescribed by law.

A. BENEFITS

1. Bereavement Leave
2. COBRA
3. Dental Insurance
4. Family Leave
5. Holidays
6. Jury Duty/Court Subpoena
7. Medical Insurance
8. Medical Leave
9. Military Leave
10. Personal Leave
11. Retirement
12. Sick Leave Bank
13. Vacation
14. Vision Insurance

B. HEALTH INSURANCE

The district provides for the availability of health insurance (including prescription drug coverage) and dental insurance for all full-time employees. There are several options available to employees.

The district will designate an Annual Open Enrollment Period each year. This is a time when employees may make additions or changes in their benefit coverage, subject to the terms and limitations of each individual benefit plan. Additional information about medical, dental, vision, life insurance, or assistance with a problem, can be obtained by contacting Cathey Miller (Extension 9963 or 329-7691).

Benefit changes may be made during the year ONLY if the employee experiences a lifestyle change that would affect his/her benefits. Lifestyle changes include: birth, adoption, death, termination of a spouse's insurance, or a dependent reaching the maximum age limit on the plan.

Continuation of medical, dental and vision insurance is available upon termination under COBRA, which is a federally mandated program and is governed by federal law.

C. HOLIDAYS

Support employees will be granted the following holidays:

July 4th
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Years Eve
News Years Day
Memorial Day
Martin Luther King Day

When any of the above holidays fall on Saturday or Sunday, the Superintendent may designate days preceding or following the holiday as a holiday.

D. SICK LEAVE BANK

The district has an established Sick Leave Donation Bank for employees if there is an extraordinary or severe illness or injury. Upon exhausting all personal leave (excluding extended leave), and submitting a medical certificate from a licensed physician and/or health care practitioner verifying the severity or extraordinary nature and expected duration of the condition. Employees shall then be given the opportunity to donate a day of their sick leave to aid personnel in bearing the hardship. The following steps will be followed:

Employees shall be given the opportunity to donate forty (40) hours of their sick leave to aid personnel to bear the hardship resulting from serious personal or immediate family illness or disability. After exhausting eighty (80) hours from the sick leave bank and twenty days extended leave, if additional days are still needed, up to eighty (80) more hours may be requested and shall be granted upon medical verification.

The supervisor will again provide the business office with the appropriate list of donors and medical verification. The donating employee may donate any amount of sick leave provided the donation does not cause the sick leave balance of the donating employee to fall below eighty (80) hours.

SUMMARY

- STEP 1. Employees exhaust all accumulated leave.
- STEP 2. Employees can request an additional eighty (80) hours leave with a note from doctor. (Must be donated from another employee.) Any employee may donate up to forty (40) hours for another employee.

- STEP 3. One hundred sixty (160) hours statutory in which sub pay will be deducted from individual's check.
- STEP 4. Employee may request an additional eighty (80) hours. (Must be donated from another employee). Any employee can donate up to eighty (80) hours.

E. VACATION

The Board will provide annual vacation with pay to those employees in 12-month positions. Upon retirement or termination, personnel having unused vacation time earned are eligible to be reimbursed for such vacation. The dates for all vacations must be approved by the immediate supervisor and will be limited to 10-working days in a row, unless otherwise approved by the Superintendent.

It is the responsibility of the immediate supervisor to arrange vacation at a time when a substitute will not be required. Employees shall be eligible for vacation days according to the following:

Years 1-4	10 days per year
Years 5-19	15 days per year
Years 20 +	20 days per year

This vacation policy does not apply to the following personnel:

Bus drivers
Other 10 and 11 month support staff
Paraprofessionals
Teacher assistants

F. EMERGENCY LEAVE

One (1) day emergency leave will be granted for emergency situations such as, but not limited to:

1. Incidents or circumstances which result in significant damage to property by unexpected forces or acts.
2. Illness or injury presenting a substantial likelihood of loss of life, limb or significant bodily function to members of the support personnel's immediate family.
3. Use of emergency leave shall be without loss of pay or other benefits to the support personnel.

Little Axe Schools maintains high standards for professional conduct for all district employees. This includes professional, competent, cooperative, and supportive behavior, which is a positive benefit to the district in attaining its educational goals; will be beneficial in fostering a positive, supportive and collegial work place for all employees; and which will be instrumental in providing a positive and supportive environment for students and other school patrons. The district maintains high performance standards for all employees which are reflected as goals in the evaluation procedures for all employees, and which are critical to the accomplishment of student achievement goals set by the district.

Disciplinary action up to and including dismissal may result for incompetence, immorality, non-compliance with school rules and regulations, disability in accordance with state and federal law, conviction of a felony or a crime of moral turpitude, or other good and just cause. Any district employee (part-or full-time) may be suspended for up to thirty (30) days when the safety and welfare of the students and the district is threatened, or on the basis of conviction of a felony or certain misdemeanor acts as defined by Oklahoma Statutes.

A. ARREST AND CONVICTIONS

An employee who is arrested for any felony or any offense involving moral turpitude must report the arrest to the principal within three (3) calendar days of the arrest. An employee who is convicted of or receives deferred adjudication for such an offense must also report that event to the principal within three (3) calendar days of the event. Moral turpitude includes, but is not limited to dishonesty, fraud, deceit, theft, misrepresentation, deliberate violence, base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor; drug-or alcohol-related offenses, or acts constituting abuse under Oklahoma statutes.

B. GIFTS, FAVORS, AND SOLICITATION

Employees may not accept gifts or favors that could influence or be construed to influence the employee's discharge of assigned duties. An employee who exercises discretion in connection with contracts, purchases, claims, payments, or other pecuniary transactions shall not solicit, accept, or agree to accept any benefit from a person the employee knows is interested in or likely to become interested in any such transactions of the district. The exchange of gifts between students and staff shall be discouraged.

C. HARASSMENT

The district is committed to maintaining a learning/working environment free from sexual harassment and harassment based on race, national origin, disability, or religion of any student or school personnel at school or any school sponsored activity. It is a violation for

any student or school personnel to harass or to tolerate harassment, on the part of students, school personnel, or third parties at school or any school sponsored activity.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when the behavior:

1. Is a condition or term of obtaining or retaining employment;
2. Is a factor in affecting the individual's employment; or
3. Interferes with the individual's education or employment or creates an intimidating, hostile, or offensive environment.

A more thorough and specific definition of behavior considered sexually harassing is included in district policy.

Harassment based on race, national origin, disability, or religion consists of physical or verbal conduct relating to an individual's race, national origin, disability, or religion when the conduct:

1. Creates an intimidating, hostile, or offensive environment;
2. Interferes with the individual's work; or
3. Otherwise adversely affects an individual's employment or educational opportunities.

Individuals who believe they may be victims of harassment as defined in district policy should report the incident to a building principal/supervisor and/or the Superintendent. In addition, any district personnel who have notice of prohibited harassment shall immediately report the behavior to a building principal/supervisor and/or the Superintendent. All allegations will be thoroughly investigated as required by law and district policy. The complaint, the identity of the complainant, and alleged harasser shall not be disclosed except as required by law or policy.

Retaliation against students or school personnel who report harassment or participate in related proceedings is prohibited. However, individuals filing false charges of harassment are subject to discipline.

D. NON-DISCLOSURE

It is board policy to protect confidential employee and student information. Employees who improperly disclose confidential information will be subject to disciplinary action, up to and including termination of employment and legal action.

E. STAFF DRESS, ACCESSORIES, AND GROOMING

The professional dress code for support personnel is intended to create a role model for the students and an atmosphere of respect, professionalism and practicality. Deviations from this policy can only be granted by building administrator/Superintendent. Professionalism and modesty will be considered when determining any alteration to the policy.

F. SUSPENSION, DEMOTION, TERMINATION, OR NON-REEMPLOYMENT

For just cause, support employees may be suspended with or without pay by the district. Board of Education policy outlines definitions, school policy, cause, and procedures for suspension, demotion, termination, or non-reemployment of support employees.

VI EMPLOYEE RELATIONS

A. EMPLOYMENT CATEGORIES

The various employee classifications are listed below so that employees understand their employment status and benefit eligibility.

- Administrative staff
- Childcare Provider
- Computer Technician
- Custodian
- Library Aide
- Maintenance
- Records Clerk
- Registrar
- Secretaries
- Teaching Assistants/Para-professional
- Transportation
- Tutor

B. EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization. The following are examples of the most common circumstances under which employment is terminated.

1. DISMISSAL

Superintendent initiates involuntary employment termination. Subject to Oklahoma Statutes, an employee may be terminated or not reemployed for: willful neglect of duty, repeated negligence in performance of duty; mental or physical abuse to a child, incompetence, commission of an act of moral turpitude; abandonment of contract; non-compliance with school laws and regulations; disability in accordance with state and federal law; conviction of a felony or a crime; or any other good and just cause that threatens the safety or welfare of the students or the district.

2. RESIGNATION

Employ initiates voluntary employment termination. Employees who wish to terminate their employment shall give at least two (2) calendar weeks (14 days) notice to their immediate supervisor. These requests will be forwarded to the Superintendent, who in turn, will notify the board at its next regularly scheduled meeting. Once a letter of resignation is submitted to the Superintendent by an employee, it may not be withdrawn until the board reviews the letter and approves/disapproves the resignation. The Board delegates the authority to the Superintendent to accept all resignations as final and binding to the district.

C. GRIEVANCE PROCEDURE

The purpose of this procedure is to provide a method for resolving any grievance by a support employee that may arise from interpretation or application of any rule, regulation, or policy of the board, as it specifically relates to employee/employer relationships.

Each employee is urged to confer in an informal manner with his/her immediate supervisor in an effort to resolve the grievance. If this is not successful, refer to Board Policy 5245 Employee Grievances and (Appendix A – Grievance Report Form)
No reprisals of any kind will be taken by the district or the school administration against any employee by reason of participation in the grievance procedure.

D. PERFORMANCE EVALUATION

In order to maintain the best qualified support personnel to assist the district in providing quality education for all students and to assist support staff to improve job performance, the Board requires regular and periodic (as necessary) written evaluations of all support personnel.

The Superintendent shall designate those principals/supervisors who are required to evaluate support personnel and shall take all steps reasonably necessary to insure that all support staff of the district are evaluated at least annually prior to **April 1** of each fiscal year.

The Superintendent is responsible for distributing and maintaining the evaluation forms for support staff. The principal/supervisor will be responsible for the formal evaluation of the support staff assigned to his/her building/department. The evaluation will be signed by the employee and the principal/supervisor. A copy of the evaluation (and any plans for improvement) is to be submitted to the Superintendent for filing in the support employee's personnel record.

It is understood that during the course of the work day there is constant evaluation between the employer and employee. Problems or questions of either party should be discussed when the need arises.

VII LEAVES OF ABSENCE

It is board policy to provide leaves of absence in support of special life situations that employers may encounter. In general, leaves of absence apply to full-time employees only. Part-time employees who need a leave of absence should contact their immediate supervisor.

A. ASSAULT LEAVE

Assault leave provides job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. A district employee who is physically assaulted during the performance of regular duties is entitled to the number of days of leave necessary [up to two (2) years] to recuperate from physical injuries sustained as a result of the assault, in addition to all other days of leave. At the request of any employee, the district must immediately assign the employee to assault leave. Days of assault leave may not be deducted from accrued personal leave. Assault leave must be coordinated with Worker's Compensation benefits.

B. BEREAVEMENT LEAVE

Each support staff employee shall be provided with five (5) days of leave for bereavement due to the death of a member of the immediate family (spouse, child, parent, sibling, mother-in-law, and father-in-law). Upon request to the Superintendent, extended bereavement leave may be granted in special circumstances.

C. EXTENDED LEAVE OF ABSENCE

The Board has adopted the following to govern the granting of and return from extended leave of absence for full-time support employees who have been employed by the district for at least three (3) complete school years. For purposes of this document, the term "support employee" shall mean an employee of the district who provides those services not

performed by professional educators or licensed teachers which are necessary for the efficient and satisfactory functioning of the district. For purposes of this document, the term "full-time support employee" shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employed by the district for a minimum of 172 days per year. (Appendix B-Request for Extended Leave of Absence)

1. GRANTING OF EXTENDED LEAVE OF ABSENCE

- a. An extended leave of absence **without pay** may be granted to a full-time support employee who has been employed by the district for at least three (3) complete years for the reason set forth in Section 2 a, b, or c below.
- b. The granting of an extended leave of absence for the reasons set forth in Section 2 a, b, or c below shall be solely within the discretion of the Board.
- c. A full-time support employee desiring an extended leave of absence shall submit a written request to the Superintendent by completing the form prescribed by the Board. Copies of such form shall be available from the Central Office. The Superintendent shall place the employee's request on the agenda for the next regularly scheduled meeting of the Board.
- d. The employee shall, if possible, submit the request for an extended leave of absence at least 30-days prior to the requested commencement date of such leave. Such request shall designate the reason for such leave and the beginning and ending dates of the requested leave.

2. REASONS FOR GRANTING EXTENDED LEAVE OF ABSENCE

a. ILLNESS IN IMMEDIATE FAMILY REQUIRING CARE

After exhausting all applicable leave, including leave available to the employee under the Family and Medical Leave Act, if any, an employee may request an extended leave of absence to care for a sick member of the employee's immediate family. Such requests must be accompanied by a physician's statement indicating the nature of the illness. "Immediate family" means spouse, child, father, mother, brother or sister.

b. OTHER

Extended leave of absence for reasons other than those identified in Sections 2a through 2c may be granted when in the judgment of the Superintendent and the Board, such leave would be in the best interest of the district and the employee.

c. PERSONAL ILLNESS

After exhausting all applicable leave, including leave available to the family under the Family and Medical Leave Act, if any, an employee may request an extended leave of absence in the event of serious personal illness. Such request must be accompanied by a physician's statement indicating the nature of the illness specifically stating that due to the illness, the employee is currently unable to perform his or her assigned duties, and indicating when the employee is expected to be able to resume those duties. Employees requesting to return from extended leave of absence due to personal illness must also submit a physician's statement indicating the employee has recovered sufficiently to enable him/her to resume all normal duties with or without accommodation.

D. FAMILY AND MEDICAL LEAVE

It is the policy of the district to comply fully with the requirements of the Family and Medical Leave Act of 1993 (FMLA). The FMLA requires that a covered employer provide up to 12-work-weeks of unpaid leave to eligible employees. "Eligible employees" are those employees who: have been employed for at least one (1) year by the district; and worked at least 1,250 hours during the previous 12-month period; and have requested leave for a reason covered by FMLA.

E. JURY DUTY/COURT SUBPOENA

1. A support employee who is summoned to jury duty in a criminal, civil, or juvenile proceeding shall not suffer a loss of pay or accumulated leave as a result of such absence.
2. A support employee who is subpoenaed as a witness in a criminal, civil, or juvenile proceeding shall not suffer loss of pay or accumulated leave as a result of such absence.
3. A support person must report back to work as soon as he/she is released from jury service or serves as a witness.

F. MILITARY LEAVE

The Board shall provide leave to qualified 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 and the commissioned corps of the Public Health Services, when the employee meets the requirements set forth in the regulations accompanying the Uniform Services Employment and Re-Employment Rights Act of 1994 (USERRA). A leave of absence for the period of active service shall be without loss of status or efficiency rating and without loss of pay during the first 30-days of such leave. The district provides re-employment rights to employees who become absent from work because of service in any branch of the military services.

G. PERSONAL LEAVE

The district shall provide for support employees a minimum of three (3) days for personal business leave upon the request of the support employee. Support employees shall properly file a form of notification in advance of a temporary leave for personal business with the principal/supervisor and the Superintendent. Support employees shall neither take temporary leave for personal business on the days immediately before or after board adopted non-working days nor during the first and last week of the school year except in cases of emergency when authorized by the Superintendent. Personal leave may be used in increments of no less than one-half (1/2) day.

H. SICK LEAVE

Benefits for support employees shall include provisions for paid sick leave of at least one (1) day per month of employment up to a maximum of 12-days, not to exceed the number of hours per day for which they are regularly employed cumulative to a total of 90-days.

Cumulative sick leave shall be transferable to another school district where the person is to be employed the next succeeding year provided that the numbers of days transferred shall not exceed the maximum days permitted by the receiving district and that such transferring days shall be used in case of illness up to a maximum of ten (10) transferred days per school year unless the local board authorizes the use of additional transferred days during the school year in an amount set by the Board and provided further, that if the receiving school district pays such person for unused sick leave upon retirement or termination of employment, then said payments shall be for only those days accumulated in the receiving district. The Board of the sending district shall certify the exact number of days eligible for transfer.

The Superintendent may request a doctor's statement or other appropriate evidence of illness if he/she suspects policy abuse.

1. DEFINITION OF SICK LEAVE

Sick leave is defined as personal illness, personal accidental injury or pregnancy, or illness or injury of any immediate family members. The term "immediate family" is

defined as those close family members such as a spouse or children residing within the same household as the employee. Such leave may also be taken for illness of non-dependent children, mother, father, sister, brother, grandparents, mother-in-law, or father-in-law.

2. **SICK LEAVE INCREMENTS**

All sick leave will be utilized in the following increments:

7 Hour Employee

10 Hour Employee

0-1.75 Hours =	$\frac{1}{4}$ Day	0-2.5 Hours =	$\frac{1}{4}$ Day
1.75 – 3.5 Hours =	$\frac{1}{2}$ Day	2.5 -5 Hours =	$\frac{1}{2}$ Day
3.5 – 4.75 Hours =	$\frac{3}{4}$ Day	5-7.5 Hours =	$\frac{3}{4}$ Day
4.75-7 Hours =	1 Day	7.5-10 Hours =	1 Day

8 Hour Employee

0-2 Hours =	$\frac{1}{4}$ Day
2-4 Hours=	$\frac{1}{2}$ Day
2-6 Hours=	$\frac{3}{4}$ Day
6-8 Hours=	1 Day

VIII PAYROLL INFORMATION

District employees must file with the payroll clerk a packet of information needed for payroll purposes.

Administrators/supervisors must review time cards for accuracy and give their approval to time records. All hourly employees are required to punch in/out on a time clock including before and after lunch break. The hourly employee may not check in earlier than nine (9) minutes prior to their assigned starting time and may not clock out later than ten (10) minutes after their assigned quitting time without the approval of their immediate supervisor.

Support employees are paid on the 15th and the last working day of each month. ***ALL SUPPORT EMPLOYEES WILL BE ENROLLED IN A DIRECT DEPOSIT PROGRAM THROUGH A BANK OF THE EMPLOYEE'S SELECTION.***

All support employees must use leave for time off if available. The district will not deduct checks in lieu of using available leave.

A. FAIR LABOR STANDARDS ACT (FLSA)

The FLSA extends flexibility to school districts in adopting arrangements that provide compensatory time off in lieu of monetary overtime compensation. Accordingly, the district will provide, within reasonable limits, compensatory time off. The calculation used to determine the amount of compensatory time available to a non-exempt employee is one and one-half (1 ½) hours of compensatory time for each hour of overtime worked.

Compensatory time received by an eligible employee extinguishes the employee's entitlement to monetary overtime compensation. Compensatory time off is subject to all conditions provided in this document and the district's policies concerning FLSA. The districts administration shall at all times, retain the authority to make the decision to permit an employee to accumulate and use compensatory time or to pay the employee for overtime worked; however, the standard of time and one-half (1 ½) for overtime hours shall apply to either instance. The district's policy and applicable procedures concerning compensatory time are more fully detailed in Appendix D – Authorization of Compensatory Time/Overtime.

B. MAXIMUM ACCRUAL OF TIME

Employees may accrue up to 240 hours of comp-time. (Because comp-time is accumulated at time and one-half, this is 160 hours of actual overtime work.)

C. OKLAHOMA TEACHER RETIREMENT SYSTEM

Membership is optional for all support personnel. Details may be secured from the Central Office staff.

D. PAYMENT FOR COMPENSATORY TIME AT END OF EMPLOYMENT

Any non-exempt support employee whose employment with the district terminates and who has accrued, but not used comp-time shall be paid at his/her regularly scheduled hourly rate at the time the employee received the payment. The district reserves the right at any time to substitute a cash payment, in whole or in part, for comp-time.

E. PAYMENT OF FINAL COMPENSATION

Payment of final compensation shall be processed and disbursed at regularly scheduled times.

1. EXIT INTERVIEW

Any employee who leaves the employment of the district may have an exit interview with the Superintendent and/or his/her principal/supervisor. (Appendix -- E-Exit Interview and Appendix F-- Exit Check List)

F. PRIOR APPROVAL OF OVERTIME REQUIRED

OVERTIME WILL NOT BE ALLOWED FOR ANY NON-EXEMPT SUPPORT EMPLOYEE UNLESS PRIOR APPROVAL HAS BEEN GIVEN IN WRITING BY THE EMPLOYEE'S SUPERVISOR AND THE SUPERINTENDENT. NON-EXEMPT SUPPORT EMPLOYEES WORKING IN EXCESS OF 40-HOURS PER WORK WEEK WITHOUT PRIOR WRITTEN APPROVAL MAY BE SUBJECT TO APPROPRIATE DISCIPLINARY ACTION UP TO AND INCLUDING THE POSSIBILITY OF TERMINATION.

G. SALARY

Support employees shall be paid according to federal wage and hours laws. The Board may establish salary schedules in compliance with the Federal Wage and Hour Law. Placement of new employees is based on the employee's previous experience and professional training, as well as the responsibilities assumed in their positions. Salary increases, when granted, will begin on July 1 of each year.

H. SCHEDULING USE OF COMPENSATORY TIME

Any non-exempt employee who has accrued comp-time, and who requests the use of comp-time, shall be permitted to use the comp-time within a reasonable period after making the request, as long as the use of comp-time does not unduly disrupt the operations of the district. Supervisors are encouraged to limit the accumulation of comp-time to eight (8) hours per work period, but special circumstances may justify a greater accumulation. All requests to use comp-time must be in writing. If the request is denied, then the employee and supervisor are to arrange an alternate date for comp-time to be used. If no agreement can be reached, then a meeting will be conducted with the Superintendent to schedule a date for the comp-time to be taken. The district, at its sole option, may require an employee to use accrued comp-time at certain times.

I. SOCIAL SECURITY LAW

Under the Federal Insurance Contribution Act (FICA), also known as the Social Security Act, the district is required to deduct a percentage of each employee's salary. The district must match that amount and send it to the government to be deposited in each employee's Social Security account. If not familiar with the retirement and disabilities benefit provided under Social Security, employees should check with district payroll and/or the local Social Security Office for more complete information.

J. VOLUNTEER WORK

Non-exempt employees are not allowed to do “volunteer” work for the district.

Although the district appreciates the occasional willingness of non-exempt personnel to volunteer their time, FLSA regulations create an unacceptable risk of overtime liability when non-exempt personnel volunteer to work longer hours without compensation. An exception to the prohibition is an employee of the district who is a parent, grandparent, or guardian who volunteers in connection with school related activities involving the individual’s child or grandchild, and the activity is one for which parents or others customarily volunteer. In addition, the volunteer’s activities or services must be unrelated to the employees compensated duties with the school.

IX. RECRUITING AND HIRING

The district will recruit support personnel to fill existing or proposed vacancies. An applicant supply file will be maintained for all positions and vacancy announcements for open jobs will be posted throughout the district. Candidates for positions will be screened and the appropriate supervisors will determine which candidates to interview. After interviews are completed, the Superintendent will make a recommendation for employment to the Board.

A. CRIMINAL BACKGROUND CHECKS

Individuals applying for employment within the district for any position shall be required to disclose prior convictions of law, other than minor traffic violations or juvenile offenses. Information provided by applicants may be verified by work history, personal reference, or criminal record inquiries to determine the applicant’s acceptability for employment. Where a prior conviction is ascertained, the district will consider the nature of the offense, the date of the offense, and the relationship between the offense and the position for which the individual is applying.

As a condition of employment, any applicant who is offered or accepts employment with the district (whether full-time, part-time, permanent, or temporary) shall submit to fingerprinting and provide descriptive information. The information and fingerprints shall be forwarded through the Oklahoma State Bureau of Investigation (OSBI) to the Federal Bureau of Investigation (FBI) for the purpose of obtaining criminal history record information on applicants who are offered and accept employment.

If an applicant is denied employment because of information appearing on his/her criminal history record, the district, upon request, shall provide a copy of the information provided by the OSBI and/or the FBI to the applicant.

As a condition of employment, any applicant who is offered or accepts employment with the district (whether full-time, part-time, permanent, or temporary) shall provide written consent and the necessary personal information for the district to obtain a search of founded complaints of child abuse and neglect. The applicant for employment may be responsible for the cost of the investigations conducted by the OSBI and/or the FBI.

B. EMPLOYEE PERSONNEL FILES

The district shall maintain a personnel file system for all employees of the district that will be kept in the Superintendent's office. The personnel file includes such information as the employee's job application and resume, personnel information such as addresses, telephone numbers, emergency number, records of training and/or certification, performance evaluations, disciplinary actions, salary information and other employment records. Employees must promptly notify the Superintendent's office if any personnel information must be updated.

Present and past employees shall have access to their personnel files and records, that are maintained by the district.

Information determined to be unfounded after reasonable administrative review shall not be maintained in any employee personnel file, but may be retained in a separate sealed file by the administration if such information alleges civil or criminal offenses.

Written permission from the employee is required to release information requested by banks or other establishments, except to comply with a judicial order or a lawfully issued subpoena. The employee shall be notified of the request for records. Access to personnel files by all others is restricted to a need to know basis.

C. INTERVIEWING AND SELECTION

All job applicants for positions within the district must complete, sign and date an application for employment and provide in a timely fashion other information requested as necessary in determining eligibility or qualifications for an advertised position. It shall be the responsibility of the applicant to furnish accurate information. Any misrepresentations, falsifications, or material omissions of the data contained in the application may result in the candidate not being considered for hire, or if hired, terminated. A personnel interview is required as a prerequisite to employment.

Principals and supervisors have the major responsibility in reviewing applications, establishing interviews, and selecting candidates using a prescribed process established through the Superintendent's office. No questions will be asked during the interview that may be viewed as discriminatory with regard to race, color, religion, sex, age, national origin, disability, pregnancy, marital status, or any other characteristics protected by law. All candidates who are interviewed and not selected will be contacted. Reference checks and criminal background checks (including fingerprinting) will be completed on all applicants, part-time or full-time, to verify information noted on the employment application, including work experience, skills and knowledge, and criminal history. In the applicant review process, principals/supervisors will give consideration to all current employees who are qualified and who have expressed in writing an interest in an advertised position or selected for that position.

D. JOB DESCRIPTIONS

The district is committed to maintaining current and up-to-date job descriptions for all positions. A job description is an outline of job duties, responsibilities, and qualifications necessary to perform the job, but is not meant to be all inclusive. Employees may be asked to perform other duties as assigned, although not specifically mentioned in the job description.

The Superintendent's office will maintain job descriptions for each position in the organization. The Superintendent's office will conduct an annual audit of each position to ensure that the job descriptions are current.

E. JOB POSTING

The job posting process is designed to provide notice of job opportunities to as many qualified people as possible. The process also notifies district employees of job opportunities as they occur.

Notices of employment vacancies with the district will be posted at the Central Office and on the Little Axe Website. Where applicable, notice will be sent to newspapers, colleges and universities, and posted on numerous web sites.

A selection process will follow which will include a personal interview of each selected candidate as well as a review and evaluation of the candidates work history, educational qualifications, and specialized skills. Employees who wish to be considered for posted positions must send written notice to a principal/supervisor. Each employee who applies for a posted position will receive some communication either written or verbal about his/her application. There is no guarantee that a current employee will be interviewed for an advertised position or selected for that position.

F. LETTER OF INTENT

Each support employee may be required to submit a "Letter of Intent" at the end of each school year. Signing of this document does not hold the employer to a binding agreement of employment. The purpose of this document is for budgetary evaluation only, and depending upon funds for the coming year will determine any future employment. (Appendix F –Letter of Intent Form).

G. PHYSICAL EXAMINATION

Bus drivers are required to have a physical examination, as well as the required alcohol and drug testing. Food service personnel must have a current food handler's certificate.

X SAFETY

A. BLOOD-BORNE PATHOGENS EXPOSURE CONTROL PLAN

A Blood-Borne Pathogens Exposure Control Plan is in place to eliminate or minimize employee exposure to surfaces, equipment, and body fluids that are potentially contaminated with blood-borne pathogens.

B. DRUG-AND ALCOHOL-FREE WORKPLACE

To maintain a healthy educational and working environment in the district's schools and to comply with the requirements of the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendment of 1989 for purposes of receiving federal assistance, the board has adopted the following regulations:

Use, possession, dispensing, distribution, manufacture, or being under the influence of a controlled substance, alcoholic beverage, or non-intoxicating beverage (as defined by Oklahoma Statutes) in any of the district's facilities, on district property (including vehicles), or at a district sponsored function or event by a district employee is prohibited. Violations of this prohibition shall result in disciplinary action, which may include dismissal or non-renewal of employment. Violations that constitute criminal acts will be referred for criminal action.

C. REPORTING OF POSSIBLE EXPOSURE TO VIRAL INFECTIONS

An employee who believes he/she has been involved in a possible exposure-prone incident, which may have exposed the employee to blood or body fluids of a student and/or other employee, may request an investigation of the situation. The Superintendent shall contact the local health department and request an immediate

investigation of the incident. It is the health department's responsibility to determine if a potentially harmful exposure has occurred and make recommendations based on all information available to him/her regarding how the employee can reduce any risks from such exposure. The Superintendent shall not divulge any information to the health department regarding the identity of the student and/or employee involved in the accident.

The Superintendent will meet with the employee to share recommendations of the health department. The information provided by the health department is subject to any applicable confidentiality requirements set forth in state and federal law.

In each school there is a blood-borne pathogen exposure control plan which has been reviewed and recommended by the health department. Upon exposure, the employee should access that plan, complete the exposure incident report form and follow the procedure as outlined in the plan.

D. TOBACCO-FREE SCHOOLS FOR STAFF AND STUDENTS

Smoking, chewing, or any other use of any tobacco products by staff, students and visitors is prohibited throughout the entire school property, including vehicles. This applies to extra-curricular activities as well.

Staff and students found to be in violation of this policy shall be subject to appropriate disciplinary action.

E. USE OF SCHOOL-OWNED EQUIPMENT AND VEHICLES

All employees are expected to exercise care, follow all operating procedures and follow all safety rules and guidelines when using school-owned equipment and when using school-owned vehicles or personal vehicles for school business.

For employees who drive a school-owned vehicle, the primary use of the vehicle is for conducting school business. Improper, careless, negligent, destructive, or unsafe use or operations of vehicles, including excessive or available traffic and parking violations is prohibited. Traffic or parking violation fines will be paid by the employee.

Employees who must use their own vehicles for school business must get prior approval from their supervisor. The personal vehicle must be adequately insured and in safe working order. Employees who use their personal vehicles for school business will be reimbursed mileage for travel.

An employee who has an accident either in a school-owned vehicle or in their personal vehicle while on school business should report the accident immediately to his/her supervisor.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles may result in disciplinary action.

F. VISITORS

Visitors are welcome in the schools, however, they must report to the building principal's office of each school to obtain a visitor's badge.

It is unlawful for any person to enter a school at nighttime or to remain on any school property, including school buses, without the consent of an authorized person. Persons violating this provision may be prosecuted. Unauthorized persons including suspended students will be requested to leave school grounds by an administrator.

G. WORKER'S COMPENSATION

It is the policy of the Board to provide Worker's Compensation Insurance to personnel to compensate for personal injury from an accident arising out of and in the course of their job responsibilities. (Appendix H Accident Report Form). For any day that an employee receives disability reimbursement under the Worker's Compensation Law for compensable illness or accident arising out of or in the course of his/her employment, the employee's payment for accumulated leave and compensation shall not exceed 100 percent of their regular gross salary. The district reserves the right to request a doctor's statement.

XI

WORK CONDITIONS

A. DISABILITY/SERIOUS DISEASES ACCOMMODATION

Little Axe Schools are committed to ensuring equal opportunities in employment for qualified individuals with disabilities and/or infectious, long-term, life-threatening, or other serious diseases. All employment practices and activities are conducted on a non-discriminatory basis.

Upon request, assistance is available for completing applications. Pre-employment inquiries are only made regarding an applicant's ability to perform the essential functions of the position. Post-offer medical examinations may be required, but only for those positions in which there is a bona-fide job related physical requirement. Conditional job offers may be extended pending results of such required medical examinations. Medical records will be kept separate and in confidential files located in the Superintendent's office.

Reasonable accommodations are available to all employees with disabilities or serious illnesses where the performance of job functions may be affected. Qualified individuals with disabilities and/or serious illnesses are entitled to equal pay and other forms of compensation (or changes in compensation) as well as equality in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leaves of absence will be available to all employees on an equal basis.

The district is committed to taking all actions necessary to ensure equal opportunities for persons with disabilities and serious illnesses in accordance with the Americans with Disabilities Act and other applicable federal, state, and local laws.

B. EMERGENCY CLOSINGS

The Superintendent will order school and office closings, delays in opening, or the early dismissal of any or all of the school's in order to protect the safety and welfare of students and staff.

Unless employees are notified that their work schedule is changed because of inclement weather or emergency conditions, it is expected that all employees will work according to the terms of their contracts. Twelve (12) month staff not reporting to work when there has been no cancellation must use personal leave, vacation, or unpaid leave. Emergency closings and delays will be announced on the following television stations.

KFOR (Channel 4)	KWTV (Channel 9)
KOCO (Channel 5)	KOKH (Channel 25)

C. POSITIONS

The district will hire support personnel as the needs dictate.

1. ASSIGNMENT AND TRANSFER

The district reserves the right to assign, reassign, or transfer all support employees. Every effort will be made to honor transfer requests from support personnel. A transfer request must be filed with the Current supervisor, potential supervisor and the Superintendent. All applications for another position which exists or which may exist must be filed in writing with the Superintendent. (Appendix G– Request for Transfer)

2. ASSIGNMENT AND TRANSFER – REGULATION

When an individual from outside the district is hired who has previous experience in a public school and/or from outside a public school, but in his/her area of expertise, the individual shall be allowed to bring up to five (5) years' experience with them for placement on the salary schedule, his/her previous experience allowance will be granted on the condition that the position for which the individual is being hired is of the same ability level as the position held in previous employment.

D. SUPERVISION

The Superintendent has the responsibility to supervise support employees not directly under the supervision of a building principal or supervisor. Principals will supervise all support personnel assigned to their buildings.

E. WORK SCHEDULES

The Board recognizes the need for establishing daily time schedules for all employees that provide for consistency throughout the district. The Board also recognizes the need for daily time schedules to allow for differences in responsibilities and requirements in the variety of positions held by district employees.

The Superintendent shall be authorized to establish daily time schedules for all classifications of employees that shall be subject to Board review. In setting such schedules, consideration must be given to evening and weekend responsibilities, wage and hour regulations, comparative schedules of employees in other school districts, and schedules established by other employees in the community that provides a generally accepted standard.

APPENDIX A

GRIEVANCE REPORT FORM

Date filed: _____

Name of Grievant: _____

Site: _____

Assignment: _____

A. Date cause of grievance occurred: _____

B. Article and/or section alleged to have been violated: _____

C. Statement of grievant's claim (statement of facts upon which grievance is based – use additional pages, if necessary):

D. Relief desired:

Signature

Date

APPENDIX B

REQUEST FOR EXTENDED LEAVE OF ABSENCE SUPPORT PERSONNEL

Name: _____

Position: _____

Assigned School: _____

Reason for Requested Leave: (attach any supporting documents)

I hereby request an extended leave of absence from the Little Axe Schools. I request that my leave commence on _____ and terminate on _____.

(Leave may not extend beyond June 30 of the school year in which such leave is granted. See paragraph 1.5 of the Little Axe School District's policy entitled Extended Leave of Absence Support Personnel.)

I UNDERSTAND THAT I MUST SUBMIT TO THE SUPERINTENDENT OF SCHOOLS A WRITTEN REQUEST TO RETURN AT LEAST 45 CALENDAR DAYS PRIOR TO MY LEAVE TERMINATION DATE OR I WILL BE DEEMED TO HAVE RESIGNED AS OF MY LEAVE COMMENCEMENT DATE.

I understand that, if I return to my employment with the Little Axe Schools at the expiration of my leave, I am not guaranteed the same position or assignment as when my leave commenced.

I understand that my request for an extended leave of absence, the leave itself and the return from the leave are governed by the Little Axe Schools policy entitled Extended Leave of Absence Support Personnel. I acknowledge that I have received a copy of such policy. I also understand that any construction or interpretation of such policy shall be made solely by the Board of Education and that such construction or interpretation is conclusive and binding on me.

Employee Signature

Date

APPENDIX C

AUTHORIZATION OF COMPENSATORY TIME/OVERTIME SUPPORT STAFF

*This form must be completed and signed by either the building principal or appropriate program director prior to the working of any additional hours that would result in overtime or compensatory time. All compensatory time and/or overtime must be taken care of within the pay period when the additional time is worked and at the same site worked. Compensatory time and/or overtime cannot accrue from one pay period to the next. A copy of the completed and signed authorized form should be forwarded to the payroll clerk; the authorizing administrator should keep the original.

.....

Name of Employee Authorized to Work Additional Hours

Date

Explanation:

Reason/need for compensatory time/overtime:

Number of additional hours to be worked: _____

Date additional hours will be worked:

Additional hours will be: taken as compensatory time paid as overtime

Signature of administrator authorizing additional work hours

Date

APPENDIX D
EXIT INTERVIEW

Name Date

Position Site

1. What was the most enjoyable aspect of your employment with Little Axe Schools?

2. What was the least enjoyable aspect of your employment with Little Axe Schools?

3. What suggestions do you have for communication within the District?

4. What suggestions do you have for improving the educational program of Little Axe Schools?

5. Do you have other comments that you feel would lead to better schools in the District?

6. Do you understand your rights to continued eligibility for health coverage?

7. What is your reason for leaving the District?

I hereby acknowledge that I have completed my assigned duties to the best of my knowledge and have returned all properties and keys belonging to the Little Axe School District.

Signature Date

Forwarding address: _____

APPENDIX E
EXIT CHECKLIST

The following items are to be discussed with the employee prior to their last day of employment with the district:

	Yes	No		Yes	No
Keys and other property Returned to the district	____	____	Insurance coverage/COBRA of change in coverage	____	____
Final pay discussed	____	____	Insurance cards returned	____	____
Unused sick leave	____	____	Retirement forms from Teacher Retirement completed	____	____
Vacation	____	____	Forwarding address for W-2: _____ _____	____	____

Employee's Signature

Date

Signature of person completing checklist

Date

Comments:

APPENDIX F

LETTER OF INTENT

Dear Staff Member:

Thank you for your services performed for the Little Axe Schools during the current school year.

In order to facilitate our staff needs, please complete the bottom portion of this letter and return it to the Clerk of the Board no later than April 15.

I, _____, plan to return to work for Little Axe Schools for the (next)
(printed name of employee)
school year.

I, _____, do not plan to return to work for Little Axe Schools the (next)
(printed name of employee)
School year.

Reason for not returning:

Signature of employee**

Date

**Signing of this document does not hold the employer or the employee to a binding agreement of employment. The purpose of this document is for budgetary purposes only and, depending upon funding for the coming school year, will determine any future employment.

APPENDIX G
EMPLOYEE REQUEST FOR
CONSIDERATION OF TRANSFER

Name of Employee:

Present Assignment and Site: _____

Requested Assignment and Site:

Reason(s) for Transfer

Request: _____

Qualifications for the position being
sought: _____

Signature of Employee

Date

A COPY OF THIS FORM SHOULD BE GIVEN TO YOUR SITE PRINCIPAL AND THE ORIGINAL SENT TO THE SUPERINTENDENT AT THE CENTRAL ADMINISTRATION OFFICE.

Approved Denied

Signature of Superintendent

Date

HANDBOOK ACKNOWLEDGEMENT FORM

I have received and read the employee handbook and agree to abide by the rules and regulations therein. I also agree to fulfill my assigned responsibilities to the best of my ability. I also confirm that I understand district policy and the rules and regulations stated in this handbook.

Signature

Date