

**REEMPLOYMENT, NON-REEMPLOYMENT, SUSPENSION,
DEMOTION OR TERMINATION OF SUPPORT PERSONNEL**

POLICY

DEFINITIONS

Certain terms used in this policy shall have the following meanings:

“Support Employee” in this policy shall mean a regular full-time employee of the District as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee and who has been employed for more than one (1) calendar year and 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 the purpose of this policy, the following District employment classifications (PER-7) are considered “Support Personnel”:

1. Support Employees
2. Noncertified Instructional Services Support Employees
3. Noncertified Supervisory Employees
4. Noncertified Administrators
5. Noncertified Instructional Personnel

“Probationary Support Employee” shall mean a regular full-time support employee who has been employed by the District for less than one (1) calendar year from the date of the employee's most recent employment date. Prior employment with the District followed by a break in service shall not be credited to current employment in calculating the one (1) calendar year requirement. For purposes of this policy, prior service as a non-regular or regular part-time employee that is contiguous with regular full-time employment shall be considered when determining the one (1) year requirement.

“Regular Part-Time Employee” shall mean a staff member who is not “full-time” and has been approved by the Board of Education to fill a part-time position created by the Board of Education. Part-time is defined as a work schedule of less than 40 hours in a normal work week.

“Non-regular Employee” shall mean a temporary support staff member who has been approved by the Board of Education to work on a temporary, seasonal, adjunct, or short-term basis in either a regular position or another position not created by the Board of Education.

“Reemployment” shall mean the District’s offer and the employee’s acceptance of a new contract for the next fiscal year after the expiration of the term of the employee’s present contract.

“Non-reemployment” shall mean the District’s decision not to offer an employee a contract for the next fiscal year after the expiration of the term of the employee’s present contract.

“Suspension” shall mean the temporary removal of an employee from the employee's work. A suspension may be the result of a disciplinary measure or pending investigation of an employee's alleged conduct to determine if cause exists for demotion or termination. A suspension may be with pay or without pay (but with other benefits), at the discretion of the suspending authority. If the suspension is without pay and a final decision is made under the procedures stated herein that the suspension was improper, the employee shall receive full pay and other benefits for the period of suspension. A suspension may be for a stated time period or may be indefinite.

“Demotion” shall mean a reduction in pay. "Demotion" shall include: (1) a reduction in pay with no change in job classification or position, or (2) a reduction in pay with a change in job classification or position. "Demotion" shall not mean a change in job classification, job description, duties or work assignment unless there is also a reduction in pay.

“Termination” shall mean the dismissal of the employee from the employee's contract with the District during the term of the contract. "Termination" does not include the District's action in failing to extend or renew the term of the employee's contract following the expiration of the contract term.

POLICY

Regular full-time support employees can be dismissed for cause, as specified herein and can be reemployed or non-reemployed as conditions warrant. This policy applies only to regular full-time support employees and does not apply to regular part-time or non-regular employees.

A support employee’s employment contract commences on the first date the support employee reports for work and terminates on June 30 of each year or, if earlier, the last day of the support employee’s assigned work schedule for the fiscal year (July 1/June 30), subject to the renewal provisions contained in the support employee’s employment contract.

No later than ten (10) days after the effective date of the education appropriation bill or June 1, whichever is later, or another earlier date as specified in the negotiated agreement with the Association, the District will give the regular full-time support employee a written electronic notice of the District’s intentions to renew his/her employment contract for the next fiscal year. If the District gives the employee the notice of intent to renew, the employee’s employment contract will be automatically renewed on the employee’s first reporting date of the fiscal year following the date of the written notice.

In order to give the regular full-time support employee the notice of intent to nonrenew, the District will notify the employee in writing that a recommendation will be made to the Board of Education that his/her employment contract not be renewed for the next fiscal year.

No regular full-time support employee who has been employed in the District more than one (1) year shall be suspended, demoted, non-renewed or terminated except for the causes set out by this policy. This policy shall not be construed to prevent layoffs for lack of funds or work. (See Board policy PER-6).

Nothing contained in this policy shall prevent the Board of Education from itself acting to initiate proceedings to suspend, demote or terminate a support employee in the absence of a recommendation from the Superintendent.

Whenever the Superintendent or his designee believes there is sufficient evidence to justify the immediate suspension of a regular full-time support employee and that the suspension would be in the best interest of the District, he/she may suspend the employee with pay and without notice or hearing. The Superintendent may suspend the employee without pay for disciplinary reasons. If it is reasonably possible to do so, the Superintendent or his/her designee shall meet with the employee prior to suspension and advise the employee of the suspension. If an employee is suspended for a period exceeding ten (10) calendar days, the Superintendent shall initiate proceedings for demotion or termination and shall follow the procedures set forth in this policy. However, in a case involving a criminal charge or indictment, the suspension may be continued in force until the employee's case is adjudicated at trial.

Nothing herein shall prevent proceeding against the employee during or after the suspension for demotion or termination as provided in this policy.

Prior to any demotion or termination and during the meeting to advise the regular fulltime support employee of the suspension, the employee shall receive notice of the right to a hearing, which if timely requested, will be conducted by the District's Board of Education. Notice shall also be made by Certified Mail-Restricted Delivery-Return Receipt Requested, with the postmark used to determine the timeliness of the notice. Failure of the employee to request a hearing within ten (10) working days of the postmark on the envelope shall be considered a waiver of the employee's right to a hearing.

If the employee selects a hearing before the District's Board of Education, the hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting, of the District's Board of Education if the request for the hearing is received by the Clerk of the Board at least ten (10) calendar days prior to the aforesaid meeting. Provided, however, at the request of the employee or at the discretion of the District's Board of Education, the Board shall call a special meeting to conduct the requested hearing which shall be held no sooner than ten (10) calendar days nor later than thirty (30) calendar days after receipt of employee's request.

The decision of the District's Board of Education at the hearing shall be final. In order to comply with the School Laws of Oklahoma and the Oklahoma Statutes, the District's Board of Education hereby adopts the following causes for non-reemployment, suspension, demotion, or termination of regular full-time support personnel:

1. Any sex offense subject to the Sex Offender's Registration Act in the State of Oklahoma or subject to another state's or the federal sex offender registration provisions; or
2. Conviction of a felony unless a presidential or gubernatorial pardon has been issued;
3. Engaging in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of duties for the District. As used in this policy: a) "Criminal sexual activity" means the commission of an act as defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and b) "Sexual misconduct" means the soliciting or imposing of criminal sexual activity;
4. Excessive unexcused absenteeism including being absent from work area without permission;
5. Excessive tardiness or leaving early without permission;
6. Falsification of personnel, student or other official District records;
7. Bringing on District property any item intended to be used as a weapon;
8. Willful abuse, misuse, defacing, or destruction of District property, including tools, equipment, or other property of other employees;
9. Theft or misappropriation of property of employees, students, clients or District;
10. Unauthorized use of District supplies, tools, equipment and facilities;
11. Threatening, intimidating or coercing any employee, student or client;
12. Making or publishing false, vicious, or malicious statements concerning any employee or the District which are disruptive of or destructive to the operation of the District;
13. On-duty or on-site possession or consumption of, or reporting to work under the influence of alcohol, non-prescribed drugs or controlled substances;
14. Disregard of known safety rules or common safety practices;
15. Gambling, lottery or any other game of chance on District property;

16. Failure to satisfactorily perform assigned duties after warning or evaluation;
17. Engaging in immoral conduct or indecency on or off District property or using abusive and/or foul language on District property;
18. Engaging in sexual or racial harassment of any employee, student or client;
19. Refusal of job transfer within the District, if the transfer does not result in a demotion;
20. Insubordination;
21. Violation of written District policies and procedures; or
22. An act, behavior or event initiated by or due to the fault of the employee that is clearly not in the best interest of the District.

The above causes shall be sufficient grounds for the non-reemployment, suspension, demotion, or termination of any support employee.

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PROCEDURES

Section 1.0 Notification Concerning Employment of Support Employees

- 1.1 No later than ten (10) days after the effective date of the education appropriation bill or June 1, whichever is later, or another earlier date as specified in the negotiated agreement with the Association, the District shall include on an appropriate Board of Education meeting agenda an item to approve or disapprove giving reasonable assurance of employment in writing to regular fulltime support employees that the District intends to employ for the subsequent fiscal year.
- 1.2 The District shall then provide to each employee, approved to receive such assurance, a written statement notifying the employee that the District intends to employ the employee for his/her normal work period during the next fiscal year. The published Board agenda listing each individual employee's name shall suffice as written assurance.

Section 2.0 Initiating Proceedings for Non-reemployment

- 2.1 The Superintendent or his/her designee shall determine what regular full-time support employees will not be recommended for reemployment based on a valid reason(s) consistent with what is in the best interest of the District.
- 2.2 When it is reasonably possible to do so, the Superintendent or his/her designee shall meet with the regular full-time support employee and shall verbally advise him/her of the reason(s) for the non-reemployment recommendation. The employee will be given the option of having an Association officer as a witness during this meeting. The employee will also be given an opportunity to discuss the reason(s) for the decision. If the Superintendent or his/her designee determines that the decision to non-reemploy the employee is proper, the employee shall be so notified in writing. This letter shall also include notice of the support employee's right to a hearing on the non-reemployment before the District's Board of Education if the employee requests the hearing in writing within ten (10) days of postmark date of the notice.
- 2.3 If the employee fails to mail or deliver a written request for a hearing to the Clerk of the Board of Education in such a manner that it is received within the 10-day period, he/she will be deemed to have waived all of his/her hearing rights and the Board shall then consider non-renewal of the employee's employment contract.
- 2.4 The procedures for conducting a hearing for non-reemployment are in Section 5.

Section 3.0 Suspension of Support Employee

- 3.1 Where it is reasonably possible to do so, prior to suspending a regular full-time support employee, the Superintendent or his/her designee shall meet with the employee and shall verbally advise him/her of the cause or causes for the proposed suspension, the underlying facts supporting the proposed suspension, the length of the proposed suspension, whether the proposed suspension will be with or without pay, and the employee's right to a hearing. The employee will be given the option of having an employee organization officer as a witness during this meeting. The employee will also be given an opportunity to present facts in his/her favor. If the Superintendent or his/her designee determines that the proposed suspension is proper, the employee shall be suspended.
- 3.2 The suspension shall be confirmed in writing, stating the cause(s), underlying facts, length of suspension, and whether with or without pay, within forty-eight (48) hours, by Certified Mail-Restricted Delivery-Return Receipt Requested.

- 3.3 The Superintendent or his/her designee shall initiate proceedings for termination or demotion if the suspension is to exceed ten (10) calendar days.
- 3.4 After any suspension, the employee shall have the right to a hearing if he/she so requests. The request for a hearing must be received by the Board within ten (10) days of the postmark of the notice provided to the employee. If the employee fails to provide the request within the 10-day period, he/she will be considered to have waived his/her right to a hearing.
- 3.5 Nothing in this section shall preclude a supervisor from immediately removing from the workplace an employee whose continued presence at work is deemed to constitute a threat to the safety or welfare of students or other employees or otherwise provide a disruption to the operation of the District. In such case, the Superintendent shall be notified of said removal as soon as possible so that a determination of the need for suspension can be made promptly.

Section 4.0 Initiating Proceedings for Termination or Demotion

- 4.1 If it is feasible, the Superintendent or his/her designee will meet with the regular full-time support employee prior to submitting a recommendation for termination (or demotion) and orally advise the employee of the proposed recommendation, the cause(s) as defined in the Policy and the underlying facts. The employee will be given the option of having an Association officer as a witness during this meeting. The employee will also be given the opportunity to present facts in his/her favor.
- 4.2 If the Superintendent or his/her designee determines that the regular full-time support employee should be terminated (or demoted), the Superintendent or his/her designee shall send a notification letter to the employee, by Certified Mail-Restricted Delivery-Return Receipt Requested. The letter will state that the Superintendent is recommending to the District's Board of Education that the employee be dismissed (terminated) or demoted. The notification shall specify the cause(s) from the Policy Statement for the proposed action and the underlying facts.
- 4.3 This letter shall also include a) notice of the employee's right to a hearing on the action before the District's Board of Education, and if suspended, b) a statement advising the employee that he/she is suspended with (without) pay.
- 4.4 If the employee fails to mail or deliver a written request for a hearing to the Clerk of the Board of Education within ten (10) working days of the postmark on the envelope of the Superintendent's letter in 4.3 above he/she will be deemed to have waived all of his/her hearing rights. The Board will take such action at the next Board of Education meeting as it deems appropriate on the Superintendent's recommendation without a hearing.

- 4.5 If the employee mails or delivers the written request to the Clerk of the Board of Education within the time stated in 4.4 above, the hearing will be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if his/her request is received at least ten (10) calendar days prior to the meeting. Provided, however, at the request of the employee or at the discretion of the Board of Education the Board shall call a special meeting to conduct the hearing which shall be held no sooner than ten (10) calendar days nor later than thirty (30) calendar days after receipt of the employee's request.

Section 5.0 Hearing for Employee Suspension, Demotion, Termination, or Non-reemployment

- 5.1 If the regular full-time support employee requests a hearing within ten (10) days of postmark of the District's notice of the employment action, he/she shall be notified in writing by Certified Mail-Restricted Delivery-Return Receipt Requested, of the date, time and place of the hearing before the District's Board of Education. The hearing shall be conducted not earlier than ten (10) days after the mailing of the hearing notice to the support employee.
- 5.2 The notice shall inform the employee that at the hearing, the employee will have the right to exercise all of the due process hearing rights guaranteed by the United States and Oklahoma Constitutions, including the right to be present in person at the hearing, the right to be represented at the hearing by a lawyer or other person of the employee's choice, the right to present any evidence on behalf of the support employee and the right to question witnesses presenting evidence on behalf of the administration. The notice of the hearing shall inform the employee of the names of persons who will present evidence on behalf of the administration, the substance of their anticipated testimony, the cause(s) for the employment termination and a statement of the facts supporting the cause(s).
- 5.3 The hearing shall be conducted by the Board of Education in open session during an official meeting.
- 5.4 The parties to the hearing shall be the employee and the Superintendent or his/her designee and they shall be afforded the following rights at the hearing:
- A. The right to be present in person and to testify;
 - B. The right to be represented by representative of choice;
 - C. The right to present witnesses and evidence in his/her behalf;
 - D. The right to question any witnesses; and
 - E. The right to have an impartial decision based upon the evidence presented.

- 5.5 The following shall be the order of procedures at the hearing:
- A. Opening statement by Superintendent or his/her designee;
 - B. Opening statement by employee or his/her representative;
 - C. Presentation of Superintendent's (designee's) evidence, followed by cross-examination of witnesses by employee or his/her representative;
 - D. Questions by Board members;
 - E. Presentation of employee's evidence followed by cross-examination of witnesses by Superintendent or his/her designee;
 - F. Presentation of rebuttal evidence as necessary;
 - G. Closing argument by Superintendent or his/her designee;
 - H. Closing argument by employee or his/her representative;
 - I. Deliberation by Board of Education in open or executive session; and
 - J. Individual voice vote in open session by Board of Education to accept or reject the Superintendent's (designee's) recommendation and approval of findings of fact upon which the decision is based.
- 5.6 The decision of the Board of Education at the hearing shall be final.
- 5.7 The employee shall be notified by Certified Mail-Restricted Delivery-Return Receipt Requested of the Board of Education's decision. If the Board approves or disapproves a recommendation to demote the employee or disapproves a recommendation to terminate the employee, he/she shall be advised as to the date, time and place to report to work. If the Board approves a recommendation to terminate the employee, he/she shall be so advised and the date of the termination shall be the date of the hearing.

Section 6.0 Miscellaneous

All notices required herein shall be sent to the employee at his/her address shown in the District's Human Resources office. It shall be the responsibility of an employee to notify the District's Human Resources office in writing of any change of address. Nothing in this policy pertains to anyone other than Regular Full-Time Support personnel. Furthermore, this policy expressly excludes Regular Part-Time employees from the application of any and all provisions of this policy and procedures.