



Churchill County School District

Board Policy Committee Meeting

Monday, January 14, 2019 8:00 AM

Agenda of Board Policy Committee Meeting

Churchill County Board of School Trustees

A Board Policy Committee Meeting of the Churchill County Board of School Trustees will be held January 14, 2019, beginning at 8:00 AM in the **Churchill County School District Administration Office, Old High School, 690 South Maine Street, Fallon, Nevada 89406.**

Notes:

1. These meetings are subject to the provisions of Nevada Open meeting Law (NRS Chapter 241). Except as otherwise provided for by law, these meetings are open and public.
2. Action may be taken on all agenda items, unless otherwise noted.
3. The agenda is a tentative schedule. The Churchill County Board of School Trustees may act upon agenda items in a different order than is stated in this notice –so as to effect the people’s business in the most efficient manner possible.
4. Public comment will be allowed prior to the vote on all action items. Public comment will also be allowed for matters not listed on the agenda, usually at the beginning and end of the meeting, although it may be returned to at any time during the meeting. No action will be taken on any item until it is properly agendaized. In the interest of time, the Churchill County Board of School Trustees reserves the right to impose uniform time limits on each person providing public comment.
5. Any statement made by a member of the Churchill County Board of School Trustees during the public meeting is absolutely privileged and does not impose liability for defamation or constitute a ground for recovery in a civil action.
6. The Churchill County Board of School Trustees may combine two or more agenda items for consideration.
7. The Churchill County Board of School Trustees may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
8. The Board may discuss all items on the agenda, including those that are described on the agenda as "report," "presentation," or "update."

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. VERIFICATION OF POSTING OF AGENDA

4. PUBLIC COMMENT

Public comments will be heard on matters not listed on the agenda.

5. APPROVAL OF MINUTES

A. Approval of December 5, 2018, Policy Committee Minutes

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6. NEW BUSINESS

- A. For Discussion and Possible Action: Policy 2120.0 - Superintendent of Schools - Responsibilities 8
 - B. For Discussion and Possible Action: Policy 4140.0 - District Wide Employee Banned and Illicit Substance Testing for a Drug Free Workplace 19
 - 1. For Review Only: Regulation 4140.0 - Drug and Alcohol Testing Program for a Drug Free Workplace 21
 - C. For Discussion and Possible Action: Policy 4140.1 - Alcohol and Drug Testing Policy of Authorized School Vehicle Drivers 60
 - D. For Review Only: Regulation 4145.0 - Group Health Insurance - Recommend Deletion 61
 - E. For Discussion and Possible Action: Policy 4146.0 - Family and Medical Leave Act 62
 - 1. For Review Only: Regulation 4146.0 - Family and Medical Leave Act 63
 - F. For Discussion and Possible Action: Policy 4142.0 - Code of Civility and Ethical Standards 79
7. Discussion regarding policies to be reviewed at the next Policy Committee meeting.
 8. Discussion regarding the next Policy Committee meeting date.
 9. PUBLIC COMMENT
Public comments will be heard on matters not listed on the agenda.
 10. ADJOURNMENT

LITIGATION CONFERENCE WITH LEGAL COUNSEL

The Board will meet in Litigation Conference to receive information from Legal Counsel regarding potential or existing litigation.

To request supporting materials for the meeting, members of the public can contact Debra Shyne (Executive Assistant to the Superintendent/Board of Trustees) at the District's Administration Office, 690 South Maine Street, Fallon, Nevada (775-423-5184).

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to contact Debra Shyne, Executive Assistant to the Superintendent/Board of Trustees, by calling 775-423-5184 prior to the meeting date.

State of Nevada)
:
County of Churchill)

*I, **Debra Shyne**, Executive Assistant to the Superintendent, do hereby affirm that I posted or caused to be posted, a copy of this notice of public meeting, on or before the 9th Day of January, 2019, at the following locations in Churchill County, Nevada.*

City Hall;
Churchill County Law Enforcement Facility;
Churchill County Administration Offices;
Churchill County School District Administration Office;
Fallon Paiute-Shoshone Tribe Administration Office;
Churchill County School District website: www.churchillcsd.com;
State of Nevada website: <https://notice.nv.gov/>

*Debra Shyne, Executive Assistant
to the Superintendent/Board of Trustees*

Subscribed and Sworn to before me this 9th Day of January, 2019

Notary Public

CHURCHILL COUNTY BOARD OF SCHOOL TRUSTEES

Fallon, Nevada

POLICY COMMITTEE MEETING

December 5, 2018

1. CALL TO ORDER

Trustee Whitaker called to order the Policy Committee Meeting of the Churchill County Board of School Trustees at 9:04 a.m. at the Churchill County School District Administration Office, 690 South Maine Street, Fallon, Nevada.

Board Attendees:

*Carmen Schank, Trustee
Kathryn Whitaker, Trustee
Phil Pinder, Trustee*

Staff Attendees:

*Summer Stephens, Superintendent
Kevin Lords, Director of Human Resources
Debra Shyne, Executive Assistant*

2. PLEDGE OF ALLEGIANCE

Trustee Pinder led the pledge of allegiance.

3. VERIFICATION OF POSTING OF AGENDA

Trustee Whitaker confirmed the posting of the agenda, pursuant to NRS.

4. PUBLIC COMMENT

There were no public comments.

5. APPROVAL OF MINUTES

A. Approval of October 29, 2018, Policy Committee Minutes

Trustee Schank moved to approve the October 29, 2018 minutes as stated, seconded by Trustee Pinder. The motion passed unanimously.

6. OLD BUSINESS

A. For Discussion and Possible Action: New Policy – Staff Use of Social Media

Trustee Schank moved to accept the policy with amended change, seconded by Trustee Pinder. The motion passed unanimously.

1. For Review Only: New Regulation – Staff Use of Social Media

This regulation will go with the policy to the Board.

B. For Discussion and Possible Action: Policy 4116.3 – Board Protocol for Hiring of Personnel

Trustee Schank moved to approve Policy 4116.3, seconded by Trustee Pinder. The motion passed unanimously.

1. For Review Only: Regulation 4116.3 – Board Protocol for Hiring of Personnel

This regulation will go with the policy to the Board.

C. For Discussion and Possible Action: Deletion of Policy 4137.2 – Sectarian or Denominational Belief Instruction in Schools (this information added to Policy 4142.0 below)

Trustee Schank moved to delete Policy 4137.2, seconded by Trustee Pinder. The motion passed unanimously.

7. NEW BUSINESS

A. For Discussion and Possible Action: Policy 4119.0 - Resignations

Trustee Schank moved to accept Policy 4119.0 as amended, seconded by Trustee Pinder. The motion passed unanimously.

B. For Discussion and Possible Action: Policy 4120.0 – Teacher Transfer

Trustee Pinder moved to accept Policy 4120.0 as written, seconded by Trustee Schank. The motion passed unanimously.

1. For Review Only: Regulation 4120.0 – Teacher Transfer

This regulation will go with the policy to the Board.

C. For Review Only: Regulation 4125.0 – Teacher Combination - Husband/Wife

This regulation will go to the full Board with a recommendation to delete.

D. For Discussion and Possible Action: Policy 4140.0 – District Wide Employee Banned and Illicit Substance Testing for a Drug Free Workplace

Trustee Schank moved to table this policy for Kevin Lords to work with PoolPact and return the policy, seconded by Trustee Pinder. The motion passed unanimously.

1. For Review Only: Regulation 4140.0 – Drug and Alcohol Testing Program for a Drug Free Workplace

E. For Discussion and Possible Action: Policy 4140.1 – Alcohol and Drug Testing Policy of Authorized School Vehicle Drivers

Trustee Schank moved to table this policy for Kevin Lords to rework to ensure it matches Policy 4140.0 and to reword the title more appropriately, seconded by Trustee Pinder. The motion passed unanimously.

F. For Discussion and Possible Action: Policy 4142.0 – Code of Civility and Ethical Standards

Trustee Pinder moved to accept Policy 4142.0 with amended changes, seconded by Trustee Schank. The motion passed unanimously.

8. Discussion regarding policies to be reviewed at the next Policy Committee Meeting.

Policy 2120.0 will return to the committee regarding the second in command protocol adding notification to the Board and appropriate staff members.

9. Discussion regarding the next Policy Committee meeting date.

The next committee meeting is scheduled for January 14 at 8:00 a.m.

10. PUBLIC COMMENT

There were no public comments.

11. ADJOURNMENT

The committee meeting adjourned at approximately 10:49 a.m.

Minutes prepared by Debra Shyne

BOARD OF TRUSTEES
CHURCHILL COUNTY SCHOOL DISTRICT

SUPERINTENDENT OF SCHOOLS
RESPONSIBILITIES

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A. APPOINTMENT

Subject to the provisions of Nevada Revised Statutes of the State of Nevada School Code, Section 391.110, the Board of Trustees shall appoint a Superintendent of the Churchill County School District, define his/her powers and duties, and fix his/her salary and term of office.

B. POWERS AND DUTIES

The Superintendent, as Executive Officer of the Board, shall have the following specific powers and duties, will be evaluated on these responsibilities, and shall be directly responsible to the Board for their execution.

The Superintendent is responsible to appoint a lead administrator when he/she is absent from the District. The lead administrator would carry out the duties and responsibilities of the Superintendent during his/her absence. When the Superintendent is absent for a significant period of time, he/she will notify the Board and other administrators.

C. GLOBAL MISSION/ EXECUTIVE RESTRAINT AND LIMITATIONS

The Superintendent shall develop and steward educational vision, and work to see that all students have the knowledge, skills, attitudes, character development, and values necessary to achieve academically, prosper economically, and participate productively as citizens in our democratic system of government.

The Superintendent will not cause or allow any practice, activity, decision, or organizational circumstance which is either unlawful, imprudent, or in violation of commonly accepted business and professional ethics and practices as indicated in Nevada Revised Statutes and District policies.

The Superintendent will show respect and model professionalism in all District affairs.

1. BUDGET/ FISCAL RESPONSIBILITIES

The Superintendent shall:

- a. Supervise the preparation of the Tentative/Final/Amended Budgets annually for Board approval and administer the approved budget during the year.
- b. Ensure that financial planning for any fiscal year or the remaining part of any fiscal year will not deviate materially from the Board’s end priorities, risk fiscal jeopardy, or fail to be derived from a multi-year plan.

Superintendent of Schools - Responsibilities

- 33 c. Include tentative projection of revenues and expenses, separation of capital and
34 operational items, cash flow, and disclosure of planning assumptions.
- 35 d. Not provide less for Board prerogatives during the year than is set forth in the
36 Board's allotted budget.
- 37 e. With respect to the actual ongoing financial condition and activities, not cause
38 or allow the development of fiscal jeopardy or material deviation of actual
39 expenditures from Board policies.
- 40 f. Not expend more funds than will be received in the fiscal year.
- 41 g. Not indebt the District in an amount greater than can be repaid by identified,
42 otherwise unencumbered general fund revenues within the current fiscal year.
- 43 h. Not decide future bond issues or commit bond funds without Board approval.
- 44 i. Not allow the ending fund balance to fall below 4% or the amount determined
45 by the Board annually. (NAC 354.650, NRS 354.107, 360.90, 350.020)
- 46 j. Not take any action that would cause the bond rating to be downgraded.
- 47 k. Not fail to settle payroll and debt in a timely manner.
- 48 l. Not fail to actively pursue receivables after a reasonable grace period.
- 49 m. Not fail to seek public input on budget reductions for programs which will
50 directly impact students.
- 51 n. With respect to employment, compensation, and benefits to employees,
52 consultants, and contract workers, not cause or allow jeopardy to fiscal integrity
53 or to the public.
- 54 o. Shall actively secure funding through grants and other means.
- 55 p. In conjunction with the Director of Business Services provide to the Board on a
56 quarterly basis the budget versus actual expenditures.

57 **2. BOARD OF TRUSTEES/ COMMUNICATION**

58 **The Superintendent shall:**

- 59 a. In conjunction with a maximum of three Board Members (Board President, Vice
60 President, and one rotating Board Member) prepare the agenda for each Board
61 meeting, attend Board meetings and all closed sessions, and shall participate in
62 all deliberations of the Board when such deliberations do not involve his/her

Superintendent of Schools - Responsibilities

- 63 contract. All Board Members shall be given equal opportunity to have items
64 placed on the agenda for discussion and action.

- 65 b. Delegate any of the powers and duties which the Board has entrusted to
66 him/her, but in every instance he/she shall continue to be responsible to the
67 Board for the execution of the powers and duties delegated.

- 68 c. Perform all other duties as directed by the Board of Trustees.

- 69 d. Establish and maintain a program of public information designed to
70 communicate objectives, needs, problems, and accomplishments of the schools
71 to the Board.

- 72 e. Shall, in conjunction with three Board Members, work collaboratively to develop
73 policies in the Policy Committee to be brought before the Board for approval.
74 The Superintendent shall implement all Board-approved policies.

- 75 f. Assure that the Board be informed and supported in its work.

- 76 g. Notify the public and follow open meeting laws when policies are under
77 consideration for revision or adoption.

- 78 h. Support the Board in its community linkage initiatives that develop community
79 relations and communications with parents, community members, and staff.

- 80 i. Marshal for the Board as many staff and external points of view on issues and
81 opinions as the Board determines is necessary to be better informed when
82 making decisions.

- 83 j. Provide all Board Members a means in which to receive pertinent information
84 and communication concerning the District for the decision making process.

- 85 k. Submit, review, and monitor data required by the Board in a timely, accurate,
86 and understandable fashion.

- 87 l. Communicate District goals and provide accurate data, which reflects the need
88 of growth and improvements as well as academic success.

- 89 m. Deal with the Board as a whole except when fulfilling individual requests for
90 information or responding to officers or committees duly charged by the Board.
91 All information provided in response to individual requests must be provided to
92 all Board Members.

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Superintendent of Schools - Responsibilities

95 **3. MANAGEMENT OF ADMINISTRATIVE STAFF AND SITE PRINCIPALS/**
96 **EVALUATIONS**

97 **The Superintendent shall:**

98 a. Develop and steward vision and work collaboratively with all District
99 administrators, directors, and site principals, and recognize, prioritize, and solve
100 problems effectively, and manage District schools through subordinates in an
101 efficient and economical manner.

102 b. Supervise and collaborate with the following personnel:

- 103 • Director of Business Services
- 104 • Director of Educational Services
- 105 • Human Resources Department Staff
- 106 • Director of Special Services
- 107 • Director of Transportation
- 108 • Director of Maintenance
- 109 • Director of Food Services
- 110 • Principals

111 **NOTE:** Other positions or titles may be added or deleted dependent upon
112 District reorganization.

113 c. Ensure that all employee contracts are developed by Legal Counsel and
114 thoroughly reviewed by the Board prior to adoption (according to NRS 391).
115 Board Members shall be given adequate time, sufficient to review all contract
116 language with Legal Counsel, thus preventing implications of liabilities. The
117 Superintendent shall also ensure that the Human Resources Department staff
118 write thorough job descriptions with attorney input as needed or if there are
119 specific legal concerns.

120 d. Evaluate the performance of all unrepresented employees, all site
121 administrators (principals), and ensure that all classified and licensed staff
122 evaluations are completed per the timelines set forth in NRS, and shall make a
123 report to the Board regarding evaluation timelines being met.

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126 **5. EMPLOYMENT**

127 **The Superintendent shall:**

- 128 a. Recommend to the Board qualified candidates for employment for the Board's
129 acceptance or rejection.
- 130 b. Recommend the assignment, transfer, and promotion of all employees of the
131 Churchill County School District to the Board (in accordance to NRS 391.3127).
- 132 c. In accordance with Policy 4820.0 and Regulation 4820.0, suspend and/or
133 recommend the dismissal of personnel.
- 134 d. Monitor the use of long term or permanent substitutes and inform the Board.
- 135 e. Not promise or imply permanent or guaranteed employment so as to give an
136 applicant unfair advantage over other candidates for any District position.
- 137 f. Establish hiring protocol on a timely recruitment basis:
- 138 1. Position created and approved by Board.
- 139 2. Human Resources Department staff advertises position.
- 140 3. Applications are collected.
- 141 4. Committee is selected – a minimum of three members: persons involved
142 must be knowledgeable in that area. One appointed Board Member and
143 Human Resources staff member may sit passively as a non-voter. All
144 participants may ask questions.
- 145 5. Committee members vote.
- 146 6. Committee recommendation comes to the Board for approval.
- 147 7. Superintendent may approve the early commencement of employment,
148 and employees may start work conditioned upon subsequent Board
149 approval.
- 150 8. At recruitment fairs and at times of teacher shortage, steps 3 through 6
151 may be modified or eliminated as directed by the Superintendent.

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Superintendent of Schools - Responsibilities

155 **6. CONCERNS/CONTROVERSY/COMPLAINTS/GRIEVANCES/ARBITRATION**

156 **The Superintendent shall:**

- 157 a. Hear or appoint his/her designee to hear any complaints against the schools,
158 and he/she shall act as arbiter in matters of controversy between the school,
159 employees, and parents.
- 160 b. Educate staff as to the proper chain of command when addressing complaints:
161 Teacher, Principal, Superintendent, and Board.
- 162 c. Ensure that any significant complaint that reaches the level of the
163 Superintendent will be made known to the Board.

164 **7. GOVERNANCE AND BOARD POLICIES/COMMUNICATION**

165 **The Superintendent shall:**

- 166 a. Be responsible for the dissemination of all general orders adopted by the Board
167 relating to all school employees and is charged with the enforcement of policies,
168 regulations, and decisions of the Board.
- 169 b. Collaborate with Board Members in the creation and revision of all policies
170 unless otherwise directed.
- 171 c. Report in a timely manner an actual or anticipated noncompliance with any
172 policy of the Board.
- 173 d. Respect and enforce all Board policy.

174 **8. COMMUNICATION AND PUBLIC RELATIONS**

175 **The Superintendent shall:**

- 176 a. Maintain high visibility and involvement by spending time in classrooms and visit
177 all schools and departments in the District frequently, in order to promote
178 communication between all levels of District administration, staff, and the
179 Board.
- 180 b. Communicate with local, state, and federal government agencies to be informed
181 on new legislative and budget issues.
- 182 c. Establish protocol and measures for communicating with students, parents,
183 media, and community organizations. (Information to be included, but not
184 limited to: connecting student academic growth and progress, attendance,
185 schedules, conferences, open houses, registrations, disciplinary codes,

Superintendent of Schools - Responsibilities

186 suspensions, expulsions, rules, graduation requirements, scholarships, required
187 college courses, fees, uniforms, and other services to parents.)

188 d. Hold town hall meetings, send newsletters, do all calls, use websites, and do
189 postings to inform the public of important upcoming events.

190 e. Promote student and teacher incentives through personal interest as well as
191 private and public acknowledgement.

192 **9. TREATMENT OF STAFF/EMPLOYEES/VOLUNTEERS**

193 a. The Superintendent and his/her administration shall follow District Policy 5410.0
194 – Safe and Respectful Learning Environment Free From Bullying and Cyber-
195 Bullying.

196 b. The Superintendent will develop a supportive work environment and will be
197 a team player by including staff members, when appropriate, from the bottom
198 up in the decision making process.

199 c. Monitoring treatment of staff will be done through surveys. The Superintendent
200 will collaboratively create and review the surveys, with Board approval.

201 **10. TREATMENT OF STUDENTS AND THEIR FAMILIES**

202 a. With respect to interactions with students and their families or those enrolling
203 to be students, the Superintendent will not cause or allow conditions,
204 procedures, or decisions which interfere with student achievement or which are
205 unsafe, undignified, inequitable, discriminatory, or unnecessarily intrusive in his
206 or her interactions.

207 b. The Superintendent will not use methods for reviewing, transmitting, or storing
208 family information that fails to protect improper access to the material elicited.

209 c. The Superintendent will forge home-school and alternative education links.

210 **11. SAFETY/WORKERS' COMPENSATION/BULLYING/VIOLENCE**

211 **The Superintendent shall:**

212 a. Ensure that policies, procedures, and school rules promote a safe and secure,
213 respectful, and healthy school environment.

214 b. Act on own discretion when emergency action is necessary in matters not
215 covered by District policy; reports such emergency actions to the Board and
216 recommend policy for future guidance.

Superintendent of Schools - Responsibilities

217 c. Provide safety training, drills, CPR, and incident command trainings to prevent
218 crises.

219 d. ~~The Superintendent is responsible to appoint a lead administrator in his/her~~
220 ~~absence and to notify the Board.~~

221 **12. DISTRICT GOALS/OBJECTIVES/VISION**

222 **The Superintendent shall:**

- 223 a. Report annually to the Board on the development of long-range plans for the
224 educational and operating programs of the District in order to meet the needs
225 of the community for high quality educational offerings and the progress of
226 stated District goals, and shall disseminate these goals throughout the District.
- 227 b. Create, have in place, and disseminate to each school site, the District’s Mission
228 Statement describing a clear vision for education.

229 **13. CONDITION ASSESSMENT OF FACILITIES, GROUNDS, AND**
230 **EQUIPMENT/ASSET PROTECTION**

231 **The Superintendent shall:**

- 232 a. Protect and adequately maintain assets of the District.
- 233 b. Not expose the District or its Board or staff to claims of liability.
- 234 c. Follow the District’s purchasing policies and regulations.
- 235 d. Provide adequate insurance for the District.
- 236 e. Protect intellectual property, information, and files from loss or significant
237 damage. The Superintendent shall make sure that files are maintained and
238 updated on a continuous basis.
- 239 f. Receive, process, or disburse under controls, which are sufficient to meet the
240 Board-appointed-auditor’s standards.
- 241 g. Maintain and operate physical facilities and equipment in a manner that
242 prolongs the life expectancy of the building and equipment and provide an
243 appropriate educational environment.
- 244 h. Promote District’s public image or credibility to further the accomplishment of
245 its mission.

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247 **14. CAPITAL PROJECTS**

248 **The Superintendent shall:**

- 249 a. Closely monitor capital projects along with the Director of Business Services and
250 Board. All final changes will be approved by the Board.
- 251 b. See that initial building evaluations on capital projects (remodels, renovations,
252 new buildings) will be reviewed to prevent unnecessary change orders.
253 Contracts will be closely monitored by Construction Managers, Superintendent,
254 Director of Maintenance, and Board Members. Legal Counsel shall review
255 contract language.

256 **15. CHARACTER/MORAL CONDUCT/PERSONAL QUALITIES**

257 **The Superintendent will:**

- 258 a. Model professional conduct and dress and display traits of integrity at all school
259 affairs.
- 260 b. Exhibit a strong work ethic and be punctual to all obligations.
- 261 c. Not drink alcoholic beverages or smoke at school functions.
- 262 d. Exhibit control under demanding and stressful or heated situations.
- 263 e. Be respectful at all times leading with fairness and compassion.

264 **16. LEGAL COUNSEL**

265 **The Superintendent will ensure that:**

- 266 a. District Legal Counsel is used properly to protect and defend Churchill County
267 School District. Legal Counsel also has specific responsibilities to give counsel to
268 the Board and the Superintendent as they carry out their responsibilities in
269 accordance with Nevada Revised Statutes.
- 270 b. All contracts, grievances, arbitrations, evaluations, and any legal documents that
271 may possibly have litigation implications must be written by or approved as to
272 correct legal form with the help of Legal Counsel.
- 273 c. Use of Legal Counsel by any of the administrative staff must be preapproved by
274 the Superintendent.

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277 **17. ACCOUNTABILITY FOR ACADEMIC PROGRESS AND GROWTH**

278 **The Superintendent shall:**

- 279 a. Ensure that Churchill County Schools will show academic growth by increasing
280 the number of index points earned according to the Nevada Schools
281 Performance Framework. Our District’s ultimate goal is to have five star schools.
- 282 b. Monitor assessment strategies and data analysis for purposes of tracking
283 academic progress and growth.
- 284 c. Ensure that academic growth and achievement will be presented, upon
285 availability of data, to the Board at Board Meetings.

286 **18. CURRICULUM/INSTRUCTION/PROFESSIONAL DEVELOPMENT**

287 **The Superintendent shall:**

- 288 a. Develop a supportive work environment and establish positive high expectations
289 for academic learning and growth.
- 290 b. Provide training, professional development, and in-service opportunities for all
291 teaching staff.
- 292 c. Ensure the implementation of the CHARACTER COUNTS PROGRAM in all schools
293 that teaches to the whole child and which emphasizes the principles of:
294 Honesty, Integrity, Respect, Individual Worth, Caring, Kindness, Trustworthiness,
295 Fairness, Responsibility, Citizenship, Service, Choice and Accountability,
296 Knowledge, and Good Sportsmanship.
- 297 d. Maximize content coverage in an aligned curriculum referencing State
298 Standards.
- 299 e. Be responsible for the methods of curriculum and instruction and shall be
300 knowledgeable about and involved in the instructional program of the schools.
- 301 f. Monitor the District’s School Performance Plans using the State School
302 Performance Rubrics.
- 303 g. Stay current in educational practices that are most effective in improving
304 student achievement.
- 305 h. Monitor school enrollment, attendance, graduation rates, class sizes, dropout
306 prevention, and changes in demographics.
- 307 i. Administer parent, student, and staff surveys for the purposes of school
308 improvement and share these surveys with the Board.

Superintendent of Schools - Responsibilities

309 j. Ensure that in order to meet the diverse needs of our students a variety of class
310 types will be offered.

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ADOPTED: 5/28/92
REVIEWED: 11/3/09
REVISED: 9/26/02, 6/27/13, 9/12/13, 6/28/17, 2/28/18
REVIEW RESPONSIBILITY: Board of Trustees / Superintendent

**BOARD OF TRUSTEES
CHURCHILL COUNTY SCHOOL DISTRICT**

**DISTRICT WIDE EMPLOYEE BANNED AND ILLICIT SUBSTANCE TESTING
FOR A DRUG FREE WORKPLACE**

Churchill County School District maintains a strong commitment to provide a safe, efficient, and productive learning environment for school children. ~~The District recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. This drug- and alcohol-free workplace policy applies to volunteers as well as employees.~~

Employee involvement with alcohol or non-prescribed prescription controlled substances or non-prescribed prescription medications can be extremely disruptive, harmful and detrimental toward achieving the mission statement of ~~Churchill County School~~ the District to promote the welfare of school children. ~~It can adversely affect the quality of work and the performance of employees, pose serious safety and health risks to our students and the public, and have a negative impact on work efficiency and productivity.~~ ~~Churchill County School~~ The District believes that it is in the best interests of school children and the public for its employees to perform their duties professionally and efficiently without influence from drugs or alcohol. ~~Churchill County School~~ The District is also required to comply with Federal regulations pertaining to the attainment and maintenance of a drug-free workplace. ~~These requirements are outlined under the Drug-Free Workplace Act of 1988. Accordingly, Churchill County School~~ the District has developed the following policy statement regarding substance abuse in the workplace.

The unlawful manufacture, distribution, dispensation, possession or use of a non-prescribed controlled substances or non-prescribed prescription medication is prohibited regardless of whether the employee is working or is on district premises. ~~Churchill County School~~ The District further prohibits the use or possession of alcohol while working, while on district premises or while operating a district vehicle or equipment.

~~Churchill County School~~ The District will conduct drug testing under any one of the following conditions:

- A. An employee is involved in an accident resulting in property damage estimated to exceed one thousand dollars (\$1,000.00).
- B. Reasonable suspicion/belief exists that the employee is impaired at work as the result of drugs and/or alcohol.
- C. During pre-employment screening.
- D. An employee is involved in an industrial injury.

36 ~~Churchill County School~~The District will follow federal testing guidelines as set forth in 49 Code
37 of Federal Regulations, Part 40, in sample collection and determination of positive, adulterated,
38 substituted or negative results for all employees tested.

39 Any violation of such prohibition will result in disciplinary action in accordance with any of the
40 negotiated employee agreements or the Nevada Revised Statutes, including suspension, or
41 termination.

42 The drug and alcohol policy ~~shall apply~~shall apply applies to all classified, administrative,
43 licensed and general full-time, part-time and temporary employees of ~~Churchill County~~
44 ~~School~~the District.

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68 ADOPTED: 1/25/07

69 REVISED: 7/8/11, 10/9/14

70 REVIEWED:

71 REVIEW RESPONSIBILITY: Board of Trustees / Superintendent

**BOARD OF TRUSTEES
CHURCHILL COUNTY SCHOOL DISTRICT**

**~~DRUG AND ALCOHOL TESTING PROGRAM
FOR A DRUG-FREE WORKPLACE~~**

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~~NOTICE OF CONVICTION 9~~

INTRODUCTION – PURPOSE

~~Churchill County School District is committed to providing a safe, efficient, and productive work environment. Employee involvement with alcohol or illegal drugs can be extremely disruptive and harmful to the workplace and to productivity. It can adversely affect the employee's quality of work and pose serious safety and health risks to students, the user, co-workers and the public. It is the purpose of this testing program to eliminate substance abuse and its effects in the workplace. Churchill County School District is also required to comply with federal regulations pertaining to a drug-free workplace. Accordingly, Churchill County School District has developed the following testing program statement regarding substance abuse in the workplace.~~

~~The unlawful manufacture, possession or use of a controlled substance is prohibited regardless of whether the employee is working or is on District premises. Churchill County School District further prohibits the use or possession of alcohol while working, while on District premises, while operating a District vehicle or equipment, or while performing official duties for the Churchill County School District.~~

~~The drug and alcohol testing program shall apply to all classified and non-classified full-time, part-time and temporary employees of Churchill County School District. Violation of the drug and alcohol testing program may result in Disciplinary Action in accordance with the applicable Negotiated Labor Agreement and NRS 391.~~

~~Employment with Churchill County School District is contingent upon, among other things, compliance with this testing program. Violations of the drug and alcohol testing program will result in immediate removal from the work site. The implementation date for the Drug and Alcohol Testing Program will be October 1, 2007.~~

DEFINITIONS

- ~~A. — "Illegal Drugs" means any controlled substance or drug, the sale, possession or consumption of which is illegal under Federal, State or Local law. The term includes medical marijuana and prescription drugs not legally obtained and prescription drugs not being used in the manner, combination or quantity prescribed.~~
- ~~B. — "Legal Drugs" include prescription drugs and over-the-counter drugs which have been legally obtained and are being used in the manner, combination or quantity for which they were prescribed or manufactured.~~
- ~~C. — "Positive Alcohol/Drug Test" means, for the purpose of this testing program, that the employee has ingested a drug(s) that causes the employee's drug threshold level to be above the Federal Department of Health and Human Services (DHHS) guidelines. An employee whose alcohol level is .04 or greater, is in violation of the testing program.~~
- ~~D. — "Reasonable Suspicion" means~~
- ~~a) — that the employee has been involved in a workplace accident resulting in property damage estimated to exceed one thousand dollars (\$1,000) to District property, or a trained supervisor has reasonable suspicion to believe that the employee's acts contributed to the occurrence or severity of the accident,~~

- ~~b) conduct or odors of an employee currently affected by alcohol or drugs, based upon specific personal observations of the trained supervisor or circumstances which could indicate that the employee is reporting to work in other than a sober and reliable state, free from the effects of alcohol or drugs; or~~
- ~~c) evidence of other specific contemporaneous physical, behavioral or performance indicators of probable substance abuse.~~

~~When possible, two supervisors, one of which is trained in detecting the indicators of alcohol/substance abuse, shall concur in the decision to test.~~

- ~~E. "District Property" means all real or personal property owned, leased or otherwise under the control of Churchill County School District. This includes, but is not limited to, buildings, facilities, vehicles, offices, parking lots, desks, lockers, etc.~~
- ~~F. "Contraband" means any items such as illegal drugs, alcohol, drug paraphernalia or other related items whose possession is prohibited under NRS 453.554.~~
- ~~G. "Adulterated Test" means a sample that contains a substance that is not expected to be in human urine or contains a substance expected to be present, but is at a concentration so high that it is not consistent with human urine.~~
- ~~H. "Substituted Test" means a sample with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.~~
- ~~I. "Program Manager" will be the Assistant Superintendent for CCSD.~~
- ~~J. "Trained Supervisor" is an employee trained in the recognition of drug related symptomology.~~
- ~~K. "Medical Review Officer" is a licensed physician who is knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs.~~

~~TESTING PROGRAM~~

~~A. Possession, use or sale of drugs/alcohol.~~

~~1. Alcohol~~

~~Possession of open containers, use or being under the influence of alcohol (as defined herein) by any employee during normal business hours including lunch breaks, while performing Churchill County School District business including any extracurricular activity, or while on District premises is prohibited. Failure to pass an alcohol test may result in Disciplinary Action in accordance with the applicable Negotiated Agreement and NRS 391.~~

~~2. Illegal Drugs~~

~~The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited regardless to the time or place. Failure to pass a drug test may result in Disciplinary Action in accordance with the applicable Negotiated Agreement and NRS 391.~~

~~3. Legal Drugs~~

~~The use or being under the influence of any legal drug by any employee while on District premises or while performing District business is prohibited to the extent such use or influence may affect the safety of our students, the employee, co-workers or the public.~~

~~4. Co Workers Obligations~~

~~Any employee who has observed, or has personal knowledge, that another employee is using or possessing illegal drugs or alcohol in violation of this testing program, should make a good faith effort to report the observation or knowledge to the Alcohol and Drug Testing Program Manager or designee. The employee may choose to report and remain anonymous. Employees making factitious, frivolous, or fraudulent reports may be subject to Disciplinary Action in Accordance with the appropriate Negotiated Labor Agreement and NRS 391.~~

~~5. Pre-employment Testing~~

~~Churchill County School District may require drug and alcohol testing as part of the pre-employment screening.~~

B. Drug and Alcohol Testing

~~Churchill County School District will implement the following types of drug and alcohol testing: 1) pre-employment testing 2) reasonable suspicion testing and 3) post-accident testing.~~

~~1. Pre-employment / New Employment Testing~~

- ~~a. An offer of employment is conditioned upon the applicant passing a pre-employment drug/alcohol test.~~
- ~~b. An applicant having a positive, adulterated or substituted test result will not be hired. Applicants may not re-apply and re-test within three months.~~
- ~~c. Before an applicant testing positive for any legal prescription drug can be hired, the applicant must provide proof of their prescription and, where appropriate, a doctor's statement of any potential work related restrictions caused by the medication.~~
- ~~d. Any unusual circumstances must be reported to the Alcohol and Drug Testing Program Manager (or designee). Examples include refusal to test for religious reasons and claimed disability as a recovering drug abuser.~~
- ~~e. An applicant will not be permitted to commence work prior to receipt of the negative results of pre-placement testing.~~

~~2. Reasonable Suspicion Testing~~

~~Churchill County School District may require a breath or blood alcohol test, and/or drug urinalysis, or a medical examination when there is reasonable suspicion (as defined on~~

~~page 3) that the employee is using drugs and/or alcohol prior to or at work or where an employee appears to be impaired or under the influence.~~

~~3. Post Accident Testing~~

~~Any employee involved in a workplace accident that results in property damage estimated to exceed one thousand dollars (\$1,000.00) will be subject to post accident testing. An employee shall not be relieved of duty pending the receipt of test results except where there is reasonable evidence that alcohol or drug use was a contributing factor as determined by the treating physician.~~

~~4. Testing Guidelines~~

~~Churchill County School District will conduct testing for the following types of substances:~~

~~Marijuana, cocaine, opiates, amphetamines, phencyclidine, and alcohol substances may be added or deleted if provisions of the Federal Drug Free Workplace Act of 1988 change. Churchill County School District will follow federal testing guidelines as set forth in 49 CFR, Part 40 in sample collection and determination of positive, adulterated or substituted or negative result. All drug testing services will be performed in laboratories licensed by the State of Nevada. Any employee who has an alcohol level of .04 or more anytime during his/her working hours is in violation of the testing program. A management representative will transport and accompany the employee to a designated emergency care facility whenever a post-accident or reasonable suspicion alcohol and drug test is required. Submission of an altered or substituted specimen by an applicant is considered a refusal to test and will preclude an employment offer. Submission of an adulterated or substituted specimen will subject employees to Discipline in accordance with the applicable Negotiated Agreement. Churchill County School District will pay for post-accident and reasonable suspicion drug and alcohol testing. Employees have the right to representation per the applicable Negotiated Agreement and the Weingarten Act.~~

COLLECTION

~~The Program Manager will maintain a list of collection sites.~~

~~Breath and/or blood alcohol specimen evaluation will be performed at a designated clinic or hospital or other location if a certified technician is available. As set forth in 49 CFR Part 40, all drug testing is done from urine specimens collected under highly controlled conditions. The employee provides a urine specimen in a location that affords privacy and the collector seals and labels the specimen, completes a chain-of-custody document and prepares the specimen and accompanying paper work for shipment to a drug testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification and integrity are not compromised.~~

~~Laboratories certified by the Federal Government will be used for testing. The initial test of any specimen will be an immunoassay which meets the requirement of the Food and Drug~~

~~Administration for commercial distribution. All positive test results will be further confirmed using gas chromatography/mass spectrometry techniques.~~

~~THE ROLE OF THE MEDICAL REVIEW OFFICER~~

~~The primary responsibility of the MRO is to review and interpret test results obtained through Churchill County School District's drug testing program. A positive, adulterated or substituted test result does not automatically identify an individual as an illegal drug user. The MRO must evaluate the alternative medical explanations that could account for the test result.~~

~~The review of a test result is initiated immediately upon receipt and is ordinarily completed within two working days after receipt of all information pertinent to the review. No information about the test result shall be given to the employer during this period. This review will include chain of custody, collection, and processing considerations.~~

~~During the review of the laboratory results, the MRO will conduct a medical interview with the individual, review the individual's medical history, or review other biomedical factors to determine whether a confirmed positive test could have resulted from the use of a legal drug or other permissible situation.~~

~~If any questions arise about the accuracy or validity of a positive, adulterated or substituted test result, the MRO will review the laboratory records to determine whether the required procedures were followed. This will require collaboration with the laboratory director, the analysts, and expert consultants.~~

~~At this point, the MRO will make a determination as to whether the result is scientifically sufficient to take further action. However, if the records from the collection site or laboratory raise doubts about the handling of the sample, the MRO may decide the urinary evidence is insufficient and no further actions would be taken. In these cases, the MRO shall note the possible errors in laboratory analysis or chain of custody procedures and shall notify the proper officials, as set forth in 49 CFR Part 40.~~

~~If the MRO determines that the result is scientifically significant, the case is referred to the Alcohol and Drug Testing Program Manager. If illegal drug use is not verified, the test result is deemed negative, the employer is informed, and a written recommendation is made to the employee to consult with a physician regarding the employee's adverse reaction to a legal drug "over the counter or prescribed."~~

~~CONTRABAND~~

~~Churchill County School District management reserves the right to inspect or search its premises at any time, including employee lockers, desks or other District property under the control of an employee. Any contraband or suspected contraband discovered will be impounded and sealed in a container. The seal should bear the date, names of the persons present, general description of the contraband, etc. A receipt will be given for such seized property. Seized contraband must be retained in a locked cabinet under the exclusive control of the Alcohol and Drug Testing Program Manager (or designee) only until law enforcement agencies can be contacted to remove contraband for appropriate evaluation. If possession is transferred, a chain of receipts should be~~

~~established. Seized property may turn out, after investigation, to be property that properly was in an employee's possession. In such cases, the property will be returned and a receipt obtained.~~

~~EMPLOYEE CONSENT~~

~~Upon request, an employee will accompany the management representative promptly to the collection site, complete any required forms and releases and provide a sample for testing.~~

~~DISCIPLINARY ACTION~~

~~Violation of this testing program may result in Disciplinary Action in accordance with the appropriate Negotiated Agreement and NRS 391. Under Drug Free Workplace Act requirements, employees must abide by this testing program as a condition of continued employment.~~

~~A. DISCIPLINARY PROCESS~~

~~1. Investigative Suspension~~

~~Any employee suspected to be in violation of the drug and alcohol testing program will be placed on investigative suspension pending the results of the drug and alcohol testing. If test results are negative, the employee will be reinstated and compensated for wages lost during suspension. If test results are confirmed positive, adulterated or substituted, the employee may be disciplined in accordance with the applicable Negotiated Labor Agreement and NRS 391. A refusal to provide either a specimen or consent form will constitute a testing program violation and the employee may be disciplined in accordance with the applicable Negotiated Agreement and NRS 391.~~

~~2. Test Validity~~

~~No later than seventy two (72) hours after receipt of a positive, adulterated or substituted drug test, the employee may obtain an independent analysis of the same sample at his or her expense with all costs paid in advance. Upon request, the Medical Review Officer (MRO) will authorize the laboratory holding the employee's sample to release to a laboratory approved by the Department of Health and Human Services a sufficient quantity of the sample to allow a second laboratory to conduct a drug testing analysis. Because some analytes deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement but must be scientifically reliable and provide data sufficient to confirm the presence of the drug or metabolite. By requesting a second analysis, the employee authorizes Churchill County School District to obtain a copy of any test results determined by the second laboratory. The accuracy of the test results will be verified by the laboratory conducting the analysis. If the second test is positive, adulterated or substituted the employee will be subject to disciplinary action in accordance with the applicable Negotiated Agreement and N.R.S. 391. If the second test is negative, the original test shall be disregarded, and the cost of the second test shall be refunded. The employee will be reimbursed for wages lost during the suspension.~~

CONFIDENTIALITY

~~The Alcohol and Drug Testing Program Manager will maintain all records and reports relating to drug and alcohol testing in a secure location separate from personnel records. Test results may be disclosed to another member of management on a need-to-know basis and will be disclosed to the employee upon request. Disclosures without employee consent may also occur when the information is compelled by law or judicial or administrative process. The tested individual has a right of access to a copy of his or her written test results. No sample taken for testing shall be tested for any substance or condition except drugs or alcohol.~~

EMPLOYEE ASSISTANCE AWARENESS PROGRAM

~~All employees shall participate in a District sponsored alcohol and drug awareness program. The program shall provide employees with information regarding: the District's alcohol and drug free workplace testing program; available counseling, referral agencies and rehabilitation (which may be covered by the employee's health care program); information on the employees rights concerning due process as contained in the appropriate Negotiated Agreement; and the penalties imposed upon employees for violations of this testing program. Supervisory personnel will receive additional training on recognizing performance indicators of probable drug or alcohol abuse and how to effectively intervene when an employee is suspected of violating this testing program.~~

TEMPORARY EMPLOYEES

~~Any temporary employee assigned to Churchill County School District's workplace shall be subject to the same rules of conduct relating to alcohol and drug use which are applicable to employees of the District.~~

FACILITY WORK RULES

~~The Churchill County School District Alcohol and Drug Testing Program will be uniformly and consistently applied in an equitable manner to all employees, provided however, that where any federal, state, or local law imposes restrictions on implementation or enforcement of this drug and alcohol testing program, the Churchill County School District will modify this drug and alcohol program in accordance with such restrictions.~~

CONTRACTORS AND VENDORS

~~Contractors and Vendors shall be required to cooperate with this testing program in achieving a drug and alcohol free workplace. Violation of these provisions or refusal to cooperate with the testing program requirements can result in the District barring contract and vendor personnel from all District facilities or participating in operations.~~

SAVING CLAUSE

~~In the event any provisions of this program are held by a court of competent jurisdiction to be in contravention of any such laws, the remainder of the program shall remain in full force and effect.~~

NOTICE OF CONVICTION

~~Any employee who is convicted of a felony violation of any criminal drug statute related to the unlawful manufacture, distribution, dispensation, possession or use of controlled substances in the work place must inform the District no later than five (5) days after such conviction of the fact of the conviction.~~

APPENDICES

- ~~A. Notice To Employees~~
- ~~B. Reasonable Suspicion Report~~
- ~~C. Employee Response Form~~
- ~~D. Return To Duty Policy
For Violations Requiring Rehabilitation~~
- ~~E. Return To Duty Policy For Violations Not
Requiring Rehabilitation~~
- ~~F. Applicant Notice of Drug Testing Requirements~~
- ~~G. Notice to Agency Assigned Employees~~
- ~~H. Applicant Conditional Pre-Placement Testing Requirement~~

~~ADOPTED: 9/13/07~~

~~REVIEWED: 12/9/08~~

~~REVIEWED:~~

~~REVIEW RESPONSIBILITY: Director of Instructional Services~~

APPENDIX A

CHURCHILL COUNTY SCHOOL DISTRICT

**NOTICE TO EMPLOYEES
DRUG AND ALCOHOL TESTING PROGRAM**

Churchill County School District has a vital interest in maintaining safe, healthful and efficient working conditions for its students and employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks not only for our students and the user but to the public and all those who work with the user. The possession, use or sale of an illegal drug or controlled substance may also pose unacceptable risks to safe, healthful and efficient operations.

Effective October 1, 2007, the District is implementing its Drug and Alcohol Testing Program. Violation of the drug and alcohol testing program may result in Disciplinary Action in accordance with the applicable Negotiated Agreement and NRS 391. Under the Drug-Free Workplace Act requirements, employees must abide by this testing program as a condition of continued employment. Any employee who is convicted of a violation of any criminal drug statute related to the unlawful manufacture, distribution, dispensation, possession or use of controlled substances in the work place must inform the District no later than five (5) days after such conviction of the fact of the conviction. Thank you for your support.

APPENDIX A

CHURCHILL COUNTY SCHOOL DISTRICT

**EMPLOYEE ACKNOWLEDGMENT
OF DRUG AND ALCOHOL TESTING PROGRAM**

I acknowledge that I have received a copy of Churchill County School District's Drug and Alcohol Testing Program, effective October 1, 2007. I agree that it is my responsibility to know and understand the contents therein; I also agree to comply with its requirements. I understand that I can ask my supervisor or the Alcohol and Drug Testing Program Manager about anything I do not understand.

The current Program Manager is the Assistant Superintendent for CCSD. Employees will be notified of any change in the Program Manager within fifteen (15) days of the change and at the beginning of each school year.

Date

Employee Name (Please Print)

Employee Signature

Parent/Guardian Signature

APPENDIX B

CHURCHILL COUNTY SCHOOL DISTRICT

REASONABLE SUSPICION REPORT

When requesting a drug or alcohol test, Churchill County School District's representative must complete this form.

1. Name of Employee: _____
2. Position: _____
3. Date of Incident: _____
4. Time of Incident: _____
5. State objective evidence of reasonable suspicion to believe employee is in possession of, using, or under the influence of drugs and/or alcohol (physical evidence should be retained and stored):

6. Protocol for requesting drug and alcohol testing:
 - a. Attempt to have another trained Supervisor corroborate your observation.
 - b. Contact the Alcohol and Drug Testing Program Manager (or designee) to review evidence and approve testing if appropriate.
7. Call employee into office, advise them of their rights of representation as provided in the applicable Negotiated Agreement and the Weingarten Act, then present employee with accusation and evidence. Have employee sign if representation is rejected.

Representation _____ Rejected Date _____

Reasonable Suspicion Report
Page Two

8. ~~Employee's response (investigate, where appropriate):~~

9. ~~Inform employee of Churchill County School District's Drug and Alcohol Testing Program.~~

10. ~~Request employee to submit to drug and alcohol testing:~~

a. ~~If employee agrees, have employee sign testing release and follow procedure for collecting sample.~~

b. ~~If the employee refuses to submit to testing:~~

1) ~~Ask employee for reason(s) why employee refuses to submit to drug and alcohol testing:~~

~~Employee's Response: _____~~
~~_____~~

2) ~~Inform employee that Churchill County School District's Testing Program requires employee to consent to testing and that refusal is grounds for disciplinary action in accordance with the appropriate Negotiated Agreement and NRS 391.~~

3) ~~Again request employee to consent to drug and alcohol testing.~~

a) ~~If employee agrees, have employee sign testing release and follow procedure for collecting sample.~~

b) ~~A management team member will arrange transportation and accompany the employee to the collection site, stay in the waiting room until notified that the collection has been completed and then arrange transportation home for the employee. The employee may have a representative present with them if they so choose in accordance with the provisions of the applicable Negotiated Agreement.~~

c) ~~If employee still refuses, inform employee that he/she is on investigative Administrative Leave with pay pending Churchill County School District's decision on the matter. Request employee to sign refusal to test form.~~

Reasonable Suspicion Report
Page Three

- ~~11. After sample collection, inform employee that he/she is on investigative Administrative Leave with pay pending test results and Churchill County School District's decision on the matter.~~
- ~~12. In cases where the employee is suspected of being under the influence of drugs and/or alcohol, arrange transportation home for the employee. If the employee refuses transportation, attempt to persuade the employee to change his/her mind. Do not detain or physically restrain the employee. In cases where the employee refuses transportation and the employee's condition suggests that the employee presents a potential or actual safety risk to themselves or other drivers, notify the police. Inform the employee that you intend to call the police unless the employee accepts transportation. Seek corroborating witnesses to verify employee's refusal of transportation.~~

APPENDIX C

CHURCHILL COUNTY SCHOOL DISTRICT

**EMPLOYEE RESPONSE FORM
REFUSAL TO TEST**

I acknowledge that Churchill County School District has requested that I submit to drug and alcohol testing pursuant to its Drug and Alcohol Testing Program. I further understand that I have previously received a copy of the District's Drug and Alcohol Testing Program.

I understand that the testing is voluntary on my part, and that I may refuse to submit, and that such refusal will be grounds for disciplinary action up to and including possible termination in accordance with the applicable Negotiated Agreement and NRS 391.

With full knowledge of the foregoing, I hereby refuse to submit to drug and alcohol testing.

Employee's Signature

Date

Immediate Supervisor/Alcohol and Drug Testing Program Manager

Date

Witness

Date

APPENDIX C

CHURCHILL COUNTY SCHOOL DISTRICT

**EMPLOYEE RESPONSE FORM
AGREEMENT TO TEST**

I acknowledge that Churchill County School District has requested that I submit to drug and alcohol testing pursuant to its Drug and Alcohol Testing Program. I further understand that I have previously received a copy of the District's Drug and Alcohol Testing Program.

I understand that the testing is voluntary on my part, and that I may refuse to submit to testing and that such refusal will be grounds for Disciplinary Action in accordance with the applicable Negotiated Agreement an NRS 391.

I further understand that the positive test results may be released to Churchill County School District and the results will be used as grounds for disciplinary action in accordance with the applicable negotiated agreement and NRS 391.

With full knowledge of the foregoing, I hereby agree to submit to drug and alcohol testing by the District selected certified medical clinics and/or laboratories.

By checking this box I am authorizing and requesting notice of the results of this test within 24 hours of receipt by the Program Administrator.

Employee's Signature

Date

Immediate Supervisor or Alcohol and Drug Testing Program Manager

Date

Witness

Date

APPENDIX D

CHURCHILL COUNTY SCHOOL DISTRICT

**RETURN TO DUTY POLICY FOR
VIOLATIONS REQUIRING REHABILITATION**

I acknowledge that I have violated Churchill County School District's Drug and Alcohol Testing program. I also acknowledge that I have been evaluated by an independent medical professional who has recommended that I would benefit from a course of treatment to address substance abuse. Churchill County School District has offered me an opportunity to return to duty, subject to the terms set forth below. Therefore, I understand and agree that:

1. I will participate in a prescribed treatment program.
2. I will comply with all of the program requirements to their successful completion.
3. When my treatment provider deems me ready to resume working, I will provide a negative alcohol/drug test prior to return to work.
4. After my return to work, I will submit to follow-up drug/alcohol testing to confirm that I remain drug and alcohol free. I agree and understand that a positive return to work or follow-up test will result in disciplinary action in accordance with the applicable negotiated agreement.
5. I understand that, upon return to the workplace, I must meet all established standards of conduct and job performance and that I will be subject to Churchill County School District's disciplinary procedures in accordance with the applicable negotiated agreement and NRS 391 for any failure to meet the standards.
6. I understand that I will be subject to these requirements until I have completed at least two years of work. Upon completion of two years of work, the Alcohol and Drug Testing Program Manager will review, with my supervisor present my job performance, evaluations, drug and alcohol testing results and determine if the terms will be removed or extended.
7. I understand and agree that my continued employment is contingent upon my satisfactorily meeting all of the above terms and that my failure to do so subjects me to disciplinary action in accordance with the applicable negotiated and NRS 391.

Alcohol and Drug Testing Program Manager _____ Date

Employee _____ Date

APPENDIX E

CHURCHILL COUNTY SCHOOL DISTRICT

**RETURN TO DUTY POLICY FOR
VIOLATIONS NOT REQUIRING REHABILITATION**

I acknowledge that I have violated Churchill County School District's Drug and Alcohol Testing Program. Churchill County School District has offered me an opportunity to return to duty, subject to the terms set forth below. Therefore, I understand and agree that:

1. I will provide a negative drug/alcohol test and will follow all assessment recommendations before being eligible to return to work.
2. I agree to submit to return to duty/follow-up drug/alcohol testing to confirm my future compliance with the drug-free workplace testing program. I agree and understand that a positive return-to-work or follow-up test will result in my termination from employment.
3. I understand that my violation of Churchill County School District Drug and Alcohol Testing Program warrants close supervision for one year (365 days) upon my return to work and I will accept such supervision as a constructive part of my employment.
4. I understand that upon return to the workplace I must meet all established standards of conduct and job performance and that I will be subject to disciplinary action in accordance with the applicable negotiated agreement and NRS 391 for any failure to meet the standards.
5. I understand that I will be subject to the terms of this testing program until I have completed at least one year of work. Upon completion of one year of work, the Alcohol and Drug Testing Program Manager will review with my supervisor my present job performance, evaluations, drug and alcohol testing results and determine if the terms of this testing program will be removed or extended.
6. I understand and agree that my continued employment is contingent upon my satisfactorily meeting all of the above terms and that my failure to do so subjects me to disciplinary action in accordance with the applicable Negotiated Agreement and NRS 391.

Alcohol and Drug Testing Program Manager _____ Date

Employee _____ Date

APPENDIX F

CHURCHILL COUNTY SCHOOL DISTRICT

**DRUG TESTING PROGRAM
NOTICE TO APPLICANTS**

Churchill County School District has a vital interest in maintaining safe, healthful and efficient working conditions for its students and employees. Using or being under the influence of drugs and/or alcohol on the job may pose serious safety and health risks not only for our students and the user but to the public and all those who work with the user. The possession, use or sale of an illegal drug or controlled substance may also pose unacceptable risks to safe, healthful and efficient operations.

To meet this compelling interest, individuals who wish to be considered for employment must agree to ~~PRE PLACEMENT DRUG TESTING AND DRUG AND ALCOHOL TESTING DURING EMPLOYMENT~~ per policy 6147(a).

By completing and signing this Notice and the attached Application of Employment, the applicant understands and agrees to submit to drug testing as a condition of our employment offer as well as to alcohol and drug testing during the course of employment as provided for in Churchill County School District's Drug and Alcohol Testing Program. Submission of an altered or adulterated specimen or the substitution of a specimen by the applicant will result in a withdrawal of the employment offer.

ANY APPLICANT WHO IS UNWILLING TO AGREE TO THESE CONDITIONS SHOULD NOT APPLY FOR EMPLOYMENT WITH CHURCHILL COUNTY SCHOOL DISTRICT

Applicant's Signature

Date

APPENDIX G

CHURCHILL COUNTY SCHOOL DISTRICT

**NOTICE TO AGENCY ASSIGNED EMPLOYEES
ACKNOWLEDGMENT OF
DRUG AND ALCOHOL TESTING PROGRAM**

I acknowledge that I have received a copy of Churchill County School District's Drug and Alcohol Testing Program, effective October 1, 2007. I have read the Testing program in its entirety and will comply with its requirements.

Date

Employee Name (Please Print)

Employee Signature

Agency

Old Language

APPENDIX H

CHURCHILL COUNTY SCHOOL DISTRICT

**DRUG TESTING PROGRAM
APPLICANT CONDITIONAL PRE-PLACEMENT
TESTING REQUIREMENT**

I, _____, understand and agree that I will not be allowed to commence employment until I have completed testing in accordance with Churchill County School District's Drug and Alcohol Testing Program. I understand and agree that a positive, adulterated or substituted test result will result in the immediate withdrawal of the offer of employment with Churchill County School District. I understand that I must take the pre-placement drug test before beginning work for Churchill County School District.

Dated this _____ day of _____, 201_____.

Signed: _____

Printed: _____

(RETURN TO SUPERVISOR TO FORWARD TO ALCOHOL AND DRUG TESTING MANAGER)

**BOARD OF TRUSTEES
CHURCHILL COUNTY SCHOOL DISTRICT**

**DRUG AND ALCOHOL TESTING PROGRAM
FOR A DRUG FREE WORKPLACE**

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The District is committed to:

1. Maintaining a safe and healthy workplace for all employees and volunteers;
2. Assisting employees or volunteers who recognize they have a problem with drugs or alcohol in receiving appropriate treatment;
3. Periodically providing employees and volunteers with information about the dangers of workplace drug abuse; and
4. When appropriate, taking disciplinary action for failure to comply with this policy.

The District strictly prohibits the following behavior:

1. The use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution and/or dispensing of illegal drugs or prohibited substances by an employee at any time and in any amount. For purposes of this policy, illegal drugs include those classified as such under local, state, or federal laws. Prohibited substances include medical and recreational marijuana, the use or possession of prescription medicines for which the individual does not have a valid prescription and the inappropriate use of prescribed medicines for which the employee has a valid prescription. The prohibition also includes using over-the-counter medications contrary to manufacturer instructions, or consumer products not meant for human consumption. In addition, the District prohibits employees from possessing open containers of alcoholic beverages while on the District’s premises and/or while on duty and from working with a blood alcohol level of .02 or more at any time.
2. Bringing alcohol, illegal drugs, and other prohibited substances which may impair the safety or welfare of employees or the public may not be brought onto the premises controlled by the District or placed in vehicles or equipment operated on behalf of the District. Law enforcement personnel performing job-related functions which require possession and or transportation of such substances are exempt from this section.
3. Driving an organizational vehicle while on or off duty with a blood alcohol level of .02 or more or under the influence of an illegal drug or prohibited substance, regardless of the amount.

34 **A. Reporting Requirements**

- 35 1. An administrator or manager/supervisor who receives information or is a witness to
36 any use of illegal drugs, prohibited substances, or alcohol by an employee which
37 violates the District's policies or the law is required to report this information to the
38 Superintendent/designee immediately. The information reported must include:
- 39 a. The person(s) involved, including all witnesses;
- 40 b. Any information gathered, such as actual observation of drug/alcohol use, the
41 presence of paraphernalia, and observation of any unusual physical signs or
42 behaviors;
- 43 c. A written record of specific conversations held with the accused and any
44 witnesses;
- 45 d. All pertinent facts, including date(s), time(s), and location(s).
- 46 2. An administrator or manager/supervisor is required to report this information to the
47 Superintendent/designee and may not conduct a formal investigation, release
48 findings, or administer discipline prior to this disclosure and without specific
49 authorization to do so.
- 50 3. An employee who witnesses or obtains information regarding illegal drug/prohibited
51 substance/alcohol use by his/her immediate supervisor is required to report the
52 incident to that supervisor's supervisor.
- 53 4. Specimen collection, drug testing procedures, sample collection, and alcohol testing
54 procedures will comply with all applicable provisions of federal and state law.
- 55 5. A positive test result for illegal drugs, prohibited substances, and/or alcohol will be
56 grounds for disciplinary action, up to and including possible termination.
- 57 6. Employees in safety-sensitive positions as defined in 49 CFR Part 382, et seq., are
58 subject to the Federal Department of Transportation (DOT) (49 CFR Part 40) and the
59 Federal Motor Carrier Safety Regulations (FMCSR) as prescribed by the Federal
60 Motor Carrier Safety Administration (FMCSA) (49 CFR Parts 382, 383, 387, 390-397,
61 and 399), as well as the District's Drug- and Alcohol-Free Workplace Policy.
- 62 7. The District receives funding through federal grants and is therefore subject to the
63 Drug-Free Workplace Act of 1988. Marijuana (including medical and recreational
64 marijuana), cocaine, opioids, amphetamines (including methamphetamines),
65 phencyclidine (PCP), and methylenedioxy-methamphetamine (MDMA) are
66 considered illegal Schedule I or II drugs through the federal government. All
67 employees must comply with the Drug-Free Workplace Act of 1988 and may not
68 have any detectable level of Schedule I or II drugs in their system while at work.

69 Failure to comply will be grounds for disciplinary action, up to and including
70 termination.

71 **B. Employee Responsibilities**

72 1. Each employee is responsible for meeting standards for work performance and safe
73 on-the-job conduct.

74 2. Employees shall not report to work under the influence of alcohol, illegal drugs,
75 prohibited substances, or misused prescription or over-the-counter drugs, regardless
76 of the amount.

77 3. Employees who suspect they may have a substance abuse problem are encouraged
78 to seek counseling and rehabilitation from the District's Employee Assistance
79 Program (EAP), a substance abuse professional, or other treatment provider.

80 4. It is the responsibility and obligation of employees in safety-sensitive positions to
81 determine, by consulting a health care provider if necessary, whether or not a legal
82 drug s/he is taking may or will affect his/her ability to safely perform his/her job
83 duties. An employee in a safety-sensitive position whose medication may affect their
84 ability to safely perform their job must contact the human resources director or
85 department director who will attempt to find an appropriate alternative assignment.
86 If none is available, the employee and the District will take steps consistent with the
87 advice of a health care provider which could include the use of sick leave or a leave
88 of absence. If an employee reports to work under the influence of prescription
89 medication and, as a result, endangers him/herself or others, the employee will be
90 disciplined, up to and including termination.

91 5. Each employee must report the facts and circumstances of any drug or alcohol
92 conviction that occurred while on duty or which may impact the employee's ability
93 to perform the duties of his/her job. If duties involve driving a vehicle, the employee
94 must report to his/her supervisor a conviction for driving under the influence (DUI)
95 and/or revocation or suspension of the driver's license pending adjudication.
96 Notification to the District must occur before resuming work duties or immediately
97 after the conviction or revocation/suspension. Failure to notify District will be
98 grounds for disciplinary action, up to and including termination.

99 6. Employees in safety-sensitive positions identified by the District are subject to
100 random drug and/or alcohol testing as provided in this regulation.

101 7. Employees must act as responsible representatives of the District and as law-abiding
102 citizens. It is every employee's responsibility to report violations of the District's
103 policy to his/her immediate supervisor or to the Superintendent/designee. Such
104 reporting is critical in preventing serious injuries or damage to the District's
105 property.

106 8. Employees who are required to submit to a drug/alcohol test must complete and
107 sign the consent form. Employees acknowledge that by consenting to drug testing,
108 they are waiving any expectation of privacy.

109 **C. Superintendent/Designee Responsibilities**

110 The Superintendent/designee is responsible for:

- 111 1. Authorizing the testing of employees,
- 112 2. Coordinating drug and/or alcohol testing,
- 113 3. Completion of the required consent form,
- 114 4. Notifying employees of positive test results and their right to a retest of the same
115 sample,
- 116 5. Implementing disciplinary action against employees who fail to comply with
117 provisions outlined in this regulation,
- 118 6. Notifying the District's attorney of an employee's conviction of a federal or state
119 drug or alcohol violation,
- 120 7. Ensuring that the drug and/or alcohol test forms and results are kept confidential
121 and only provided to employees with a business need for the information,
- 122 8. Identifying safety-sensitive positions, and
- 123 9. Notifying employees in safety-sensitive positions that they are subject to random
124 drug and/or alcohol testing.

125 **D. Administrator or Manager/Supervisor Responsibilities**

126 The Administrator or Manager/Supervisor is responsible for:

- 127 1. Determining if reasonable suspicion exists to warrant drug and/or alcohol testing,
128 and detailing, in writing, the specific facts, symptoms, or observations that are the
129 basis for the reasonable suspicion;
- 130 2. Submitting the documentation to the Superintendent/designee; and
- 131 3. Complying with the appropriate provisions outlined in this regulation that apply to
132 supervisory personnel.

133

134 **E. District Responsibilities**

135 The District is responsible for:

- 136 1. Providing communication and training on this policy and regulation to include a
137 training program to assist administrators and managers/supervisors to recognize the
138 conduct and behavior that gives rise to a reasonable suspicion of drug and/or
139 alcohol use by employees and how to take appropriate action,
- 140 2. Receiving and maintaining employee drug and alcohol testing records and files from
141 all sources and assuring that they are kept confidential,
- 142 3. Making drug testing and notice forms available,
- 143 4. Notifying appropriate administrators or managers/supervisors of positive results of
144 drug and/or alcohol tests,
- 145 5. Administering the contract with a third party to provide drug and alcohol testing
146 services,
- 147 6. Overseeing the administration of the District’s Drug- and Alcohol-Free Workplace
148 Policy,
- 149 7. Designating safety-sensitive positions,
- 150 8. Notifying administrators or managers/supervisors of their employees randomly
151 selected for drug and alcohol testing, and
- 152 9. Ensuring the administration of all pre-employment drug testing.

153 **F. Employee Education**

154 The District maintains information relating to the hazards of and treatment for drug-and
155 alcohol-related problems. Proactive training and information shall be sponsored by the
156 District. Any employee may voluntarily seek advice, information, and assistance. Medical
157 confidentiality will be maintained consistent with this policy.

158 **G. Employee Assistance and Voluntary Referral**

- 159 1. The District strongly encourages employees who suspect they have substance abuse
160 problems to voluntarily refer themselves to a treatment program. A voluntary
161 referral is defined as being one that occurs prior to any positive test for illegal drugs,
162 prohibited substances, or alcohol under the District’s policy and prior to any other
163 violation of the policy, including a conviction of that individual for a drug- or alcohol-
164 related offense. A decision to participate in the employee assistance or other
165 treatment program will not be a protection or defense from discipline.

166 2. Any employee who voluntarily requests assistance in dealing with a personal drug
167 and/or alcohol problem may do so through a private treatment program for drug
168 and alcohol problems. An employee who is being treated for substance abuse in a
169 recognized rehabilitation program may, if the Americans with Disabilities Act (ADA)
170 applies, be entitled to reasonable accommodation so long as the employee is
171 conforming to the requirements of the program and is abstaining from the use of
172 controlled substances and/or alcohol. These situations will be addressed on a case-
173 by-case basis.

174 3. The cost of the drug or alcohol rehabilitation or treatment program shall be borne
175 by the employee and, if applicable, the employee’s insurance provider. All
176 information regarding an employee’s participation in treatment will be held in strict
177 confidence. Only information that is necessary for the performance of business will
178 be shared by the District’s management.

179 **H. Reasonable Suspicion Drug Testing**

180 1. When any administrator or manager/supervisor has reasonable suspicion that an
181 employee may be under the influence of alcohol, drugs, or prohibited substances,
182 the employee in question will be directed by the Superintendent/designee to submit
183 to drug and/or alcohol testing. This test may include a breath and/or blood test or
184 urinalysis.

185 2. The site administrator shall be responsible to determine if reasonable suspicion
186 exists to warrant drug and/or alcohol testing and shall be required to document, in
187 writing, the specific facts, symptoms, or observations which form the basis for such
188 reasonable suspicion. When possible, the documentation will be forwarded to the
189 Superintendent/designee to authorize the drug and/or alcohol test of an employee.

190 3. The Superintendent/designee shall direct an employee to undergo drug and/or
191 alcohol testing if there is reasonable suspicion that the employee is in violation of
192 the District’s policy. The employee will be placed on administrative leave with pay
193 pending results of the test.

194 An employee who is required to submit to reasonable suspicion testing:

195 a. Must sign a consent form. By consenting to testing, the employee
196 acknowledges that s/he is waiving any expectation of privacy.

197 b. Will be immediately provided transportation by the District to the location of
198 the test.

199 c. Will be advised to refrain from eating or drinking before being tested.

- 200 d. Will be provided transportation by the District or transportation arrangements
201 will be made available by the District after the employee submits to the test, or
202 refuses to be tested.

- 203 4. Circumstances which constitute a basis for determining reasonable suspicion may
204 include, but are not limited to

- 205 a. Information provided either by reliable and credible sources or independently
206 corroborated.

- 207 b. The administrator or manager/supervisor or another administrator or
208 manager/supervisor receives information from a reliable and credible source,
209 as determined by the administrator or manager/supervisor, that an employee
210 is violating the District’s policy.

- 211 c. Direct observation of drug, prohibited substance, or alcohol use while on duty.

- 212 d. The administrator or manager/supervisor or another administrator or
213 manager/supervisor directly observes an employee using drugs, prohibited
214 substances, or alcohol while an employee is on duty.

- 215 e. Employee admits using drugs, prohibited substances, or alcohol prior to
216 reporting to work or while at work.

- 217 f. Drug, prohibited substance, or alcohol paraphernalia possibly used in
218 connection with illicit drugs, prohibited substances, or alcohol found on the
219 employee’s person or at or near the employee’s work area.

- 220 g. Evidence that the employee has tampered with a previous test for drugs,
221 prohibited substances, or alcohol.

- 222 5. The following behaviors will also contribute toward reasonable suspicion and,
223 collectively or independently, on a case-by-case basis, may provide a sufficient
224 reason for requesting a test for drugs, prohibited substances, or alcohol:

- 225 a. A pattern of abnormal or erratic behavior.

- 226 This includes, but is not limited to a single, unexplainable incident of serious
227 abnormal behavior or a pattern of behavior which is radically different from
228 what is normally displayed by the employee or grossly differing from
229 acceptable behavior in the workplace.

- 230 b. Presence of physical symptoms of drug and/or alcohol use.

- 231 The administrator or manager/supervisor observes physical symptoms that
232 could include, but are not limited to, glassy or bloodshot eyes, slurred speech,

233 poor motor coordination, or slow or poor reflex responses different from what
234 is usually displayed by the employee or generally associated with common
235 ailments such as colds, sinus problems, hay fever, and diabetes.

236 c. Violent or threatening behavior.

237 **First Incident:** If an employee engages in unprovoked, unexplained, aggressive,
238 violent, and/or threatening behavior against any person, the department head
239 may request that the employee submit to drug and/or alcohol testing.

240 **Second Incident:** Whether or not an employee has previously received formal
241 counseling or disciplinary action for unprovoked, unexplained, aggressive,
242 violent, or threatening behavior, upon a second or subsequent episode of
243 similar behavior/conduct, the department head will request that the employee
244 undergo drug and/or alcohol testing.

245 d. Absenteeism and/or tardiness.

246 *If an employee has previously received disciplinary action for absenteeism*
247 *and/or tardiness, a continued poor record that warrants a second or*
248 *subsequent disciplinary action may, in combination with other relevant*
249 *behaviors, result in drug and/or alcohol testing.*

250 I. Post-Accident Testing

251 1. Each employee involved in an accident will be tested for illegal drugs, prohibited
252 substances, and alcohol as soon as possible after the accident, but after any
253 necessary emergency medical attention has been provided. Accidents that trigger
254 testing are those that result in:

255 a. Death;

256 b. Medical treatment of employee or another individual, other than first-aid;

257 c. Loss of consciousness; or

258 d. Property damage estimated to be valued at or in excess of \$1,000.

259 2. An employee who is subject to a post-accident test must sign a consent form and
260 remain readily available for testing. An employee who leaves the scene before the
261 test is administered or who does not make him/herself readily available may be
262 deemed to have refused to be tested, and such refusal shall be treated as a positive
263 test. The employee will be advised to refrain from eating or drinking before being
264 tested. Further, the employee, subject to a post-accident test, must refrain from
265 consuming alcohol for eight hours following the accident or until the employee
266 submits to an alcohol test, whichever comes first.

267 An employee who is required to submit to post-accident testing will be immediately
268 provided transportation by the District to the location of the test.

269 Upon completion of the test:

270 a. If the employee caused or contributed to the accident, or the District
271 determines there is a risk to return him/her to work, the employee will be
272 provided transportation to his/her home or the District will make
273 transportation arrangements, and the employee will be placed on
274 administrative leave with pay pending the results of this test.

275 b. If the District determines the employee did not cause or contribute to the
276 accident, the employee will be transported back to the work site (if medically
277 able) and will resume work.

278 If the test comes back positive and the District needs to conduct further
279 investigation, the employee will be placed on administrative leave with or without
280 pay.

281 Note: NRS 616C states a positive test for illegal drugs, prohibited substances
282 (including marijuana), or alcohol per limits set forth in NRS 484C can cause the
283 denial of workers' compensation claims. By consenting to post-accident testing, the
284 employee waives any expectation of privacy.

285 3. In the event an employee is so seriously injured that s/he cannot provide a blood,
286 breath, or urine specimen at the time of the accident, the employee must provide
287 necessary authorization, as soon as the employee's physical condition allows, to
288 enable the District to obtain hospital records or other documents that indicate the
289 presence of drugs, prohibited substances, or alcohol in the employee's system when
290 the accident occurred.

291 4. In the event federal, state, or local officials conducted alcohol and/or drug testing
292 following an accident, the employee will be required to sign a release allowing the
293 District to obtain the test results from such officials.

294 **J. Safety-Sensitive Positions**

295 1. The District will conduct pre-employment testing and random testing for drugs,
296 prohibited substances, and/or alcohol for positions identified as safety-sensitive by
297 the District. Successfully passing these tests is a condition of future or continued
298 employment.

299 2. Safety-sensitive positions mean employment positions which may, in the normal
300 course of business:

- 301 a. Require the employee to operate the District’s vehicles or heavy equipment or
302 private vehicle on company business on a regular and recurring basis; and/or

- 303 b. Involve job duties which, if performed with inattentiveness, errors in judgment
304 or diminished coordination, dexterity, or composure, may result in mistakes
305 that could present a real and/or imminent threat to the personal health and
306 safety of the employee, students, coworkers, and/or the public, including
307 positions that require use of dangerous tools/equipment; performance of job
308 duties at heights; use of dangerous chemicals; or carrying firearms in the
309 performance of job duties.

- 310 c. The District shall maintain a list entitled “List of Positions Designated as Safety-
311 Sensitive.” The list shall be a public record.

312 **K. Random Testing**

- 313 1. All employees in positions identified as safety-sensitive by the District, shall be
314 subject to random drugs, prohibited substances, and alcohol testing.

- 315 2. Per DOT testing guidelines for CDL holders, the District will test for drugs/prohibited
316 substances, at a minimum, 25% of the average number of employee CDL positions
317 each calendar year. The District will alcohol test, at a minimum, 10% of the average
318 number of CDL employee positions each calendar year. The selection of employees
319 for random testing shall be on a non-discriminatory basis and made from a
320 computer-based random number generator that is matched with the employee’s
321 social security number. Random testing will be unannounced, and the dates for
322 administering the tests will be spread reasonably throughout the year. Random
323 testing will be performed at any time while the employee is at work.

- 324 3. For all other safety-sensitive positions, the District will test for drugs/prohibited
325 substances, at a minimum, 25% of the average number of employee positions
326 designated as safety-sensitive each calendar year. The District will alcohol test, at a
327 minimum 25% of the average number of employee positions designated as safety-
328 sensitive each calendar year.

- 329 4. An employee selected for random testing shall proceed immediately to the test site
330 and will be advised to refrain from eating or drinking prior to the test. An employee
331 who engages in conduct which does not lead to testing as soon as possible after
332 notification may be considered to have refused to be tested.

- 333 5. Employees selected for a random test, but absent due to annual, sick leave, other
334 leave, or on urgent District business approved by their administrator or
335 manager/supervisor will not be notified to take the random test until the first day
336 they return to work after random selection.

337 6. Random selection may result in some employees being tested more than once each
338 year; some may not be tested at all.

339 **L. Return-to-Work Testing/Follow-Up Testing**

340 1. If the District agrees to continue employment of an employee who violates the
341 District's policy and then undergoes rehabilitation for drugs, prohibited substances,
342 or alcohol, the employee may, as a condition of returning to work, be required to
343 undergo follow-up testing.

344 2. Any employee subject to return-to-work testing who has a confirmed positive drug
345 or alcohol test will be in violation of this policy and subject to termination.

346 **M. Consequence of Refusal to Submit to Testing/Adulterated Specimen**

347 1. An employee who refuses to submit to testing for drugs, prohibited substances,
348 and/or alcohol, or who consents to a test but fails to appear timely at the collection
349 site or who fails to give his/her sample after reasonable opportunity to do so, or
350 engages in conduct which attempts to or does impact the validity of any such
351 testing, will be treated as a refusal to submit to a test. Such refusal shall be treated
352 as a positive test and may result in disciplinary action up to and including
353 termination.

354 2. Submission of an invalid, substituted, or adulterated specimen will be considered a
355 refusal to test and such refusal shall be treated as a positive test and may result in
356 disciplinary action up to and including termination.

357 3. A diluted positive test result shall be treated as a positive test and may result in
358 disciplinary action up to and including termination.

359 **N. Testing Guidelines**

360 1. The District may test for alcohol and illegal/prohibited substances including but not
361 limited to:

362 a. Marijuana (THC)*

363 b. Cocaine, including crack

364 c. Opioids, including heroin, codeine, morphine, hydrocodone, hydromorphone,
365 oxymorphone, and oxycodone

366 d. Amphetamines, including methamphetamines

367 e. Phencyclidine (PCP)

368 f. * Tests for marijuana for workers' compensation purposes must be a blood
369 test per requirements set forth in NRS 616C.230.

370 2. In addition to testing for the above substances, CDL holders are subject to testing for
371 the following substances:

372 a. * 6-Acetylmorphine

373 b. * MDMA (Ecstasy)

374 c. Where applicable, the District will follow federal testing procedures for drugs
375 and alcohol set forth by the Federal Department of Transportation (DOT)
376 49 CFR Part 40 and the Federal Motor Carrier Safety Regulations (FMCSR).
377 These regulations may be amended from time to time.

378 **O. Option for Drug/Prohibited Substances Retest**

379 1. No later than 72 hours after receipt of a positive test, an employee who tests
380 positive may request a confirmatory re-test of the same sample at his/her expense
381 at a certified laboratory of his/her choice.

382 2. Upon request, the medical review officer will authorize the laboratory holding the
383 employee's sample to release to a second laboratory, approved by the U.S.
384 Department of Health and Human Services, a sufficient quantity of the sample to
385 conduct a second testing analysis.

386 3. The employee will be required to authorize the laboratory to provide the District
387 with a copy of its test results. The accuracy of the test results will be verified by the
388 laboratory conducting the analysis. The results of the confirmatory test is final.

389 **P. Requirement for Drug Retest**

390 An employee who tests negative dilute will be required to immediately retest. The
391 employee will:

392 1. Be given the minimum possible advance notice of retest,

393 2. Will be accompanied by a supervisor to the collection site, and

394 3. Will not be allowed to eat or drink between the period of being noticed of the
395 retests and the actual test.

396 The retest will not be under direct observation unless directed to do so by the Medical
397 Review Officer. If the retest is also negative dilute, the test will be considered negative
398 and the District will not conduct a third test unless directed to do so by the Medical
399 Review Officer.

400 **Q. Searches**

- 401 1. If the District suspects that an employee is in possession of illegal drugs, prohibited
402 substances, alcohol, or contraband in violation of its policy, the District may search
403 District vehicles, lockers, desks, and work areas. By entering into or being present at
404 a job site while on District time or representing the District in any way, an individual
405 is deemed to have consented to such searches. If an individual is asked to submit to
406 a search and refuses, that individual will be considered insubordinate and will be
407 escorted off the job site and disciplined, as appropriate. The District may take
408 whatever legal means are necessary, consistent with this policy, to determine
409 whether alcohol, prohibited substances, or illegal drugs are located or being used on
410 District property. The District may call on law enforcement authorities to conduct an
411 investigation if deemed necessary.
- 412 2. Searches will be conducted by management personnel and may or may not be
413 conducted in the presence of the person whose property or work area is searched.
414 Any suspected contraband will be confiscated and may be turned over to law
415 enforcement as appropriate. Any person whose property is confiscated will be given
416 a receipt for that property by the District's representative conducting the search.

417 **R. Discipline Related to Abuse**

- 418 1. Employees in violation of the provisions of the District's policy and this regulation
419 will be subject to disciplinary action, up to and including termination.
- 420 2. An employee may be found to have violated the District's policy on the basis of any
421 appropriate evidence including, but not limited to
- 422 a. Direct observation of illegal use of drugs or use of prohibited substances,
423 prohibited use of alcohol, or possession of illegal drugs, prohibited substances,
424 alcohol, or related contraband;
- 425 b. Evidence obtained from an uncontested motor vehicle citation or a conviction
426 for use or possession of illegal drugs or prohibited substances, or for the use or
427 being under the influence of alcohol on the job;
- 428 c. A verified positive test result; or
- 429 d. An employee's voluntary admission.
- 430 3. Prior to determining its course of action, the District may direct an employee who
431 has tested positive to submit to an evaluation by a substance abuse professional.
432 The evaluation will attempt to determine the extent of the employee's use of or
433 dependence on the abused substance(s) and, if necessary, recommend an
434 appropriate program of treatment.

435 4. If an evaluation is conducted which results in a recommendation for treatment,
436 continued employment may, but is not required to, be allowed if the recommended
437 treatment is immediately begun and successfully completed. The treatment
438 program may include, but is not limited to, rehabilitation, counseling, and after-care
439 to prevent future substance use/abuse problems. The treatment program will not be
440 at the District's expense; however, employees may use benefits provided by
441 applicable insurance coverage. Failure by the employee to enroll, within the
442 required timeframe, in the recommended treatment program, to consistently
443 comply with the program's requirements, to complete it successfully, and/or to
444 complete any continuing care program shall be grounds for immediate termination
445 from employment.

446 5. When an employee is required to undergo treatment under the regulation, the
447 employee may be required to comply with the following as a condition of continued
448 employment:

- 449 a. Monitoring of the treatment program and the employee's participation by the
450 District;
- 451 b. Submission to return-to-work testing as required under this regulation and
452 continuing follow-up testing as provided in the Return-to-Work Testing/Follow-
453 Up Testing section above; and
- 454 c. Any other reasonable condition that the District deems necessary to maintain a
455 safe and healthy workplace for all employees.

456 Failure by the employee to enroll in a required treatment program, to consistently
457 comply with the program requirements, to successfully complete the program,
458 and/or to complete any continuing care program will be grounds for immediate
459 termination of employment.

460 6. Disciplinary action will also be taken for any job performance or behavior that would
461 otherwise be cause for disciplinary action.

462 **S. Confidentiality**

463 Positive test results may only be disclosed to the employee, the appropriate medical and
464 substance abuse treatment providers, the District's attorney, a District representative
465 when needed to respond to an alleged violation of the District's policy; individuals within
466 the District who have a need-to-know of drug and/or alcohol testing results, and a court
467 of law or administrative tribunal, as required.

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Related Forms - Appendix

Appendix A: Documentation for Reasonable Suspicion Drug/Alcohol Testing

Appendix B: Drug/Alcohol Test Informed Consent

ADOPTED: 9/13/07
REVIEWED: 12/9/08
REVIEWED:
REVIEW RESPONSIBILITY: Director of Instructional Services

APPENDIX A

CHURCHILL COUNTY SCHOOL DISTRICT

Documentation for Reasonable Suspicion Drug/Alcohol Testing

Employee Name	_____
Observation Date	_____
Time (From _____ a.m./p.m. To _____ a.m./p.m.)	
Location	_____

This checklist is to be completed when an incident has occurred which provides reasonable suspicion that an employee may have violated the Drug- and Alcohol-Free Workplace policy. You should note all pertinent behavior and physical signs or symptoms which lead you to reasonably believe that the employee has engaged in such prohibited conduct.

REASONABLE SUSPICION DETERMINED FOR ALCOHOL DRUGS

A. Nature of Incident/Cause for Suspicion

- 1. Observed/reported possession or use of a prohibited substance (including a complaint)
- 2. Apparent drug or alcohol use
- 3. Observed abnormal or erratic behavior
- 4. Arrest or conviction for drug-related and/or driving while intoxicated offense
- 5. Evidence of tampering on a previous drug and/or alcohol test
- 6. Admission by the employee of possession or use of a prohibited substance.
- 7. Other (e.g., flagrant violation of safety rules or serious misconduct, accident or "near miss," fighting or argumentative/abusive language, refusal to follow supervisor's instructions, unauthorized absence on the job) (Please specify.)

B. Behavioral Indicators Noted

- 1. Verbal abusiveness
- 2. Physical abusiveness, heightened aggressive behavior
- 3. Extreme aggressiveness or agitation
- 4. Withdrawal, depression, tearfulness, unresponsiveness, or lethargy
- 5. Inappropriate verbal response to questioning or instructions
- 6. Irritability
- 7. Mood swings
- 8. Other erratic or inappropriate behavior (e.g., hallucinations, disorientation, excessive euphoria, talkativeness, confusion). (Please specify.)

C. Physical Signs or Symptoms

- 1. Possessing, dispensing, or using prohibited substance
- 2. Slurred or incoherent/garbled speech
- 3. Unsteady gait or other loss of physical control, poor coordination, sudden falls
- 4. Dilated or constricted pupils or unusual eye movement
- 5. Bloodshot or watery eyes
- 6. Extreme fatigue or sleeping on the job
- 7. Excessive sweating or clamminess of skin
- 8. Flushed and profuse sweating or very pale face
- 9. Highly excited or nervous, hyper-excitability, restlessness
- 10. Nausea or vomiting
- 11. Odor of alcohol
- 12. Odor of marijuana
- 13. Disheveled appearance or out of uniform
- 14. Dry mouth (frequent swallowing/lip wetting)
- 15. Dizziness or fainting
- 16. Shaking hands or body tremors/twitching
- 17. Breathing irregularity or difficulty breathing (impaired respiration)
- 18. Runny nose or sores around nostrils
- 19. Inappropriate wearing of sunglasses or long-sleeved shirts
- 20. Puncture marks or “tracks”
- 21. Immediate problem with functioning
- 22. Drooling
- 23. Obvious safety rule violations
- 24. Other observed actions or behavior (State below objective evidence supporting reasonable suspicion that the employee may have or has violated the Drug- and Alcohol-Free Workplace policy. Physical evidence should be retained and stored.)
- 25. Indications of the chronic and withdrawal effects of drugs and alcohol. (Describe below.)

_____	_____	
Supervisor/Manager	Title	
_____	_____	_____
Signature	Date	Time
_____	_____	
Second Witness	Title	
_____	_____	_____
Signature	Date	Time

APPENDIX B

CHURCHILL COUNTY SCHOOL DISTRICT

DRUG/ALCOHOL TEST INFORMED CONSENT

I, _____, pursuant to a request by my department head and as a condition of employment with the Churchill County School District, hereby give my consent to this request to perform a comprehensive test to determine the absence or presence of **alcohol and/or drugs/prohibited substances (circle one or both)** pursuant to the Churchill County School District policy on a Drug- and Alcohol-Free Workplace. I give my consent to release the results of the test(s) and other related medical information to individuals within the Churchill County School District who have a need-to-know of the test results and to the use of all such reports or other related medical information by the Churchill County School District in its assessment of my employment status.

I understand that:

The department head and/or a medical review officer may request proof that I am taking a controlled substance as directed pursuant to a lawful prescription issued in my name. If requested, I must provide such proof within 72 hours.

The Churchill County School District will pay the cost of all required tests for drugs/prohibited substances and/or alcohol.

I will be notified of a positive test result in writing. The letter of notification will identify the particular substance found and its concentration level.

I have the right to request a retest of the initial specimen at a licensed laboratory of my choice, at my own expense, if I have a positive test for drugs/prohibited substances or alcohol. The results of the retest must be forwarded to me by the department head.

A positive test for drugs/prohibited substances or alcohol, or my refusal to authorize the test(s) by signing this form, take the specified test(s), or produce a specimen, may result in the referral to an Employee Assistance Program and/or disciplinary action, up to and including termination.

Check One:

- I consent to a drug/prohibited substance and/or alcohol test
- I do not consent to a drug/prohibited substance and/or alcohol test – *refusal to consent to this test may result in disciplinary action, up to and including termination.*

Employee Signature

Date

Witness Printed Name

Witness Signature

Date

EMPLOYER: If applicable, attach documentation for reasonable suspicion drug/alcohol testing.

Note: Under Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA), acquiring genetic information concerning an employee or the employee’s family members is prohibited. As a result, this notice is being provided to ask that you do not provide any genetic information when responding to this request for medical information. Genetic information may include family medical history and/or results of a genetic test for you or your family.

BOARD OF TRUSTEES
CHURCHILL COUNTY SCHOOL DISTRICT

ALCOHOL AND DRUG TESTING POLICY OF AUTHORIZED SCHOOL VEHICLE DRIVERS

Churchill County School District maintains a strong commitment to provide a safe, efficient, and productive work environment. Driver involvement with alcohol and/or drugs can be extremely disruptive and harmful to the workplace. It can adversely affect the quality of work and the performance of drivers, pose serious safety and health risks to the students, user, co-workers and the public, and have a negative impact on work efficiency and productivity.

Churchill County School District wants to ensure that drivers are in a condition to perform their duties safely and efficiently, in the interests of our students, fellow workers, and the public, as well as themselves. It is the purpose of this policy to eliminate substance abuse and its effects in the workplace.

Churchill County School District is also required to comply with Federal regulations pertaining to the attainment and maintenance of an Alcohol and Drug-Free Workplace. This includes pre-employment, random, post accident, return to work and reasonable suspicion drug and alcohol test as prescribed in the U.S. Department of Transportation (DOT), Federal Highway Administration (FHA), under Title 49 CFR Part 382 and Part 40, which outline these and other requirements for district CDL drivers. The district also requires the same testing requirements for all employees who operate district vehicles. The purpose of this program is to reduce accidents that result from the use of alcohol and/or drugs, thereby reducing fatalities, injuries and property damage.

The trustees authorize the superintendent to develop and periodically revise, as necessary, written procedure to implement the provisions of this policy in accordance with regulations stated above.

ADOPTED: 4/13/95

REVIEWED: 4/4/07; 4/15/08, 4/9/09, 3/31/10

REVISED: 3/31/00, 4/27/11, 3/14/13

LEGAL REFERENCE: U.S. Department of Transportation (DOT), Federal Highway Administration (FHA), under Title 49 CFR Part 382 and Part 40

REVIEW RESPONSIBILITY: Board of Trustees/Director of Transportation

BOARD OF TRUSTEES
CHURCHILL COUNTY SCHOOL DISTRICT

~~GROUP HEALTH INSURANCE~~

~~See Article 17-13, Master Contract between the Churchill County School District and the Churchill County Education Association; Article 13-2 of the Professional Agreement between the Churchill County School District and the Churchill County Administrator's Association; and Article XXIII of the Agreement between Churchill County School District and the Nevada Classified School Employees Association.~~

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REVIEWED: 10/5/07
REVISED: 10/13/89, 7/22/96, 3/21/01
REVIEW RESPONSIBILITY: Director of Business Services

**BOARD OF TRUSTEES
CHURCHILL COUNTY SCHOOL DISTRICT**

FAMILY AND MEDICAL LEAVE ACT

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It is the policy of the Churchill County School District to comply with the Family and Medical Leave Act (FMLA). All eligible District employees are covered by the Act. District employees must meet all of the FMLA eligibility requirements.

ADOPTED: 9/25/03
REVIEWED: 12/10/08
REVISED:
REVIEW RESPONSIBILITY: Board of Trustees/Director of Human Resources

**BOARD OF TRUSTEES
CHURCHILL COUNTY SCHOOL DISTRICT**

FAMILY AND MEDICAL LEAVE ACT

As a public employer, the Churchill County School District is covered under the Family and Medical Leave Act (FMLA), will comply with the requirements of the FMLA, and will advise employees if they meet all the FMLA eligibility requirements.

A. Eligibility

Employees who have been employed by the District for at least one (1) year and have worked for the District at least 1,250 hours during the preceding twelve (12) month period and are employed at a work site where 50 or more employees work for the District within 75 miles of that work site are eligible for family and medical leave. Employees at a rural school are not eligible for FMLA leave if that rural school has fewer than fifty (50) employees and there are no other schools within the District's jurisdiction within seventy-five (75) miles.

B. Compensation During Leave

Family and medical leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. If leave is requested for the employee's own serious health condition or for the serious health condition of the employee's spouse, child, or parent, the employee must use all of his/her accrued paid annual leave or sick leave as part of the FMLA leave. (See the applicable collective bargaining agreement for any alternate provisions which may apply.) If leave is requested for any of the other reasons identified below, an employee must use all of his/her accrued paid annual leave as part of the FMLA leave. The remainder of the leave period will then consist of unpaid FMLA leave. Unless otherwise agreed to in writing, employees are not permitted to work in an outside job during FMLA leave.

C. Intermittent or Reduced Schedule Leave

When medically necessary (as distinguished from voluntary treatments and procedures), leave may be taken on an intermittent or reduced schedule basis. Employees needing intermittent leave or reduced schedule leave must attempt to schedule their leave so as not to disrupt the District's operations. The District may require an employee on intermittent leave to transfer temporarily to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee's intermittent or reduced schedule leave. Intermittent leave and reduced schedule leave reduces the twelve (12) week entitlement only by the actual time used.

NOTE: FMLA leave that is taken for a period that ends with the school year and begins the next semester is considered consecutive rather than intermittent leave. The District will not count the period during the summer vacation when the employee would not have been required to report for duty against the employee's FMLA leave entitlement.

D. Intermittent or Reduced Schedule Leave

Definition: Instructional employees are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. The term includes teachers, athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired. The term does not include nor do the special rules apply to teacher assistants or aides who do not have as their principal job actual teaching or instructing. Furthermore, the term does not include auxiliary personnel, such as counselors, psychologists, or curriculum specialists. Also excluded are cafeteria workers, maintenance workers, and bus drivers.

The District will provide instructional employees who are on FMLA leave at the end of the school year any benefits over the summer vacation that employees would normally receive if they had been working at the end of the school year.

If an eligible instructional employee needs intermittent leave or leave on a reduced leave schedule to care for a family member or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than twenty (20) percent of the total number of working days over the period the leave would extend, the District may require the employee to choose either to:

1. Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
2. Transfer temporarily to an available alternative position, for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

If an instructional employee does not give required notice of foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the District may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the District may require the employee to delay the taking of leave until the notice provision is met.

E. Duration of and Reasons for Leave

Any eligible employee, as defined above, may be granted a total of twelve (12) weeks of unpaid family and medical leave (during a rolling twelve [12] month period measured backward from the date an employee uses any FMLA leave) for the following reasons:

1. The birth of the employee's child and in order to care for the child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, child, or parent who has a serious health condition; or
4. An employee's serious health condition that prevents the employee from performing the functions of his/her job. Serious health conditions may include conditions resulting from job-related injuries and/or illnesses.

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77 Unpaid FMLA leave will run concurrently with paid vacation, sick, and/or personal leave,
78 unless otherwise prohibited by any relevant collective bargaining agreement. Unpaid
79 FMLA leave may also run concurrently with workers' compensation leave or other
80 benefits. The entitlement to family and medical leave for the birth or placement of a child
81 for adoption or foster care will expire twelve (12) months from the date of the birth or
82 placement. If both an employee and his/her spouse are employed by the District, their
83 combined time off may not exceed twelve (12) work weeks during any twelve (12) month
84 period for the birth, adoption, or foster care, or care of a parent with a serious health
85 condition. Each spouse is, however, eligible for the full twelve (12) weeks within a twelve
86 (12) month period to care for a son, daughter, or spouse with a serious health condition.

87 **F. Application for Leave**

88 In all cases, an employee requesting leave must complete the District's approved leave
89 form (reference: Application for Family or Medical Leave) and return it to the
90 administration office. The completed application must state the reason for the leave, the
91 expected duration of the leave, and the starting and ending dates of the leave.

92 The District may require the use of FMLA leave for any absence which would otherwise
93 qualify as FMLA leave, even if no formal application for such leave was made by the
94 employee, provided notice is given to the employee (reference: Response to Employee's
95 Application for FMLA Leave – if employee has applied for FMLA leave, or Notice Placing an
96 Employee on FMLA Leave – if no application for FMLA leave was made).

97 **G. Notice of Leave**

98 An employee intending to take family or medical leave because of an expected birth or
99 placement, or because of a planned medical treatment, must submit an application for
100 such leave at least thirty (30) days before the leave is to begin. If a requested leave will
101 begin in less than thirty (30) days, the employee must give notice to his/her immediate
102 administrator/supervisor as soon as the necessity for the leave is known. Reasonable
103 advance notice is required for all leaves, even if the event necessitating the leave is not
104 foreseeable.

105 **H. Medical Certification of Leave**

106 An application for leave based on the serious health condition of the employee or the
107 employee's spouse, child, or parent must be supported by an District approved "medical
108 certification statement" (reference: *Certification of Health Care Provider - Long Form or*
109 *Short Form*) completed by the treating health care provider. The certification must state
110 the date on which the health condition commenced, the probable duration of the
111 condition, and the medical facts regarding the condition.

112 If the employee is needed to care for a spouse, child, or parent, the certification must so
113 state, along with an estimate of the amount of time the employee will be needed. If the
114 employee has a serious health condition, the certification must state that the employee
115 cannot perform the functions of his/her job.

116

117 If the District questions the validity of the certification, the District may require, at its
118 expense, that the employee obtain a second opinion. If the second opinion conflicts with
119 the original opinion, the District may require, at its expense, that the employee obtain the
120 opinion of a third health care provider designated or approved jointly by the District and
121 the employee. This third opinion will be considered final and binding on both parties. The
122 District may require the employee to obtain subsequent recertification on a reasonable
123 basis. Any employee on FMLA leave must notify his/her supervisor periodically of his/her
124 status and intention to return to work. The supervisor/administrator has the authority to
125 determine how often the employee must provide this notification.

126 I. Benefits Coverage During Leave

127 During a period of family or medical leave, the District will retain an employee on the
128 District's health plan under the same conditions that would apply if the employee were
129 not on family or medical leave. To continue health coverage, the employee must continue
130 to make any contributions that s/he would otherwise be required to make. Failure of the
131 employee to pay his/her share of the health insurance premium may result in loss of
132 coverage.

133 If the employee fails to return to work after the expiration of the family or medical leave,
134 the employee will be required to reimburse the District for payment of health insurance
135 premiums during the leave, unless the reason the employee cannot return is due to
136 circumstances beyond the employee's control. The definition of "beyond the employee's
137 control" includes a large variety of situations, such as: the employee being subject to
138 layoff, continuation, recurrence, or the onset of an FMLA qualifying event, or the
139 unexpected relocation of more than 75 miles from the District's worksite.

140 An employee is not entitled to the accrual of any seniority or employment benefits during
141 any unpaid leave. An employee who takes family or medical leave will not lose any
142 seniority or employment benefits that accrued before the date the leave began

143 J. Restoration to Employment

144 Upon returning to work, an employee on family or medical leave will be restored to
145 his/her most recent position or to a position with equivalent pay, benefits, and other
146 terms and conditions of employment. The District cannot guarantee that an employee will
147 be returned to his/her original job. The District will determine whether a position is an
148 "equivalent position" as well as how an employee is to be restored to "an equivalent
149 position" upon return from FMLA leave on the basis of school board policies and practices,
150 and collective bargaining agreements regarding transfers and reassignments. The
151 established policies and collective bargaining agreements relied on by the District as a
152 basis for restoration must be in writing, must be made known to the employee prior to
153 the taking of FMLA leave, and must clearly explain the employee's restoration rights upon
154 return from leave.

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156 **K. Return from Leave**

157 An employee must complete the District's notice of intent to return from FMLA leave
158 (reference: *Notice of Intent to Return from FMLA Leave*) before s/he will be returned to
159 active status. If an employee wishes to return to work prior to the expiration of a family or
160 medical leave absence, s/he must notify the administrator/supervisor at least five (5)
161 working days prior to the employee's planned return. Employees may be required to
162 provide a fitness-for-duty certification prior to returning to work if the family or medical
163 leave of absence was due to the employee's own serious health condition.

164 **L. Failure to Return from Leave**

165 Failure of an employee to return to work upon the expiration of a family or medical leave
166 absence will subject the employee to disciplinary action, up to and including termination,
167 unless the District has granted an extension. An employee who requests an extension of
168 family or medical leave due to the continuation, recurrence, or onset of his/her own
169 serious health condition, or of the serious health condition of the employee's spouse,
170 child, or parent, must submit a request for an extension, in writing, to the employee's
171 immediate administrator or supervisor. This written request should be made as soon as
172 the employee realizes that s/he will not be able to return at the expiration of the leave
173 period. Any additional time granted or extended will not be considered as FMLA. Rather,
174 such time will be characterized as either paid or unpaid leave, thereby ending the
175 District's return to duty obligations included in Section II.B.j. Nothing in this policy limits
176 District's obligations of reasonable accommodation under the Americans with Disabilities
177 Act.

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191 ADOPTED: 9/25/03

192 REVIEWED: 12/10/08

193 REVISED:

194 REVIEW RESPONSIBILITY: Director of Human Resources

SAMPLE FORM

Application for Family or Medical Leave

Employee Name: _____ Date of Request: _____

Department: _____ Position Title: _____

Your Date of Hire: _____

I request a family / medical leave for the following reason (check one):

- _____ A. A serious health condition that makes me unable to perform the essential functions of my job. **(Must submit "Certification of Health Care Provider" within 15 days.)**
- _____ B. To care for spouse, child, or parent with a serious health condition. **(Must submit "Certification of Health Care Provider" within 15 days.)**
- _____ C. The birth of a child and in order to care for such child or the placement of a child for adoption or foster care.

Date leave is requested to begin: _____ Requested ending date of leave: _____

Type of leave requested:

- _____ A. Leave will be taken for a period of consecutive workdays.
- _____ B. Leave will be taken on an intermittent schedule or require a reduced work schedule. **(Must submit "Certification of Health Care Provider" within 15 days.)**
(Specify schedule) _____

Conditions: (Please initial each section)

_____ If the duration of my family / medical leave (total of paid and unpaid time) does not exceed 12 weeks, I will be returned to my same or an equivalent position. I understand that if my family / medical leave should exceed 12 weeks, I will be returned to my same or similar position, only if available, in accordance with applicable laws. If my same or similar position is not available, I understand that I may be terminated.

_____ I hereby authorize a physician on behalf of the Churchill County School District to contact my physician to verify the reason for my requested leave or for any other information necessary to evaluate my requested leave pursuant to the Family and Medical Leave Act.

_____ I understand that a failure to return to work at the end of my leave period may be treated as a resignation unless an extension has been agreed upon and approved in writing by the Churchill County School District.

I certify that I have received a copy and understand the requirements and conditions set forth in the Churchill County School District Family and Medical Leave policy.

Employee Signature: _____ Date: _____

APPROVED BY:

Signature: _____ Title: _____ Date: _____

SAMPLE FORM

RESPONSE TO EMPLOYEE’S APPLICATION FOR FMLA LEAVE

TO: _____
(Employee’s Name)

FROM: _____
(Name of Appropriate Employer Representative)

DATE: _____

SUBJECT: Application for Family / Medical Leave Act

On _____ [date], you notified us of your need to take family / medical leave due to:

- A serious health condition that makes you unable to perform the essential functions of your job; or
- A serious health condition affecting your spouse, child, parent for which you are needed to provide care; or
- The birth of a child, or the placement of a child with you for adoption or foster care.

You notified us that you need this leave beginning on _____ [date] and that you expect the leave to continue until on or about _____ [date].

Except as explained below, you have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you will be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

This is to inform you that: *(check appropriate boxes; explain where indicated)*

1. You are eligible not eligible for leave under the FMLA.
2. The requested leave will will not be counted against your annual FMLA leave entitlement.
3. You will will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by _____ [date] (must be at least 15 days after you are notified of this requirement) or we may delay the commencement of your leave until the certification is submitted.
4. We will will not require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used, the following conditions will apply: (Explain)
5. Your health benefits will be maintained during your FMLA leave under the same conditions as if you continued to work. Additionally:

- (a) If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: _____. (Specify dates, e.g., the 10th of each month, pay periods, etc. -- whatever has been agreed upon with the employee.)
 - (b) You have a minimum 30-day (or indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave and recover these payments from you upon your return to work. We will will not pay your share of health insurance premiums while you are on leave.
 - (c) We will will not do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA leave. If we do pay your premiums for other benefits, when you return from leave you will will not be expected to reimburse us for the payments made on your behalf.
6. You will will not be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until certification is provided.
 7. (a) You are are not a “key employee” as described in Section 825.218 of the FMLA regulations. If you are a “key employee,” restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous injury to us.
 (d) We have have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (Explain below whether (a) and/or (b). See Section 825.219 of the FMLA regulations.)
 8. While on leave, you will will not be required to furnish us with periodic reports every _____ (indicate interval of periodic reports as appropriate for the particular leave situation) of your status and intent to return to work (see Section 825.309 of the FMLA regulations). If the circumstances of your leave change and you are able to return to work earlier than the date indicated on page 1 of this form, you will will not be required to notify your supervisor at least two workdays prior to the date you intend to report for work.
 9. You will will not be required to furnish recertification relating to a serious health condition. (Explain below, if necessary, including the interval between certifications as prescribed in Section 825.308 of the FMLA regulations.)
 10. You must seek and receive extensions to the FMLA leave, in writing, before the expiration date of your current leave. Unless otherwise agreed to in writing in advance of the leave, you may not work for another employer during the term of your FMLA leave.

If you have any questions, please contact _____.

SAMPLE FORM

NOTICE PLACING AN EMPLOYEE ON FMLA LEAVE

TO: _____
(Employee's Name)

FROM: _____
(Name of Appropriate Employer Representative)

DATE: _____

SUBJECT: Family and Medical Leave Act Status of Absence

From the facts known to us at this time, your absence qualifies under the Family and Medical Leave Act. Therefore, you are notified that your leave (FMLA) will begin on _____ (date) and will continue for up to a maximum of _____ weeks presuming the leave remains FMLA qualified.

The reason for the FMLA leave is:

- A serious health condition that makes you unable to perform the essential functions of your job; or
- A serious health condition affecting your spouse, child, parent for which you are needed to provide care; or
- The birth of a child, or the placement of a child with you for adoption or foster care.

Except as explained below, you have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period for the reasons listed above. Also, your health benefits will be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you will be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

This is to inform you that: (check appropriate boxes; explain where indicated)

1. You are eligible not eligible for leave under the FMLA.
2. The leave will will not be counted against your annual FMLA leave entitlement.
3. You will will not be required to furnish medical certification of a serious health condition. If required, you must furnish certification by _____ (date) (must be at least 15 days after you are notified of this requirement).

4. We **will** **will not** require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used, the following conditions will apply: *(Explain)*
5. Your health benefits will be maintained during your FMLA leave under the same conditions as if you continued to work. Additionally:
- (a) If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. To make arrangements for payments, contact _____ or arrangements for payment have been discussed with you and it is agreed that you will make premium payments on _____. *(Specify dates, e.g., the 10th of each month, pay periods, etc. – whatever has been agreed upon with the employee.)*
- (b) You have a minimum 30-day *(or indicate longer period, if applicable)* grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave and recover these payments from you upon your return to work. We **will** **will not** pay your share of health insurance premiums while you are on leave.
- (c) We **will** **will not** do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA leave. If we do pay your premiums for other benefits, when you return from leave you **will** **will not** be expected to reimburse us for the payments made on your behalf.
6. You **will** **will not** be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until certification is provided.
7. (a) You **are** **are not** a “key employee” as described in Section 825.218 of the FMLA regulations. If you are a “key employee,” restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial & grievous injury to us.
- (b) We **have** **have not** determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. *(Explain below whether (a) and/or (b). See Section 825.219 of the FMLA regulations.)*
8. While on leave, you **will** **will not** be required to furnish us with periodic reports every _____ *(indicate interval of periodic reports as appropriate for the particular leave situation)* of your status and intent to return to work *(see Section 825.309 of the FMLA regulations)*. If the circumstances of your leave change and you are able to return to work earlier, you **will** **will not** be required to notify your supervisor at least two workdays prior to the date you intend to report for work.
9. You **will** **will not** be required to furnish recertification relating to a serious health condition. *(Explain below, if necessary, including the interval between certifications as prescribed in Section 825.308 of the FMLA regulations.)*
10. You must seek and receive extensions to the FMLA leave, in writing, before the expiration date of your current leave. Unless otherwise agreed to in writing in advance of the leave, you may not work for another employer during the term of your FMLA leave.

If you have any questions, please contact _____.

SAMPLE FORM

NOTICE OF INTENTION TO RETURN FROM FMLA LEAVE

TO: _____
(Supervisor's Name)

FROM: _____
(Employee's Name)

DATE: _____

SUBJECT: Notice Of Intention to Return from FMLA Leave

I have been on FMLA leave since _____ (Date Leave Began).

I plan to return to work on _____ (Date of Planned Return).

I understand my return is subject to the following:

1. I was was not required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, my return to work may be delayed until certification is provided.
2. I will be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment.
3. I will be entitled to the accrual of any seniority or employment benefits during the period of leave that I would otherwise accrue on other forms of leave (paid or unpaid, as appropriate).

Employee's Signature Date

I have examined _____, have reviewed the attached written job description, and certify that s/he is fully able to resume working.

Health Care Provider's Signature Date

SAMPLE FORM

CERTIFICATION OF HEALTH CARE PROVIDER

1. Name of Employee: _____

2. Name of Patient (if different from Employee): _____

3. The attached sheet describes what is meant by a **“serious health condition”** under the Family and Medical Leave Act. Does the patient’s conditionⁱ qualify under any of the categories described? If so, please check the applicable category.

1) _____ 3) _____ 5) _____ None of the above _____

2) _____ 4) _____ 6) _____

4. Describe the **medical facts** which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories.

5. a) State the approximate **date** the condition commenced, and the probable **duration** of the condition (and also the probable duration of the patient’s present **incapacity**¹ if different):

b) Will it be necessary for the employee to take work only **intermittently or to work on a less than full schedule** as a result of the condition (including for treatment described in Item 6 below)? _____ If yes, give the probable duration:

c) If the condition is a **chronic condition** (condition #4) or **pregnancy**, state whether the patient is presently incapacitated² and the likely duration and frequency of **episodes of incapacity**ⁱⁱ:

- 6. a) If additional **treatments** will be required for the condition, provide an estimate of the probable number of such treatments:

If the patient will be absent from work or other daily activities because of **treatment** on an **intermittent** or **part-time** basis, also provide an estimate of the probable number and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery, if any:

- b) If any of these treatments will be provided by **another provider of health services** (e.g., physical therapist), please state the nature of the treatments:

- c) **If a regimen of continuing treatment** by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

- 7. a) If medical leave is required for the employee's **absence from work** because of the **employee's own condition** (including absences due to pregnancy or a chronic condition), is the employee **unable to perform** work of any kind? _____

- b) If able to perform some work, is the employee **unable to perform any one or more of the essential functions of the employee's job** (see attached job description)? _____ If yes, please list the essential functions the employee is unable to perform:

- c) If neither a) or b) applies, is it necessary for the employee to be **absent from work for treatment**? _____

8. a) If leave is required to **care for a family member** of the employee with a serious health condition, **does the patient require assistance** for basic medical or personal needs or safety, or for transportation? _____

b) If no, would the employee’s presence to provide **psychological comfort** be beneficial to the patient or assist in the patient’s recovery? _____

c) If the patient would need care only **intermittently** or on a part-time basis, please indicate the probable **duration** of this need:

Signature of Health Care Provider

Type of Practice

Address

Telephone Number

TO BE COMPLETED BY THE EMPLOYEE NEEDING FAMILY LEAVE TO CARE FOR A FAMILY MEMBER:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule.

Employee’s Signature

Date

A “***Serious Health Condition***” means an illness, injury impairment, or physical or mental condition that involves one of the following:

1. Hospital Care:

Inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity² or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment:

A period of incapacity² of ***more than three consecutive calendar days*** (including any subsequent treatment or period of incapacity² relating to the same condition), that also involves:

- 1) ***Treatmentⁱⁱⁱ two or more times*** by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- 2) ***Treatment*** by a health care provider on ***at least one occasion*** which results in a ***regimen of continuing treatment^{iv}*** under the supervision of the health care provider.

3. Pregnancy:

Any period of incapacity due to ***pregnancy***, or for ***prenatal care***.

4. Chronic Conditions Requiring Treatments:

A ***chronic condition*** which:

- 1) Requires ***periodic visits*** for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
- 2) Continues over an ***extended period of time*** (including recurring episodes of a single underlying condition; and
- 3) May cause ***episodic*** rather than a continuing period of incapacity² (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent / Long-Term Conditions Requiring Supervision:

A period of **incapacity²** which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions):

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, or for a condition that **would likely result in a period of incapacity² of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

ⁱ Here and elsewhere on this form, the information sought relates **only** to the condition for which the employee is taking FMLA leave.

ⁱⁱ **"Incapacity"** for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

ⁱⁱⁱ Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

^{iv} A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

NRS 281.210 Officers of State, political subdivision and Nevada System of Higher Education prohibited from employing relatives; exceptions; penalties.

1. Except as otherwise provided in this section, **it is unlawful for any person acting as a school trustee**, state, township, municipal or county officer, or as an employing authority of the Nevada System of Higher Education, any school district or of the State, any town, city or county, or for any state or local board, agency or commission, elected or appointed, **to employ** in any capacity on behalf of the State of Nevada, or any county, township, municipality or school district thereof, or the Nevada System of Higher Education, **any relative** of such a person or of any member of such a board, agency or commission **who is within the third degree of consanguinity or affinity.**

2. **This section does not apply:**

(a) To school districts, when the teacher or other school employee is not related to more than one of the trustees or person who is an employing authority by consanguinity or affinity and receives a unanimous vote of all members of the board of trustees and approval by the Department of Education.

(b) To school districts, when the teacher or other school employee has been employed by an abolished school district or educational district, which constitutes a part of the employing county school district, and the county school district for 4 years or more before April 1, 1957.

(c) To the spouse of the warden of an institution or manager of a facility of the Department of Corrections.

(d) To relatives of officers and employees who are blind of the Bureau of Services to Persons Who Are Blind or Visually Impaired of the Rehabilitation Division of the Department of Employment, Training and Rehabilitation when those relatives are employed as automobile drivers for those officers and employees.

3. Nothing in this section:

(a) Prevents any officer in this State, employed under a flat salary, from employing any suitable person to assist in any such employment, when the payment for the service is met out of the personal money of the officer.

(b) Disqualifies any widow with a dependent as an employee of any officer or board in this State, or any of its counties, townships, municipalities or school districts.

4. A person employed contrary to the provisions of this section must not be compensated for the employment.

5. Any person violating any provisions of this section is guilty of a gross misdemeanor.

[1:75:1925; A 1927, 43; 1935, 172; [1951, 22](#)] + [2:75:1925; NCL § 4852] + [3:75:1925; NCL § 4853] — (NRS A [1957, 704](#); [1960, 369](#); [1963, 1178](#); [1967, 549](#); [1969, 227](#); [1973, 563, 1406](#); [1975, 554](#); [1977, 870](#); [1989, 1958](#); [1993, 374, 1550](#); [1995, 579](#); [1997, 1171](#); [1999, 174](#); [2001 Special Session, 234, 235](#); [2003, 289, 306, 1131, 1132](#))

BOARD OF TRUSTEES
CHURCHILL COUNTY SCHOOL DISTRICT

1

CODE OF CIVILITY AND ETHICAL STANDARDS

2 The ~~electd and appointed officers and all employees of~~ Churchill County School District Board
3 of Trustees recognizes that holding public office and/or employment is a public trust. To
4 preserve that trust, the District demands the highest code of conduct and ethical standards and
5 compliance with all federal, state, and local laws. The purpose of this policy is to define and
6 establish the standards of civil and ethical conduct that are required of ~~the District's public~~
7 officials, employees, representatives and volunteers ~~employees~~ so as to ensure their
8 professional integrity and respectful conduct in the performance of their duties.

9 Code of Civility

10 The officers, employees, representatives and volunteers of the District ~~must~~shall comply with
11 the following provisions to the extent they do not impact First Amendment free speech or
12 other constitutional rights. This list is not all-inclusive, but simply provides the basic level of
13 conduct expected. The officers, employees, representatives and volunteers of the District must:

- 14 • ~~All officers and employees shall c~~Conduct themselves with honesty and integrity in the
15 course of performing their duties and responsibilities; ~~;~~
- 16 • Refrain from providing instruction promoting any particular religious, sectarian, or
17 denominational belief;
- 18 • ~~They shall a~~Act with care and diligence in the course of their employment; ~~;~~
- 19 • ~~They shall t~~Treat everyone, including students, coworkers, subordinates, supervisors,
20 and the public, with the utmost professionalism and courtesy; ~~;~~
- 21 • ~~They shall comply with all applicable federal, state, and local laws.~~
- 22 • ~~They shall c~~Comply with any lawful and reasonable direction given by someone in the
23 employee's agency who has authority to give the direction; ~~;~~
- 24 • ~~They shall M~~Maintain appropriate confidentiality; ~~;~~
- 25 • ~~U~~They shall disclose, and take reasonable steps to avoid any actual or potential conflict
26 of interest in connection with their employment.
- 27 • ~~They shall u~~use District resources in a proper manner; ~~;~~
- 28 • ~~N~~They shall not provide false or misleading information in response to a request for
29 information that is made for official purposes in connection with their employment; ~~;~~
- 30 • ~~They shall, at all times, a~~Act at all times in a way that upholds the values and the
31 integrity and good reputation of the District; and; ~~;~~

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34

- ~~They shall~~ Ce comply with any other conduct requirement that is prescribed by the District.

35 [Ethical Standards](#)

36 ~~In addition, consistent~~[The officers, employees, and representatives of the District must comply](#)
37 with the provisions of NRS 281A.400, ~~and NRS 281.230, and 281.210 and the following a~~Code
38 of Ethical Standards.

39 ~~is hereby established to govern the conduct of the District's officials and employees.~~

- 40 • No official or employee shall seek or accept any gift, service, favor, employment,
41 engagement, emolument or economic opportunity, for the public officer or employee or
42 any person to whom the public officer or employee has a commitment in a private
43 capacity, which would tend improperly to influence a reasonable person in his/her
44 position to depart from the faithful and impartial discharge of his/her District duties.
- 45 • No official or employee shall use his/her position with the District to secure or grant
46 unwarranted privileges, preferences, exemptions, or advantages for him/herself, any
47 business entity in which he/she has a significant pecuniary interest, or any other person
48 [to](#) whom he/she has a commitment in a private capacity.
- 49 • No official or employee shall participate as an agent of the District in the negotiation or
50 execution of a contract between the District and the public officer or employee [or](#) any
51 business entity in which he/she has a significant pecuniary interest or any person to
52 whom the public officer or employee has a commitment in a private capacity.
- 53 • No official or employee shall accept any salary, retainer, augmentation, expense
54 allowance, or other compensation from any private source, for him/herself or any
55 person to whom the public officer or employee has a commitment in a private capacity,
56 for the performance of his/her duties as an official or employee.
- 57 • [If an official or employee acquires, through his/her District duties or relationships, any](#)
58 [information which by law or practice is not at the time available to people generally,](#)
59 [he/she shall](#)~~shall~~[must](#) not use such information to further his/her own significant pecuniary
60 interests or the pecuniary interests of any other person or business entity.
- 61 • [Officers and employees must disclose and take reasonable steps to avoid any actual or](#)
62 [potential conflict of interest in connection with their employment.](#)
- 63 • No official or employee shall suppress any District report or other official document
64 because it might tend to affect unfavorably his/her own significant pecuniary interest or
65 any other person to whom he/she has a commitment in a private capacity.
- 66 • No official or employee shall use District time, property, equipment, or other facility to
67 benefit his/her significant personal or pecuniary interest or any person to whom he/she
68 has a commitment in a private capacity.

- 69 • No official or employee shall attempt to benefit a significant personal or pecuniary
70 interest(s) for him/herself or any person to whom the public officer or employee has a
71 commitment in a private capacity through influence of a subordinate.

- 72 • No official or employee shall seek other employment or contracts for him/herself or any
73 person to whom the public officer or employee has a commitment in a private capacity
74 through the use of his/her official position.

- 75 • The Board of Trustees must not authorize employment of any individual who is related
76 to one of them within the third degree of consanguinity or affinity unless the
77 prospective employee is not related to more than one of the trustees and receives a
78 unanimous vote of all members of the Board of Trustees and approval by the
79 Department of Education.

- 80 • An officer or employee must not be involved in the hiring process of an applicant who is
81 related to him or her within the third degree of consanguinity or affinity or of an
82 applicant to whom the officer or employee has any other commitment in a private
83 capacity.

- 84 • The Board of Trustees recognizes that an inherent conflict of interest and appearance of
85 impropriety arises when an administrator or supervisor evaluates or supervises another
86 employee who is within the third degree of consanguinity or affinity, or with whom the
87 evaluator is currently involved in an intimate or romantic relationship. Such a
88 relationship between evaluator and employee taints the evaluation process, negatively
89 impacts the District's credibility, adversely affects employee morale and productivity,
90 and compromises the District's objective of promoting qualified employees on a fair and
91 objective basis.
 - 92 ○ The District shall not employ any individual in a position that would be directly
93 supervised and evaluated by any relative within the third degree of
94 consanguinity or affinity. However, the District may so hire when authorized by a
95 vote of the Board of Trustees after receipt by the Board of a written request
96 from the administrator or supervisor seeking to hire or assign such individual.
97 The written request must delineate some special, significant, and convincing
98 reason or specific circumstance to justify such hiring or assignment as reasonable
99 and in the best interest of the District.

 - 100 ○ The District will not permit a spouse or domestic partner to evaluate his or her
101 spouse or domestic partner.

 - 102 ○ If a change occurs in a relationship which creates a violation of this policy, both
103 individuals must report the change to the Superintendent or Human Resources
104 Director within 30 days of the change. The District then has the right to transfer
105 one of the employees to another department or area of responsibility.

- 106 ○ For purposes of this policy, “intimate or romantic relationship” includes dating,
107 sexual contact of any type, or any other similar private activity which may
108 compromise an employee’s ability to evaluate the other employee effectively
109 and impartially.
- 110 ● An official or employee ~~shall~~must not, in any manner, directly or indirectly, receive any
111 commission, personal profit, or compensation of any kind resulting from any contract or
112 other transaction in which the District is in any way interested or affected except:
- 113 1. A member of any board, commission, or similar body who is engaged in the
114 profession, occupation, or business regulated by the board, commission, or body
115 may, in the ordinary course of his/her business, bid on or enter into a contract with
116 any governmental agency, except the board, commission, or body of which he/she is
117 a member, if he/she has not taken part in developing the contract plans or
118 specifications and he/she ~~shall~~must not be personally involved in opening,
119 considering, or accepting offers.
- 120 2. A public officer or employee, other than an officer or employee described above,
121 may bid on or enter into a contract with a governmental agency if the contracting
122 process is controlled by rules of open competitive bidding, the sources of supply are
123 limited, he/she has not taken part in developing the contract plans or specifications,
124 and he/she ~~shall~~must not be personally involved in opening, considering, or
125 accepting offers.

126 For purposes of this policy, “commitment in a private capacity” with respect to the interests of
127 another person has the same definition found in NRS 281A.065, which is: “a commitment,
128 interest or relationship of a public officer or employee to a person:

129 1. Who is the spouse or domestic partner of the public officer or employee;
130 2. Who is a member of the household of the public officer or employee;
131 3. Who is related to the public officer or employee, or to the spouse or domestic partner
132 of the public officer or employee, by blood, adoption, marriage or domestic partnership within
133 the third degree of consanguinity or affinity;
134 4. Who employs the public officer or employee, the spouse or domestic partner of the
135 public officer or employee or a member of the household of the public officer or employee;
136 5. With whom the public officer or employee has a substantial and continuing business
137 relationship; or
138 6. With whom the public officer or employee has any other commitment, interest or
139 relationship that is substantially similar to a commitment, interest or relationship described in
140 subsections 1 to 5, inclusive.”

142 Violations of any of the above provisions may result in disciplinary action, up to and including
143 termination.

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158 ADOPTED: 2/14/18

159 REVIEWED:

160 REVISED:

161 REVIEW RESPONSIBILITY: Board of Trustees / Superintendent