

**SECTION 500**  
**NON-CERTIFIED PERSONNEL**

**DEFINITIONS**

**500.01  
(1 OF 1 PAGES)**

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

"Full-time Support Employee" shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employee and who is employed by the School District for a minimum of 175 days per year.

## FAIR LABOR STANDARDS ACT COMPLIANCE

500.02  
(1 OF 1 PAGES)

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This school district complies with the Fair Labor Standards Act, 29 CFR Section 541, its regulations and relevant court decisions. Employees are informed of the Act through proper posting of information as disseminated by the United States Department of Labor. This school district will cooperate with all state and federal agencies to maintain compliance.

No support employee shall be allowed to work overtime without prior approval from the appropriate supervisor. Violation may result in disciplinary action being taken against the employee.

Support employees approved to work overtime may elect by written agreement to take compensation time off instead of receiving overtime pay.

In the event the employee elects to be granted "comp" time in lieu of cash payment for time worked in excess of 40 hours per work week, such comp time will be granted at the rate of one and one-half hours for each hour the employee works in excess of forty per work week. Any leave or other benefits will continue to accrue while the employee is off work using comp time.

Comp time may be accrued to a maximum of 240 hours in one fiscal year (which is 160 hours of overtime). Prior to termination or transfer, all comp time must be used or paid as overtime. All compensation time must be taken in the fiscal year for which the overtime was earned. A supervisor may direct an employee to use accrued comp time.

**SICK LEAVE**

**500.03  
(1 OF 1 PAGES)**

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All district support personnel will be credited with sick leave at the close of each work month at a rate of one day per month of employment per year cumulative to a maximum of sixty (60) days. The hourly length of the sick leave day shall be equal to the work day of the employee.

Support personnel (teacher's assistants, custodians, secretaries) who must miss work on a scheduled work day should contact the building principal; bus drivers should contact director of transportation; and cooks should contact the head cook.

**PERSONAL BUSINESS LEAVE**

**500.04**  
**(1 OF 1 PAGES)**

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Support personnel employed by the district will be granted two (2) days of non-cumulative personal business leave with pay per school year. The supervisor must be notified in advance. Personal leave will not be approved immediately before or after a holiday or break unless prior approval is granted.

## VACATIONS AND HOLIDAYS

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(1 OF 1 PAGES)

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All employees on twelve month contracts will be granted two weeks vacation time each year. Vacation time cannot be accumulated or carried over from one school year to the next. Employees' requests for vacation time must be approved by the superintendent. Those twelve month employees who were not employed for a full year will have their vacation time pro-rated.

Holidays Full-time support employees are entitled to time off with pay for holidays that are observed by the school district as specified by contract. Designated Oklahoma Holidays are:

- New Year's Day
- Memorial Day (last Monday in May)
- Fourth of July
- Labor Day (1st Monday in Sept)
- Thanksgiving
- Christmas

At its discretion, the board may add others.

**JURY DUTY**

**500.06**  
**(1 OF 1 PAGES)**

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All support personnel will be granted leave with full pay for jury service. Daily pay received as a juror must be paid to the school district, or an equal amount will be deducted from the employee's salary. The employee is not required to remit to the district any expense reimbursement.

## EVALUATIONS

500.07  
(1 OF 1 PAGES)

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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 with improving job performance, the administration may conduct regular or periodic evaluations of support personnel.

A copy of any written evaluation will be given to the support employee. One copy will be retained in the principal/supervisor's file. The original evaluation will be submitted to the superintendent for filing in the support employee's personnel records.

The evaluation of a support employee or a plan for improvement for an employee is not a condition precedent to adverse employment action against a support employee and whether or not to place an employee on a plan for improvement prior to any adverse employment decision rests solely with the administration. A plan for improvement may be given to an employee as part of the evaluation process or separately as determined by the principal/supervisor.



The board of education hereby adopts the following procedure for the suspension, demotion, or termination of support employees:

**Definitions**

"Suspension without pay" shall mean the temporary denial of a support employee's right to work and receive any pay and other benefits during the term of the suspension. "Suspension without pay" may be as a disciplinary measure as provided below or as a suspension pending investigation as provided below. If a final decision is made under the procedures stated below that a suspension without pay was improper, the support employee shall receive full pay and other benefits for the period of suspension. Title 70(24-132) (24-136).

"Suspension with pay" may occur in those situations in which the superintendent or his designee, or a supervisor of the support employee perceives a significant hazard in keeping the support employee on the job, in which event the support employee may be asked to immediately leave the School District's premises and the support employee is temporarily relieved of his duties pending a hearing under paragraph 4, below.

"Demotion" shall mean a reduction in pay during the term of the support employee's contract. "Demotion" shall not mean a change in job description or work assignment or duties.

"Termination" shall mean the discharge of the support employee from his/her employment with the School District during the term of his/her contract and does not include the cessation of employment upon expiration of the support employee's contract.

**Suspension, Demotion or Termination of Full-Time Support Employees**

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

**Causes for Suspension, Demotion, Termination or Nonreemployment**

A support employee may be suspended, demoted, terminated or nonreemployed during the term of his/her contract for any of the following:

1. Violation of any rule, regulation or requirement issued by the Office of the Superintendent or Board of Education of the School District.
2. Falsification of personnel or other records.

3. Unexcused failure to be at workstation at starting time.
4. Leaving workstation without authorization prior to lunch periods, or end of work day.
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.
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 or directives from a superior.
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. The making or publishing of false, vicious, or malicious statements concerning any employee or supervisor.
21. Creating a disturbance on school premises.
22. Creating or contributing to unsanitary conditions.
23. Practical jokes injurious to other employees or school district property.
24. Possession, consumption, or reporting to work under the influence of alcoholic beverages of any kind, non-prescribed drugs, prescribed drugs which have potential side effects which may affect workplace safety, the use of which has not been cleared by the employee's supervisor, or controlled dangerous substances.
25. Disregard of known safety rules or common safety practices.
26. Unsafe operation of motor driven vehicles.
27. Operating machines or equipment without using the safety devices provided.
28. Gambling, lottery, or any other game of chance on school district property.
29. Unauthorized distribution of literature, written or printed matter of any description on school district property.
30. 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.
31. Poor workmanship.
32. Immoral conduct or indecency including abusive and/or foul language and/or gestures.
33. Excessive personal calls during working hours, except for emergencies. This includes incoming and out-going calls, whether made using district telephones or cellular telephones.
34. Walking off job.

35. Clocking in or out another employee's time card or time sheet.
36. Any working of overtime without prior authorization from employee's supervisor.
37. Smoking in an unauthorized area or at any unauthorized time.
38. Refusal of job transfer, if the transfer does not result in a demotion.
39. Abuse of "break" (rest periods) or meal period policies.
40. Sexual harassment of an employee, patron and/or student.
41. Insubordination of any kind.
42. When it is in the best interest of the school district, any support personnel may be suspended, demoted, terminated or nonreemployed.

The rules, regulations and requirements referred to above shall be posted in a prominent place at each work location or otherwise communicated to all support employees.

**Procedures for Suspensions Without Pay, Terminations and Demotions**

Notice – After any suspension or prior to any demotion, termination or nonreemployment, a support employee shall receive notice of the right to a hearing. The hearing shall be conducted by the local board of education. All notices shall be by certified mail, 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 such notice shall be considered a waiver of the employee's right to a hearing.

If any employee is to be suspended for a period to exceed ten (10) days, the superintendent of the district shall initiate proceedings for termination following the procedures set forth in this policy. However, in a case involving a criminal charge or indictment, the suspension may be delayed until the employee's case is adjudicated at the trial. Nothing in this policy shall prevent the school board from proceeding against the employee during or after the suspension for termination as provided in this policy. Source: 70 O.S. § 6-101.46

Hearing – If the employee selects a hearing before the board of education, the hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting if the request for the hearing was received by the local board of education at least ten (10) days prior to the next, or next succeeding, regularly scheduled meeting. Provided, however, at the request of the employee or at the discretion of the local board of education, the local board shall call a special meeting to conduct the requested hearing, which shall be held no sooner than ten (10) days nor later than thirty (30) days after receipt of the employee's request. The decision of the local board of education at the hearing shall be final.

Source: 70 O.S. § 6-101.47

TEACHER ASSISTANTS PARAPROFESSIONALS

It is the policy of the Cimarron Board of Education that paraprofessionals teacher assistants are support employees entitled to due process prior to nonrenewal or termination of employment. Applicants must possess the required level of requisite skills as prescribed in the appropriate State Department of Education regulation except that a paraprofessional teacher's assistant or a volunteer will be used for each class of kindergarten through second grade which has more than 20 students and in which twenty percent of the students are eligible to participate in the National Child Nutrition Act.

Teacher assistants are paraprofessionals within the school district. All paraprofessionals must have earned a high school diploma or its equivalent. Individuals hired to be paraprofessionals must meet requirements established by state and federal laws to be authorize to serve as paraprofessionals in Title I schools and in special education settings. Paraprofessionals hired after January 7, 2002, to work with identified Title I students must have completed at least two years of study at an institution of higher education; obtained at least an associate's degree; or met a rigorous standard of quality and can demonstrate through a formal state or local academic assessment the knowledge of and ability to assist in the instruction of reading, writing, or mathematics or the instruction of readiness of these subjects. Paraprofessionals working with identified Title I students who were hired before January 8, 2002, have until the end of the 2005-2006 school year to meet these standards. The district will not hire Title I- paraprofessionals who do not meet these standards. If the district ~~is/becomes~~ a school wide Title I school district, all paraprofessionals in the district must meet these standards.

Exception to these requirements may be made with regard to paraprofessionals who act as translators or who coordinate parent involvement activities.

Individuals seeking a paraprofessional credential from the State Department of Education shall submit an application and all required supporting documentation to the State Department of Education Office of Certification.

1. Tier 1. In order to qualify for a Tier 1 Oklahoma paraprofessional credential which is required for general education paraprofessionals in Title 1 schools and avialbe to general education paraprofessionals in other settings, an applicant must meet the following eligibility criteria:
  - A. Has a high school diploma or a General Educational Educational Development (GED) Diploma or other certificate of high school equivalency recognized by the State of Oklahoma.
  - B. Has on file with the State Board of Education a current Oklahoma criminal history record from the Oklahoma State Bureau of Investigation (OSBI).
  - C. Meets at least one of the following criteria:
    - a. Has completed at least two (2) years of study at an institution of higher education, defined as completion of at least forty-eight (48) credit hours of college coursework; or
    - b. Has obtained an associate's degree or higher; or
    - c. Has either passed the Oklahoma General Education Test (OGET), obtained a National Career Readiness Certificate through successful completion of the ACT WorkKeys assessment, or passed the ParaPro Assessment offered through the Educational Testing Service.
2. Tier 2. In order to qualify for a Tier 2 Oklahoma paraprofessional credential issued by the State Department of Education, which is valid for special education paraprofessionals, an applicant shall meet the criteria for a Tier 1 paraprofessional credential and all of the following qualifications:
  - A. Has completed the Oklahoma Special Education Paraprofessional Training available at Career Technology centers, equivalent training provided by the State Department of

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Page 1 of 3

Education through an in-person or online program, or other state-approved training provided by a school district.

- B. Has completed training in cardiovascular pulmonary resuscitation (CPR) and First Aid.

**PARAPROFESSIONALS TEACHER ASSISTANTS (Cont.)**

- C. Has completed training in Universal Precautions/Bloodborne Pathogens.

In the event the district requires a special education paraprofessional in order to provide necessary services to one or more students with disabilities, but is unable to secure the services of an individual who holds a Tier 2 paraprofessional credential at the time the services must be delivered, the district may employ an individual on a provisional basis if the district determines the individual is able to provide the appropriate paraprofessional services. An individual who is employed as a paraprofessional to provide special education services on a provisional basis must meet the criteria for a Tier 1 credential, and obtain all training required to qualify for a Tier 2 credential within one hundred twenty (120) calendar days of providing special education paraprofessional services in order to continue to provide special education paraprofessional services, provided a criminal history record check is obtained within sixty (60) calendar days of initial employment. If it is necessary for a school district to provisionally employ a paraprofessional to provide special education services, the district shall report the provisional placement of the paraprofessional and the paraprofessional's starting date of employment to the State Department of Education Office of Special Education.

The superintendent and/or staff development committee shall develop an appropriate in-service training program for paraprofessionals-teacher assistants.

Paraprofessionals-Teacher assistants are employed so that the professional teachers may direct their energies to the students' education. The basic objectives for the use of teacher assistants are:

1. To make it possible for teachers to use more variety in structuring classroom activities which will result in more meaningful education for students.
2. To enable the teacher to do more creative teaching, and to use a greater variety of instructional media.
3. To enable the teacher to develop effective programs focusing upon the individual needs of each student.
4. To provide increased time for individualizing instruction, evaluating learning situations, student counseling and guidance for other instructional activities that will improve educational opportunities for students.
5. To relieve teachers of the numerous semi- and non-professional tasks which have become cumulative and which have come to consume a disproportionate amount of the teacher's time and energies.

The principal and supervising teacher are jointly responsible for making final decisions related to the duties and responsibilities to be assigned to a paraprofessional an assistant. Paraprofessionals Assistant are not to discipline children. Classroom discipline shall be left to the certified teacher or building principal.

Paraprofessionals ~~Teacher assistants~~ will only be used to perform, or assist a classroom teacher to perform, the following duties:

- \* Hallroom duty
- \* Bus duty
- \* Playground duty

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PARAPROFESSIONALS TEACHER ASSISTANTS (Cont.)

- \* Lunchroom duty
- \* Extracurricular activities involving school functions
- \* Other noninstructional duties as the superintendent may prescribe

The duties of ~~paraprofessional~~teacher assistants may be further restricted or regulated by program requirements of the funding plan under which they are employed:

1. Title I funds provide paraprofessionals ~~assistants~~ for the Remedial Reading Program.
2. Title VI funds provide paraprofessionals ~~assistants~~ for Indian students.
3. Early Childhood Intervention (ECI) funds provide paraprofessionals ~~assistants~~ for mainstreamed students with certain specific handicaps that require frequent or constant attention.

REFERENCE: 70 O.S. §6-127, §18-113.1, et seq.  
P. L. 107-110, ESSA

*THIS POLICY REQUIRED BY  
FEDERAL LAW.*

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Page 4 of 3

## EMERGENCY LEAVE (REGULATIONS)

For the 2019-2020 school year only. ~~The~~ board of education shall provide not more than ~~two~~ ten days each year for emergency leave. These days shall not be chargeable to sick leave and will be noncumulative. 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 will be granted at the discretion of the ~~principal~~ superintendent or designee. ~~The school district will pay the substitute's salary.~~

The board of education may grant leave with pay not to exceed fifteen (15) working days to an employee who is affected by a presidentially declared national disaster in Oklahoma after May 1, 1999, if:

1. The employee suffered a physical injury as a result of the disaster;
2. A relative or household member of the employee suffered a physical injury or died as a result of the disaster; or
3. The domicile of the employee or the domicile of a relative of the employee was damaged or destroyed as a result of the disaster.

REFERENCE: 70 O.S. §6-104  
70 O.S. §6-104.7