



Oakdale Public School Board of Education Special Meeting  
Thursday, February 4, 2021  
10:00 AM

Fine Arts Building - Auditorium, 10901 N. Sooner, 5701 E Hefner, Edmond, Oklahoma 73013

1. **ROUTINE ITEMS:**

- Call to Order
- Roll Call
- Establishment of Quorum
- Possible vote to approve agenda

2. **WORK SESSION:** Discussion, planning, and preparing the scope /sequence for a new strategic master plan including establishing a process to select a firm to prepare the master plan.

3. **ACTION ITEM:** Consideration, discussion and possible action on suggested revisions of Board of Education Policy Book: Section D as prepared by OSSBA legal services.

Policies in Section D include various personnel related policies:

- DAA Nondiscrimination
- DAAC Federal Programs Complaint Resolution
- DABB Records Investigation
- DBA Paraprofessionals
- DBAA Title 1 & Special Ed Paraprofessionals
- DBCA Standards of Performance and Conduct for Teachers
- DBD Conflicts of Interest
- DC Employment Practices
- DCC Drug-Free Workplace
- DCC-R Workplace Drug and Alcohol Testing
- DCC-E1 Drug-Free Workplace Notice to Employees
- DDC Employee Resignations and Reference Requests
- DDCA Acceptance of Letters of Resignation
- DE-R1 Salary Schedules
- DEC Personnel Leave Program
- DEC-R1 Sick Leave Certified Personnel
- DEC-R2 Sick Leave Support Personnel
- DEC-R3 Personal Business Leave
- DEC-R4 Emergency Leave
- DEC-R5 Jury Duty Service and Witness Leave
- DEC-R6 Military Leave
- DECA Family Medical Leave
- DEE Expense Reimbursement
- DEE-R1 Travel and Expenses
- DEEC Student Activities Expense Reimbursement
- DHAC Staff Members and Social Networking Sites
- DIAF Hygiene and Sanitation

- DIAF-R Hygiene and Sanitation / Bloodborne Pathogens
- DIAF-P Hygiene and Sanitation/Procedures
- DMB Professional Growth and Development
- DMB-R1 Professional Growth and Development Regulations
- DNA Teacher Evaluations
- DNAA Evaluation of Administrative Personnel
- DNB Personnel Files Certified Staff
- DO Termination of Employment-Teachers
- DO-R Teacher Termination Procedures
- DOAC Support Personnel Suspension, Demotion, Nonrenewal or Termination
- DOCA Reduction in Force- Certified Personnel
- DOCB Reduction in Force- Support Personnel
- DPAO Director of Federal Programs

4. **ADJOURNMENT**

## EMPLOYEE RESIGNATIONS AND REFERENCE REQUESTS

It is the policy of the Oakdale Board of Education that any employee may submit a written resignation from employment with the school district. The resignation must be written, dated, and signed. It must specify the date upon which the resignation is to be effective. ~~The resignation must be mailed to the superintendent by certified mail, return receipt requested, or personally delivered to the superintendent's office and an acknowledgment of receipt inscribed on the face of the resignation.~~ Furthermore, it is the policy of the board of education that teacher resignations must be tendered no later than fifteen (15) days after the first Monday in June.

Any individual who is a school employee, contractor, or agent of the school district is prohibited from assisting a school employee, contractor, or agent in obtaining a new job, if the individual has probable cause to believe that such employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law. This prohibition shall not apply if:

1. The information giving rise to probable cause has been properly reported to a law enforcement agency with jurisdiction over the alleged misconduct; and
2. The information giving rise to probable cause has been properly reported to any other authorities as required by Federal, State, or local law; and
3. The matter has been officially closed or the prosecutor or police with jurisdiction over the alleged sexual misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law; and
4. The school employee, contractor, or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or
5. The case or investigation remains open and there have been no charges filed against, or indictment of, the school employee, contractor, or agent within four (4) years of the date on which the information was reported to a law enforcement agency.

The routine transmission of administrative and personnel files is not considered assisting a school employee in obtaining a new job and will be exempt from the requirements of the procedure listed above.

**REFERENCE: 70 O.S. §6-101**  
**20 U.S.C. § 7926**

**SALARY SCHEDULES**

Teachers

When employed, teachers will be placed on the appropriate salary step on the teachers' salary schedule that corresponds to the number of years of experience credited by the State Department of Education.

Retired teachers that are employed by the school district shall not be placed on the minimum salary schedule but shall be compensated in accordance with the terms of a written contract entered into with the school district.

Administrators

All administrators, when employed, will be placed on the appropriate step of the administrators' salary schedule. Upon recommendation of the superintendent and approval by the board, newly hired administrators may be placed on a salary schedule based upon individual building criteria such as enrollment, supervision of extracurricular activities, number of teachers, and length of school year contract.

Documentation

Certified employees who begin their employment prior to providing all official documentation required of their position shall be compensated at a daily rate of pay equal to that of a substitute teacher. Official documentation provided within the first 35 teaching days of employment establishing retroactive qualification for the position shall result in a salary adjustment retroactive to the first of the semester. Official documentation provided after the above dates will result in salary adjustment on the date of receipt of such documentation.

Advancement

School district employees shall advance on the salary schedule at the rate of one year for each year of creditable service after initial employment. For salary advancement purposes only, a year of creditable service must be at least 120 days.

Out-of-State Experience

Individuals who are employed by the school district shall be provided with credit for —each years of verified out-of-state teaching experience from an accredited school.

All employee compensation shall be addressed in the employment and/or extra duty contract. Employee compensation shall be reasonable for the services rendered.

The district's salary schedule is incorporated into this policy and shall be available in the superintendent's office. The salary schedule shall remain the same until such time as the board takes official action in a lawfully convened meeting, under an appropriately worded agenda item to modify the salary schedule.

**LEGAL REFERENCE:      2 C.F.R. §430(a)(1).**

**PROFESSIONAL GROWTH AND DEVELOPMENT  
(REGULATION)**

In accordance with the policy of the board of education, the following regulation shall govern professional development.

Professional Development of Certified and Licensed Personnel

1. Membership in Professional Organizations

The board of education feels genuine professional growth can be obtained by membership in the various professional organizations, but that membership should be on a voluntary basis and not compulsory.

2. Attendance at Required Meetings (all certified and licensed personnel)

Certified and licensed persons are expected to attend all curriculum meetings planned by the professional development committee.

3. In-service Training

A. A minimum of 75 professional development points shall be earned within a five-year period by each certified and licensed individual in order to maintain employment in this district. One point shall be equivalent to one clock hour.

B. Training requirements shall be discussed each school year and information provided at an annual back to school inservice reflecting training that includes state and federal requirements.

1. Individual records of professional development points will be maintained as required by state statutes.

2. Cooperation of all certified and licensed personnel will be necessary to maintain an accurate professional development record for each person.

3. Failure to fulfill professional development training requirements result in action by the board of education according to state statutes.

~~A minimum of \_\_\_\_\_ professional development points shall be earned annually by each certified and licensed individual in order to maintain employment in this district.~~

~~\_\_\_\_\_ C. \_\_\_\_\_ professional development points must be earned from the \_\_\_\_\_ professional days in August. Any exceptions must be submitted and approved by the professional development committee.~~

~~\_\_\_\_\_ D. At least once a year a program shall be offered on recognition and reporting of child abuse and neglect which all teachers will be required to complete. For those teachers who are unable to complete the program on the day offered, other arrangements will be made.~~

4. National Board Certification

~~\_\_\_\_\_ *Districts may choose either of the following options:*~~

~~\_\_\_\_\_ Teachers who have submitted an application for National Board Certification may utilize two (2) of their five (5) professional days for certification portfolio development.~~

~~\_\_\_\_\_ *Or*~~

Teachers who have submitted an application for National Board Certification may receive two (2) professional days for certification portfolio development during which a substitute teacher shall be provided by the school district at no cost to the teacher.

**PROFESSIONAL GROWTH AND DEVELOPMENT, REGULATION (Cont.)**

Approved Professional Development Opportunities

- ~~1. Such workshops as shall be provided by the local professional development committee in response to analysis of needs assessments administered annually to all certified and licensed personnel.~~
- ~~2. Credit may be earned through the following alternatives:~~
  - ~~A. Professional Meetings (Sanctioned by State Department of Education or professional organizations where professional development points are awarded.)~~
    - ~~1. State and Zone O.E.A. Workshops and C.C.O.S.A. Meetings~~
    - ~~2. Summer and Saturday Workshops~~
    - ~~3. Coaches Clinics (for Summer Coaching Clinic in the absence of signed vouchers—10 professional development points allowed with local voucher to be signed by superintendent)~~
    - ~~4. Vocational Workshops~~
    - ~~5. Teacher Visitation~~
    - ~~6. Etc.~~
  - ~~B. Professional Committees~~
    - ~~1. Textbook Committee~~
    - ~~2. Professional Development Committee~~
    - ~~3. Local certified personnel conducting workshops~~
    - ~~4. Local Teacher Association President (5 points/year)~~
    - ~~5. Curriculum Review Planning Committee~~
    - ~~6. Curriculum Review Chairpersons (1 point/year)~~
  - ~~C. College Courses and Credits (One semester hour of approved college credit shall equal 15 professional development points.)~~
  - ~~D. Additional kinds of experiences may be recommended as alternative activities to the professional development committee to be approved by the board of education.~~
  - ~~E. For each clock hour of participation in alternate activities, one professional development point will be awarded.~~

Record Keeping

- ~~1. Vouchers for workshops and individual records of professional development points will be kept by the Professional Development Representative in each building.~~
- ~~2. Turning in vouchers, evaluations, and signing the record of points is the responsibility of each individual.~~

**PROFESSIONAL GROWTH AND DEVELOPMENT, REGULATION (Cont.)**

- 3.— Vouchers and evaluations must be turned in to the building representative no later than one week after a workshop. These points will be lost if this is not done during this time period.
- 4.— An evaluation is to be filled out for every local workshop and returned to the building representative.
- 5.— Lost vouchers result in points not being counted. Replacement vouchers will not be available.
- 6.— A comparison check of each certified and licensed person's points will be made once each semester by the building representative and the representative from the central office.
- 7.— Any questions concerning professional development should be directed to the building representative.
- 8.— College credit earned during the summer must be turned in to the building representative no later than the end of the first full week beginning each school year. (A copy of the transcript or grades is needed to show the number of hours earned.)

**Evaluation**

- 1.— Individual records of professional development points will be maintained as required by state statutes.
- 2.— Cooperation of all certified and licensed personnel will be necessary to maintain an accurate professional development record for each person.
- 3.— Failure to fulfill professional development training requirements result in action by the board of education according to state statutes.

**Guidelines for Membership on Professional Development Committee**

- 1.— Classroom teacher and principal replacement members for the professional development committee will be elected for a two-year term. Terms for regular and alternate members will coincide.
- 2.— The chairperson and co-chairperson will be chosen at the end of each school term to begin serving the following school year. The chairperson should be a professional development member with one year of experience on the committee.

## NONDISCRIMINATION

The Oakdale Board of Education is committed to a policy of nondiscrimination in relation to race, color, religion, sex, age, national origin, alienage, handicap, or veteran status. This policy will prevail in all matters concerning staff, events, students, the public, employment, admissions, financial aid, educational programs and services, facilities access, and individuals, companies, and firms with whom the board does business. Racial discrimination shall include racial slurs or other demeaning remarks concerning another person's race, ancestry, or country of origin and directed toward an employee, a student or a visitor.

The board directs the superintendent of schools to prepare necessary rules, regulations, and procedures to ensure that all local, state, and federal laws, regulations, and guidelines are followed.

The following statement will be included in all course announcements, bulletins disseminated to all students, materials used for recruiting or describing programs and training, application or enrollment forms, brochures, and catalogs:

"The Oakdale Board of Education does not discriminate on the basis of disability, race, color, religion, national origin, sex, age, or veteran status, or gender."

When an open forum is created whereby non-curricular groups are allowed to meet on school premises Boy Scouts and other designated youth groups will have equal access.

Inquiries concerning application of this policy may be referred to the superintendent who is the Title IX/504/ADA Compliance Coordinator.

Oakdale Public School District  
10901 North Sooner Road  
Edmond, OK 73013  
405-771/3373

**REFERENCE:** Oklahoma Constitution, Article 1, Section 6  
Title 6, Title 7, Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972  
Executive Order 11246, as amended by Executive Order 11375  
Equal Pay Act, as amended by the Education Amendments of 1972  
Rehabilitation Act of 1973, §504  
Education for All Handicapped Children Act of 1975  
Immigration Reform and Control Act of 1986  
Americans With Disabilities Act of 1990, 42 U.S.C. §12101  
Individuals With Disabilities Education Act, 20 USC §1400, et seq.

**TITLE I, ESEA  
FEDERAL PROGRAMS  
COMPLAINT RESOLUTION**

Any parent, individual, or organization with a complaint that the district is violating a federal statute or regulation with regard to the Title I a federal program at Oakdale Public Schools may make the complaint known to the superintendent of schools in written form by filling out part I of the form, "Investigation Report on the Administration of ESEA Title I Federal Program Activities." Within 30 days of receipt of the complaint, Oakdale Public Schools will conduct an investigation of the allegations. The investigation shall include opportunities for the complainant or the complainant's representative to present evidence and question witnesses. Subsequent to the investigation, a report of findings will be filed with the State Department of Education and the complainant.

If the complaint has not been resolved to the satisfaction of the complainant, a hearing shall be conducted by the Board of Education within 30 days of receipt of written request for such a hearing. The hearing shall include opportunities for the complainant or complainant's representative to present evidence and question witnesses.

The complainant has the right to appeal the decision of the Oakdale Public Schools to the State Department of Education, Compensatory Education Section, Oklahoma City, Oklahoma 73105.

A complaint made directly to the State Department of Education (SDE) without previously being filed with this school district will be reviewed by the SDE to determine if an investigation is warranted by the SDE because of the seriousness of the complaint or if the complaint shall be returned to the complainant to be filed with this school district. Complaints forwarded to this district shall be investigated within 30 days of receipt of the complaint by this district.

**LEGAL REFERENCE:** 34 C.F.R. § 299.10

**RECORDS INVESTIGATION**

The *Oakhdale* Board of Education believes that it has a responsibility to employ only those persons who are qualified in every respect. The board further believes that it should avail itself of means and methods provided by the legislature to assist in the selection of employees. Therefore, it is the policy of this board of education that a national criminal history record check shall be conducted of all prospective employees. The board of education is not required to obtain a new criminal history record check for an individual who has obtained certification from the Oklahoma State Department of Education within the previous twelve (12) months. A national criminal history record check is defined at 74 O.S. § 150.9 and requires a check of criminal history records entailing the fingerprinting of the individual and submission of the fingerprints to the United States Federal Bureau of Investigation (FBI) for the purpose of obtaining the national criminal history record of the person from the FBI.

Any teacher employed prior to May 19, 2020 who does not have an Oklahoma criminal history record check from the Oklahoma State Bureau of Investigation as well as a national criminal history record check as defined above on file with the school district shall complete the criminal history background checks upon the next renewal of his or her Standard Teaching Certificate. Any other employee employed by the district prior to May 19, 2020 who does not have an Oklahoma criminal history record check from the Oklahoma State Bureau of Investigation as well as a national criminal history record check as defined above on file with the school district shall have until July 1, 2022 to complete the criminal history background checks.

A written consent will be required from the prospective employee consenting to a felony records check to be conducted as authorized by Oklahoma law. The records check shall be initiated by the school district's written request, through the superintendent, to the State Department of Education. Effective November 1, 2012, the school district may contract with a third-party vendor who is a member in good standing with the National Association of Professional Background Screeners to perform any and all employment screenings, background checks, and credit checks.

Any person applying for employment as a substitute teacher shall only be required to have one such national criminal history records check for the school year. Upon request of the substitute teacher, that felony records search results may be sent to any other school district in which the substitute teacher is applying to teach. The board of education may choose whether to require a national criminal history record check from a prospective substitute teacher who has been employed by the school district in the last year.

Any person employed as a full-time teacher by a school district in Oklahoma in the five (5) years immediately preceding an application for employment as a substitute teacher may not be required to have a national criminal history record check, if the teacher produces a copy of a national criminal history record check completed within the preceding five (5) years and a letter from the school district in which the teacher was last employed stating the teacher left in good standing.

A any person who has been employed as a full-time teacher by a school district who applies for employment as a full-time teacher in another school district may not be required to have a national criminal history background check completed if the teacher produces a copy of a national criminal history record check completed within the preceding five (5) years and a letter from the school district in which the teacher was employed stating the teacher left in good standing.

Any person who has been employed as a substitute teacher by a school for a minimum of five (5) years preceding an application to be employed as a full-time teacher may not be required to have a national criminal history record check completed if the teacher can produce a copy of a national criminal history record check completed within the preceding five (5) years and a letter from the school district in which the teacher was employed as a substitute teacher stating that the teacher left in good standing.

**RECORDS INVESTIGATION (Cont.)**

Any person employed as a full-time teacher by a school district in Oklahoma for ten (10) or more consecutive years immediately preceding an application for employment as a substitute teacher in the same school district is not required to have a national criminal history record check for as long as that person remains employed for consecutive years by that school. If the substitute teacher wishes to work in another Oklahoma school district, a national criminal history background check will be required.

If the applicant for employment meets all other criteria for employment in this school district, the applicant may be employed on a temporary basis for a maximum of sixty (60) days pending receipt of the national criminal history record check results. The temporary employment of the prospective employee shall terminate after sixty (60) days unless the school district receives the results of the national criminal history records check. The sixty (60) day temporary employment period shall begin on the first day the prospective employee reports for duty at the employing school district. If the applicant is offered permanent employment following the review of the records search, the search fee will/will not be reimbursed in full.

**REFERENCE: 70 O.S. §5-142**

## PARAPROFESSIONALS

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

Teacher assistants are paraprofessionals within the school district. All paraprofessionals must have earned a high school diploma or its equivalent. Individuals hired to be paraprofessionals must meet requirements established by state and federal laws to be authorized to serve as paraprofessionals in Title I schools and in special education settings.

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

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

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

**PARAPROFESSIONALS (Cont.)**

paraprofessional and the paraprofessional's starting date of employment to the State Department of Education Office of Special Education.

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

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

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

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

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

- ? \* (Hallroom) duty
- \* Bus duty
- \* Playground duty
- \* Lunchroom duty
- \* Extracurricular activities involving school functions
- \* Other noninstructional duties as the superintendent may prescribe

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

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

PARAPROFESSIONALS (Cont.)

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

*THIS POLICY REQUIRED BY FEDERAL LAW.*

**TITLE I AND SPECIAL EDUCATION PARAPROFESSIONALS**

It is the policy of the Oakdale Board of Education that Title I and Special Education paraprofessionals will be employed in accordance with all applicable state and federal laws. Employment will be offered if the educational need exists and if the applicant possesses the required level of requisite skills as prescribed in the appropriate State Department of Education regulations.

Tier 1. In order to qualify for a Tier 1 Oklahoma paraprofessional credential, which is required for general educational paraprofessionals in Title I schools and available to general education paraprofessionals in other settings, an applicant must:

- A. Have a high school diploma or a General Educational Development (GED) Diploma or other certificate of high school equivalency recognized by the State of Oklahoma.
- B. Have on file with the State Board of Education a current Oklahoma criminal history record from the OSBI as well as a national fingerprint-based criminal history record provided by the FBI.
- C. Meet at least one of the following:
  1. Has completed at least two years of study at an institution of higher education;
  2. Has obtained an associate's degree or higher; or
  3. Has either passed the Oklahoma General Education Test obtained a national Career Readiness Certificate through successful completion of the ACTG WorkKeys assessment, or passed the ParaPro Assessment offered through the Educational Testing Service.

Tier 2. In order to qualify for a Tier 2 Oklahoma paraprofessional credential which is required for special education paraprofessionals, an applicant shall meet the qualifications of Tier 1 and all of the following:

- A. Have completed the Oklahoma Special Education Paraprofessional Training available at Career Technology Center, equivalent training provided by the State Department of Education through an in-person or online program, or other state-approved training provided by a school district.
- B. Have completed training in cardiovascular pulmonary resuscitation (CPR) and First Aid.
- C. Have completed training in Universal Precautions/Bloodborne Pathogens.

In the event a school requires a special education paraprofessional, but is unable to secure the services of an individual who holds a Tier 2 paraprofessional at the time the services must be delivered, the district may employ an individual on a provision basis if the district determines the individual is able to provide the appropriate paraprofessional services. The individual will have one hundred twenty (120) calendar days of employment to provide special education paraprofessional services without certification. Any provisional placement must be reported to the State Department of Education Office of Special Education.

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

Paraprofessionals are employed so that the professional teachers may direct their energies to the students' education. The principal and supervising teacher are jointly responsible for making final decisions related to the duties and responsibilities to be assigned to a paraprofessional. Paraprofessionals are not to discipline children. Classroom discipline shall be left to the certified teacher or building principal.

**REFERENCE: P.L. 107**

**STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS**

Teachers are charged with the education of the youth of this state. In order to perform effectively, teachers must demonstrate a belief in the worth and dignity of each human being, recognizing the supreme importance of the pursuit of truth, devotion to excellence, and the nurturing of democratic principles.

In recognition of the magnitude of the responsibility inherent in the teaching process and by virtue of the desire for the respect and confidence of their colleagues, students, parents, and the community; teachers are to be guided in their conduct by commitment to students and the profession.

**PRINCIPLE I  
COMMITMENT TO THE STUDENTS**

The teacher must strive to help each student realize his or her potential as a worthy and effective member of society. The teacher must work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the teacher:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly
  - A. Exclude any student from participation in any program,
  - B. Deny benefits to any students,
  - C. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted or required by law.

**PRINCIPLE II  
COMMITMENT TO THE PROFESSION**

The teaching profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

**STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS (Cont.)**

In order to assure that the quality of the services of the teaching profession meets the expectations of the state and its citizens, the teacher shall exert every effort to raise professional standards, fulfill professional responsibilities with honor and integrity, promote a climate that encourages the exercise of professional judgment, achieve conditions which attract persons worthy of the trust to careers in education, and assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist entry into the teaching profession of any person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist an unqualified person in the unauthorized practice of the teaching profession.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decision or actions.

**PRINCIPLE III**

F. Pursuant to the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:

- F. Willful neglect of duty.
- B. Repeated negligence in performance of duty.
- C. Mental or physical abuse to a child.
- D. Incompetency.
- E. Instructional ineffectiveness.
- F. Unsatisfactory teaching performance.

**STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS (Cont.)**

- G. Commission of an act of moral turpitude.
  - H. Abandonment of contract,
  - I. Conviction of a felony,
  - J. After a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties, or
  - K. Failure to earn required staff development points.
- 2. A career teacher shall not be subject to dismissal or non-reemployment for items A, B, D, E, and F, above unless and until a written admonishment has been issued in accordance with relevant law.
  - 3. A probationary teacher shall not be subject to dismissal or non-reemployment for inadequate teaching performance unless or until a written admonishment has been issued in accordance with relevant law.
  - 4. Temporary teachers, substitute teachers, adult education teachers, and teachers employed in positions fully funded by private or federal grants shall not be protected by the provisions of the Teacher Due Process Act.
  - 5. A teacher convicted of a felony shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued.
  - 6. A teacher may be dismissed, refused employment, or not reemployed after a finding that such person engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties:
    - A. "Criminal sexual activity" means the commission of an act defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
    - B. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity (70 O.S. §6-101.22).

**REFERENCE:** 70 O.S. §6-101.21, et seq.

**NOTE:** In accordance with the referenced statutes, a copy of these standards of performance and conduct will be provided to each teacher.

***THIS POLICY REQUIRED BY LAW.***

## CONFLICTS OF INTEREST

In order to protect the public trust and maintain confidence in the fairness of public education, conflicts of interest or even the appearance of conflict must be avoided. Therefore, it is the policy of the Oakdale Board of Education that school board members and school district personnel shall not engage in any activity that would create a conflict of interest.

Personal property acquired by the district is intended for use by employees of the district within the scope of their employment. Use of school property, including, but not limited to, teaching materials, computer software and hardware, electronic equipment, and other equipment, outside of the scope of the employee's employment is prohibited. Employees that utilize school district owned property for personal use or gain may be subject to disciplinary action which could include possible action to nonrenew or terminate employment.

With regard to any Federal funding, the district will disclose in writing any potential conflicts of interest to the Federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policies and procedures.

No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediately family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violation of these standards will result in disciplinary action which may include termination of employment.

### Contracts and Business Arrangements

#### 1. Contracts with Board Members

Oklahoma law prohibits a school board from entering into a contract in which a board member is directly or indirectly interested. 70 O.S. § 5-124.

#### 2. Disclosure of Other Contracts and Business Arrangements

The board of education believes that certain business and contractual arrangements by employees, although not in violation of state law, create such a potential for conflict of interest that such contracts or relationships should be disclosed to the superintendent. The following contracts or business relationships shall be disclosed in writing to the superintendent:

- A. Any two or more district employees who together enter into any business relationship, including, but not limited to, a partnership, corporation, or lessor/lessee relationship.
- B. Any employee who has a substantial interest, directly or indirectly, in any person or entity that is providing services or sales of equipment or other goods or commodities to the district where such relationship would result in a direct or indirect monetary benefit to the employee.

Any violation of the foregoing reporting requirements will subject the employee or employees involved to possible disciplinary action which could include possible termination or nonrenewal of employment.

**CONFLICTS OF INTEREST (Cont.)**

3. Contracts or Employment Relationships between Employees

District employees are not permitted to have other employees do personal errands or work for them during normal employment hours for personal gain.

District employees who hire or use the services of other district employees for personal benefit during times other than normal employment hours should do so in such a manner as to avoid the appearance that the work or employment is being done as a condition of employment or is being done during normal employment hours.

4. Other Prohibited Activities

In addition to the foregoing, the board of education prohibits any employee from receiving a monetary benefit as the result of any contract between a non-employee and the district.

Outside Activities of Full-time Employees

This portion of the policy applies to full-time employees. A full-time employee shall be construed as any teacher, administrator, support employee, or other employee contracted as a full-time employee with the district and shall include all teachers and other employees who are engaged as full-time employees for only a portion of the year because of summer vacation or any other reason. All full-time employees shall report any outside business activities or employment in writing to the superintendent. The intent of this provision is not to prohibit such activities, but to allow the superintendent to be fully aware of activities that may give rise to violations of other provisions of this policy.

It is the express policy of the board of education that full-time employees devote their full efforts to their assigned activities during their normal business hours.

**LEGAL REFERENCE:**     70 O.S. § 5-124  
                                  2 C.F.R. § 200.112  
                                  2 C.F.R. § 200.318

EMPLOYMENT PRACTICES

It is the policy of the Oakdale Board of Education to take action and provide statutory notification concerning the renewal or nonrenewal of all teachers' contracts prior to the first Monday in June each year.

The district will provide reasonable assurance in writing to support employees that the district intends to employ for the subsequent school year no later than ten days after the effective date of the education appropriation bill or by June 1, whichever is later.

The superintendent shall recommend candidates for administrative, support, and certified positions to the board. The principal(s) shall be consulted on the employment and retention of teachers.

Among other requirements for employment, the superintendent shall insure that prospective employees produce legally sufficient documents showing citizenship status. The superintendent may develop rules and regulations governing employment practices. Such rules and regulations, if developed, must be approved by the board of education and shall become a part of this policy.

In the event the board decides not to employ a candidate who is recommended by the superintendent, further recommendations should be made to the board by the superintendent until a selection is made.

The employment of any person with this school district shall not be made or excluded on the basis of age, sex, race, religion, national origin, handicap, pregnancy, parenthood, marriage, or for any other reason not related to individual capability to perform in the position for which employed. In accordance with Oklahoma Statutes Title 70, Section 5-113.1, the board of education shall not consider for employment in any capacity a relative within the second degree of consanguinity or affinity of a board member.

**NOTE:** 70 O.S. §5-138 prohibits a school board from requiring any employee, other than the superintendent, to reside within the boundaries of that school district.

Law?

SK  
Subs = short-term  
1099-term  
- temp  
- # days  
- rate

**DRUG-FREE WORKPLACE**

In recognition of the clear danger resulting from drug abuse, and in good faith effort to promote the health, safety, and welfare to employees, students and the community, it is the policy of this school district to provide a drug-free workplace in compliance with the Drug-Free Schools and Communities Act Amendment of 1989 (P.L. 101-226).

The superintendent is directed to develop regulations that shall be incorporated into this policy.

**NOTE:** A copy of this policy and the accompanying regulations must be distributed to each affected employee 30 days prior to implementation of the policy. This notice is also required prior to the implementation of any changes to this policy or to the regulations.

*THIS POLICY REQUIRED BY LAW.*

## WORKPLACE DRUG AND ALCOHOL TESTING (REGULATIONS)

The board of education may require drug and alcohol testing of all new applicants upon a conditional offer of employment. Substances tested shall be for drugs and alcohol. The refusal of a job applicant who has been offered conditional employment to take the test will be considered as a basis for not employing the applicant. Each case will be reviewed to assure compliance with current regulations of the Americans with Disabilities Act.

The school district may request or require an employee to undergo drug and/or alcohol testing as set forth below and when the superintendent at any time reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following:

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

Substances tested shall be for drugs and alcohol.

This school district will require school bus drivers, mechanics, maintenance employees, and any employee who is required to obtain a commercial driver's license (CDL) to undergo drug or alcohol testing prior to employment and on a random selection basis. The superintendent shall ensure that employees who are selected for random testing are selected on a basis that is entirely random and on a basis which results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and does not give the district discretion to waive the selection of any employee selected. (See also policy DCCB and DCCB-R.)

This school district will require bus drivers, mechanics, maintenance personnel, and any district employee who is required to obtain a commercial driver's license (CDL) to undergo drug or alcohol testing during routine employee fitness-for-duty medical examinations. (See also policy DCCB and DCCB-R.)

This school district will require periodic drug and alcohol testing without prior notice of any employee who has tested positively under this policy, who has participated in a drug or alcohol dependency treatment program as a result of this policy, or an employee who is required to obtain a commercial driver's license (CDL).

Any employee who refuses to submit to drug or alcohol testing may be subject to disciplinary action including, but not limited to, termination of employment subject to all applicable due process procedures. Employees who refuse to undergo a drug or alcohol test shall be considered to have been discharged for misconduct for purposes of unemployment compensation benefits. In order to prove misconduct, the employer need only provide proof of a testing policy and either a refusal to take a drug or alcohol test or a positive test result with chain of custody and opportunity to retest.

### Drug Testing Procedures

Drug and alcohol testing standards and procedures of this school district shall conform fully to the provisions of the

**WORKPLACE DRUG AND ALCOHOL TESTING, REGULATIONS (Cont.)**

State Board of Health. Testing facilities used by this district shall provide evidence of having met all licensing and/or certification requirements of the State Board of Health including the following:

1. Samples shall be collected and tested only by individuals deemed qualified by the State Board of Health. Such samples may be collected on the premises of the school district or at a testing facility.
2. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected.
3. The collection of samples shall be performed under reasonable and sanitary conditions.
4. Samples shall be collected in sufficient quantity for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results of the main specimen.
5. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of urinalysis, no representative, agent, or designee of the school district shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.
6. The testing facility will provide the necessary documentation of testing procedure and test results to the employer requesting testing services as may be required by a court or administrative proceeding.
7. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

Testing Results

The following steps will be taken when an employee's medical exam is positive for the presence of drugs or alcohol:

1. The employee will be notified of the results of the test. The applicant or employee has a right to obtain all information and records relating to that individual's testing.
2. The employee will be advised of the outcome of the drug screening and will be immediately removed from the current job assignment.
3. The employee will be given a reasonable opportunity for confidential rebuttal of the results.
4. To continue employment with the district, the employee must develop a written plan for improvement with the employee's supervisor. As an element of every plan for improvement, the employee will be encouraged to voluntarily seek professional assistance and/or participate in an appropriate rehabilitation program. Drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment, or rehabilitation shall be provided to the employee.

**WORKPLACE DRUG AND ALCOHOL TESTING, REGULATIONS (Cont.)**

5. The employee will be suspended until the employee has tested negative on a follow-up drug screening. The follow-up drug screening will be administered no earlier than seven nor more than forty-five (45) calendar days following the initial positive drug screening. The physician who administered and interpreted the initial drug screening will make a recommendation to the district as to the amount of time that is appropriate before administering the follow-up drug screening, depending on the type and amount of chemical substance initially detected in the employee's system. The employee may use existing accrued leave during this suspension. If the employee does not have sufficient accrued leave to cover the absence, the leave will be without pay unless prohibited by applicable law. All employees hereby affected by this policy and regulation will be provided appropriate due process procedures.
6. If the follow-up drug screening is negative, the employee may be returned to regular assignment. If the drug screening is positive, procedures for the employee's termination will be implemented in accordance with this policy and the district's employment termination policies.
7. Any employee whose drug screening is positive a second time, regardless of the length of time which has passed since the first positive test, will be recommended to the board for dismissal. Any employee who has once tested positive may be subject to random drug screening sampling for a period of two years, commencing with the employee's return to work, and/or may be recommended for dismissal.

Confidentiality

The school district shall maintain the results of any drug/alcohol test in confidentiality to the extent possible. The employee who participates in a drug/alcohol test will be provided an opportunity to review and to obtain copies of any information and records pertaining to the drug/alcohol test.

1. The school district will maintain all drug and alcohol test results and related information, including, but not limited to, interviews, reports, statements, and memoranda, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding, except in those actions taken by the district or in any action involving the individual tests and the district or unless such records are ordered released pursuant to a valid subpoena or other court order.
2. The records described above and maintained by the district shall be the property of this school district and, upon the request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee. The district will not release such records to any person other than the applicant, employee, or the district's review officer, unless the applicant or employee has expressly granted permission in writing, following receipt of the test results, for the district to release such records or pursuant to a valid court order.
3. A testing facility, or any agent, representative or designee of the facility, or any review officer, shall not disclose to the district, based on the analysis of a sample collected from an applicant or employee for the purpose of testing for the presence of drugs or alcohol, any information relating to: ~~A. the general health, pregnancy or other physical or mental condition of the applicant or employee;~~

**WORKPLACE DRUG AND ALCOHOL TESTING, REGULATIONS (Cont.)**

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

Other Provisions

Drug/alcohol tests required pursuant to this policy will be conducted during, prior to, or immediately after the regular work period for current employees and shall be deemed work time for purposes of compensation and benefits for current employees.

The school district shall pay all costs of testing for drugs or alcohol including any school requested confirmation tests and the costs of transportation to the drug/alcohol test site. Any individual who requests a retest of a sample in order to challenge the results of a positive test shall pay all costs of the retest, unless the retest reverses the findings of the challenged positive test in which case the school district shall reimburse the individual for the costs of the retest.

A copy of this policy shall be posted in a prominent employee access area and shall be provided to each job applicant upon the applicant's receipt of a conditional offer of employment.

Any employee or applicant for employment who refuses to undergo drug or alcohol testing conducted in accordance with board policy and these regulations may be disciplined up to and including termination of employment. An employee discharged on the basis of a refusal to undergo drug or alcohol testing or a confirmed positive drug or alcohol test conducted in accordance with the provisions of the Standards for Workplace Drug and Alcohol Testing Act shall be considered to have been discharged for misconduct and shall be disqualified for unemployment compensation.

**REFERENCE:** 40 O.S. §2-406A  
40 O.S. §551, et seq.

**DRUG-FREE WORKPLACE  
NOTICE TO EMPLOYEES**

This school district supports the "Drug-free Workplace Act of 1988" (P.L. 100-690) and all employees must individually certify their understanding of the following conditions of employment and this act:

1. Each employee is hereby notified that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all workstations in the school district. Such action is prohibited by any employee during that employee's work hours or in the performance of any duties for the school system.
2. Employees are further notified that as a condition of their employment, they are required to abide by the terms of this policy and that violation of any requirement will result in appropriate disciplinary action that may include (a) probation, (b) suspension, and/or (c) termination. Employees may be required to satisfactorily participate in a drug abuse assistance or rehabilitation program as approved for such proposes by a federal, state, or local health, law enforcement, or other appropriate agency.
3. It shall be the responsibility of the employee to report to the district any and all convictions of a criminal drug statute violation occurring in the workplace no later than five days following such conviction. The district must also notify the federal contracting officer or grant source (if any) within ten (10) days after receiving notification from an employee or otherwise receiving actual notice of such conviction. Appropriate personnel action shall follow such disclosure within 30 days of such notice.
4. Each employee will attend a district drug-free awareness program at which employees will be informed about:
  - A. The dangers of drug abuse in the workplace;
  - B. The district policy of maintaining a drug-free workplace;
  - C. Available drug counseling, rehabilitation and employee assistance programs;
  - D. Penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

It is a requirement of the board of education that each current employee receive a copy of this policy and that all new applicants receive a copy of this policy upon a conditional offer of employment. This policy statement shall be published in appropriate documents for proper distribution, and shall be posted at a prominent employee access area.

The district must also demonstrate a good faith effort to maintain a drug-free workplace through implementation of paragraphs 1-4, above.

This is to certify that on \_\_\_\_\_, I received a copy of this policy pertaining to the Drug-Free Schools and Communities Act of 1989, P.L. 101-226, from the \_\_\_\_\_ Board of Education.

\_\_\_\_\_  
Employee's Signature

*Deep to turn in  
Keep, codes, tech,  
passwords, inventory*

**EMPLOYEE RESIGNATIONS  
AND REFERENCE REQUESTS**

*Two weeks  
End source*

It is the policy of the Oakdale Board of Education that any employee may submit a written resignation from employment with the school district. The resignation must be written, dated, and signed. It must specify the date upon which the resignation is to be effective. The resignation must be mailed to the superintendent by certified mail, return receipt requested, or personally delivered to the superintendent's office and an acknowledgment of receipt inscribed on the face of the resignation. Furthermore, it is the policy of the board of education that teacher resignations must be tendered no later than fifteen (15) days after the first Monday in June.

Any individual who is a school employee, contractor, or agent of the school district is prohibited from assisting a school employee, contractor, or agent in obtaining a new job, if the individual has probable cause to believe that such employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law. This prohibition shall not apply if:

1. The information giving rise to probable cause has been properly reported to a law enforcement agency with jurisdiction over the alleged misconduct; and
2. The information giving rise to probable cause has been properly reported to any other authorities as required by Federal, State, or local law; and
3. The matter has been officially closed or the prosecutor or police with jurisdiction over the alleged sexual misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law; and
4. The school employee, contractor, or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or
5. The case or investigation remains open and there have been no charges filed against, or indictment of, the school employee, contractor, or agent within four (4) years of the date on which the information was reported to a law enforcement agency.

The routine transmission of administrative and personnel files is not considered assisting a school employee in obtaining a new job and will be exempt from the requirements of the procedure listed above.

**REFERENCE: 70 O.S. §6-101  
20 U.S.C. § 7926**

ACCEPTANCE OF LETTERS OF RESIGNATION

The Oakdale Board of Education empowers the superintendent, as agent of the board, to accept on its behalf letters of resignation from any school district employee. Receipt of a letter of resignation by the superintendent constitutes acceptance of such resignation by the board of education and releases the employee and the district from any and all further contractual obligations beyond the effective date of the resignation. Any resignation received by the superintendent is irrevocable.

Upon receipt of a letter of resignation, the superintendent will give the resigning employee, either in person or by certified mail, the following statement:

I, the Superintendent of Schools, acting as the Chief Executive Officer of the Oakdale Board of Education, acknowledge receipt this date of a resignation from employment signed by \_\_\_\_\_, effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. My signature constitutes acceptance of this resignation by the Board of Education and releases the resigning employee and the district, upon the effective date of the resignation, from all further contractual obligations. By accepting this resignation from the employee, the employee's offer to be released from his or her contract with the board of education is accepted, and thus the resignation is irrevocable.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

Can release prior to end date?

Two weeks?

\*  
Scl We

SALARY SCHEDULES

*GRUBS*

Teachers

When employed, teachers will be placed on the appropriate salary step on the teachers' salary schedule that corresponds to the number of years of experience credited by the State Department of Education.

Optional language:

Retired teachers that are employed by the school district shall not be placed on the minimum salary schedule, but shall be compensated at the following rates: (add in retired teacher schedule) *current certified scale.*

*Or*

Retired teachers that are employed by the school district shall be placed on the minimum salary schedule.

*Or*

Retired teachers that are employed by the school district shall be compensated at the rate of \$ \_\_\_\_\_ per hour of instruction provided to students.

Administrators

All administrators, when employed, will be placed on the appropriate step of the administrators' salary schedule. Upon recommendation of the superintendent and approval by the board, newly hired administrators may be placed on a salary schedule based upon individual building criteria such as enrollment, supervision of extracurricular activities, number of teachers, and length of school year contract.

Documentation

Certified employees who begin their employment prior to providing all official documentation required of their position shall be compensated at a daily rate of pay equal to that of a substitute teacher. Official documentation provided within the first 35 teaching days of employment establishing retroactive qualification for the position shall result in a salary adjustment retroactive to the first of the semester. Official documentation provided after the above dates will result in salary adjustment on the date of receipt of such documentation.

Advancement

School district employees shall advance on the salary schedule at the rate of one year for each year of creditable service after initial employment. For salary advancement purposes only, a year of creditable service must be at least 120 days.

Out-of-State Experience

Individuals who are employed by the school district ~~shall~~ shall be provided with credit for *all verifiable* ~~1~~ years of out-of-state experience *from an accredited school.*

All employee compensation shall be addressed in the employment and/or extra duty contract. Employee compensation shall be reasonable for the services rendered.

**Sample FY2020 Salary Schedule**

<b>Years of Experience</b>	<b>Bachelor's Degree</b>	<b>National Board Certification</b>	<b>Master's Degree</b>	<b>Master's + National Board Certification</b>	<b>Doctoral Degree</b>
0	\$37,821	\$38,979	\$39,211	\$40,369	\$40,601
1	\$38,255	\$39,413	\$39,645	\$40,803	\$41,035
2	\$38,689	\$39,848	\$40,079	\$41,238	\$41,469
3	\$39,124	\$40,282	\$40,514	\$41,672	\$41,904
4	\$39,558	\$40,716	\$40,948	\$42,106	\$42,338
5	\$40,030	\$41,188	\$41,420	\$42,578	\$42,810
6	\$40,493	\$41,652	\$41,883	\$43,042	\$43,274
7	\$40,957	\$42,115	\$42,347	\$43,505	\$43,737
8	\$41,420	\$42,578	\$42,810	\$43,969	\$44,200
9	\$41,883	\$43,042	\$43,274	\$44,432	\$44,664
10	\$42,904	\$44,064	\$44,788	\$45,948	\$47,165
11	\$43,397	\$44,556	\$45,281	\$46,441	\$47,658
12	\$43,890	\$45,049	\$45,774	\$46,933	\$48,151
13	\$44,382	\$45,542	\$46,267	\$47,426	\$48,644
14	\$44,875	\$46,035	\$46,759	\$47,919	\$49,136
15	\$45,387	\$46,547	\$47,272	\$48,432	\$49,650
16	\$45,880	\$47,040	\$47,765	\$48,925	\$50,143
17	\$46,373	\$47,533	\$48,258	\$49,418	\$50,636
18	\$46,866	\$48,026	\$48,751	\$49,911	\$51,129
19	\$47,359	\$48,519	\$49,244	\$50,404	\$51,622
20	\$47,872	\$49,033	\$49,758	\$50,918	\$52,137
21	\$48,365	\$49,526	\$50,251	\$51,412	\$52,630
22	\$48,859	\$50,019	\$50,744	\$51,905	\$53,123
23	\$49,352	\$50,512	\$51,238	\$52,398	\$53,617
24	\$49,845	\$51,005	\$51,731	\$52,891	\$54,110
25	\$51,269	\$52,452	\$53,191	\$54,373	\$55,615

**LEGAL REFERENCE:** 2 C.F.R. §430(a)(1).

PERSONNEL LEAVE PROGRAM

The Oakdale Board of Education recognizes that district employees must occasionally be absent from work. Therefore, leave time in different categories as required by law will be provided for employees to be absent when necessary. Leave categories will include sick leave, personal business leave, emergency leave, jury duty leave, and military leave.

It is also important for district employees to understand that the continuity of education services is best served when the regularly assigned employee is at work. Therefore, employees should use the leaves provided in a prudent and judicious manner. The abuse of leave by employees will not be tolerated and any employee abusing leave policies will be subject to disciplinary action up to and including termination of employment.

Deductions for Unpaid Authorized Absences

If a district employee believes there is a need to be absent from work for any reason not covered in the approved leave policies, the employee may request, in writing, unpaid leave for that purpose from the immediate supervisor.

If unpaid leave is granted by the immediate supervisor, an amount equal to one day's pay will be deducted from the employee's salary for each day of such approved absence.

If an employee is absent without securing approval for an unpaid absence, the employee shall be denied the salary for such absence and will be considered to be engaging in willful neglect of duty and, therefore, subject to disciplinary action up to and including termination of employment.

Notification of Leave Accumulation

During the first two weeks of the school year, the board will advise each employee, in writing, as to the number of leave days accumulated as of July 1 of that year. After July 1, an employee may get updated information on leave accumulation from the superintendent's office at a time mutually agreed upon by the employee and the superintendent or the superintendent's designee.

*Recheck:  
Cross-ref. w/  
current policies*

**SICK LEAVE**  
**CERTIFIED PERSONNEL**  
**(REGULATIONS)**

The board of education shall provide sick leave benefits to all certificated personnel in order to promote a sense of security and permit an ease of mind that is essential to the satisfactory performance of professional services. The board sets forth the following provisions for administering this policy:

1. The superintendent or designee shall administer this plan.
2. Teachers may be absent from duty because of personal accidental injury, illness or pregnancy, or injury, illness or death in the immediate family without loss of salary not to exceed ten days during each school year. The right to such sick leave shall be vested at the beginning of the school year. Certificated employees who have an eleven-month contract shall receive eleven sick leave days per year and those who have a twelve-month contract shall receive twelve days. If an employee is injured as a result of an assault or battery upon the person of the employee while the employee is in the performance of any duties as an education employee, the employee shall be entitled to a leave of absence from employment with the school without a loss of leave benefits.
3. If sick leave is taken for bereavement purposes, the leave for that period may extend to the date of the funeral and a reasonable time thereafter to allow for travel as long as the employee has leave available to use.
4. Unused sick leave shall be cumulative to a total of sixty days and is transferable to any other school district in Oklahoma. Up to a maximum of sixty days of sick leave earned in another Oklahoma district may be transferred to this district. Sick leave so transferred must be certified by the sending district.
5. Any employee who attempts to take unfair advantage of sick leave benefits shall be subject to dismissal or other disciplinary action as provided by contract and/or state law. Any employee may be required to submit appropriate evidence concerning the cause of his absence in order to qualify for sick leave benefits. Appropriate evidence may include the following:
  - A. Physician's statement endorsed by the employee
  - B. Employee statement endorsed by the principal or immediate supervisor
  - C. Copies of claim submitted for insurance benefits
  - D. Other information as may be indicated by the circumstances
6. Appropriate evidence will be submitted when requested by the principal, immediate supervisor, or the superintendent in the following situations:
  - A. Sick leave claim on days of unusual or inclement weather
  - B. Sick leave claim during the last four weeks of employment
  - C. Sick leave claim on days immediately preceding or immediately following holidays or non-work days other than weekends
  - D. Reasonable cause exists to believe that sick leave benefits are being abused
7. When a teacher's accrued sick leave is exhausted and the teacher is absent due to personal accidental injury, illness, or pregnancy, the teacher shall receive full salary less the amount that would be paid a substitute teacher for a maximum of 20 days.

SICK LEAVE, CERTIFIED PERSONNEL, REGULATIONS (Cont.)

Check new  
FMLA  
regs

- 8. After an employee has exhausted all accumulated sick leave, personal leave, and vacation time, the employee may be eligible for whatever time may be remaining of the up to 12 work weeks of unpaid leave for employees who meet the federal definitions for leave in accordance with the Family Medical Leave Act. under the family leave policy. The 12 work weeks of leave afforded under the Family Medical Leave Act may include paid and unpaid leave in accordance with federal law.
- 9. Sick leave benefits may be paid in addition to workers' compensation benefits; however, the sum of the payments will not exceed 100% of the employee's net pay as it existed prior to injury.

(Optional)

- 10. Upon termination of employment an employee, or the employee's estate, shall be paid \$ \_\_\_\_\_ for any unused sick leave remaining at the date of termination of employment. This compensation shall not be paid to any employee terminated following due process procedures but shall apply only to those employees who have retired, resigned, or whose contracts have been terminated due to the death of the employee.

**NOTE:** The term "immediate family" has been defined as those close family members such as a spouse or children residing within the same household as the employee. Sick leave may also be taken for the life-threatening illness of non-dependent children, mother, father, sister, brother, grandparents, mother-in-law, or father-in-law.

**REFERENCE:** 70 O.S. §6-104  
70 O.S. §6-147  
Atty. Gen. Op. No. 84-12  
Atty. Gen. Op. No. 91-632

RATES  
DAYS:

0-60 = ∅  
61-120 = 50% of sub cost  
121-180 = 100% of sub cost  
+180 = ∅

© cont employed 10+ yrs.  
© Max. \$5,000 for Dist. then prorated if in excess

OSSBA POLICY SERVICES REVIEW NOTES:

Payment for unused sick leave days may be made only upon termination of employment. Please see referenced AG Opinions. In reference to the Putnam City Schools audit, the provision of an incentive bonus appears to be a gift in conflict with Article 10, §15(A) of the Oklahoma Constitution.

**SICK LEAVE**  
**SUPPORT PERSONNEL**  
**(REGULATIONS)**

*Sharing?*

The board of education will provide sick leave benefits to all support employees in order to promote a sense of security and permit the ease of mind essential to the satisfactory performance of services. In compliance with Oklahoma Statutes, Title 70, Section 6-104, the following guidelines are set forth:

1. For the purposes of this policy, support employee is defined as a full-time employee of the school district as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee who is employed a minimum of 172 days and who provides those services which are not performed by certified teachers, principals, superintendents or administrators and which are necessary for the efficient and satisfactory functioning of a school district.
2. The superintendent of schools, or designee, shall be responsible for administering this plan.
3. A support employee may be absent from duty due to a personal accidental injury, illness, or pregnancy, or accidental injury, illness, or death in the immediate family without loss of salary. Benefits shall include paid sick leave of one day per month of employment. The one day sick leave per month equals the number of hours the employee normally works per day. If an employee is injured as a result of an assault or battery upon the person of the employee while the employee is in the performance of any duties as an education employee, the employee shall be entitled to a leave of absence from employment with the school without a loss of leave benefits.
4. Unused sick leave shall be cumulative to a total of 60 days.
5. The sick leave granted to support employees under this policy shall be vested at the time of accrual, that is, upon the completion of the first month's employment, the employee shall have accrued one sick leave day.
6. Accumulated sick leave may be transferred to another school district where a support employee is employed the next succeeding school year in accordance with that district's policies.
7. Support personnel who are employed for the first time in this district and who were employed at another school district during the year immediately preceding their employment with this district may transfer a maximum of 60 sick leave days.
8. Sick leave benefits may be paid in addition to workers' compensation benefits; however, the sum of the payments will not exceed 100% of the employee's net pay as it existed prior to injury.

(Optional)

Upon termination of employment an employee, or the employee's estate, shall be paid \$ \_\_\_\_\_ for any unused sick leave remaining at the date of termination of employment. This compensation shall not be paid to any employee terminated following due process procedures but shall apply only to those employees who have retired, resigned, or whose contracts have been terminated due to the death of the employee.

- REFERENCE:** 70 O.S. §6-101.40  
70 O.S. §6-104  
70 O.S. §6-147  
Atty. Gen. Op. No. 84-12  
Informal Atty. Gen. Op. No. 91-632

**PERSONAL BUSINESS LEAVE**  
**(REGULATIONS)**

The board of education shall provide for a minimum of three days for personal business leave for teachers and support personnel. Such leave shall be limited to personal business matters that cannot be conducted before or after school hours or on weekends. Personal business leave is noncumulative.

Requests for personal business leave shall be made in writing and in advance when possible. If advance request is not possible, the written request shall be filed within one day after returning to work. The request shall include a signed statement that the leave was not used for personal entertainment, recreation, gainful employment, or to seek another position. The request shall be considered by the principal and superintendent who shall approve or disapprove.

The types of situations that may qualify for personal business leave are varied. The following examples serve only as guidelines:

- 1. Family illness other than immediate family
- 2. Emergency business transactions
  - A. Loan closings
  - B. Other banking matters
  - C. IRS reviews
- 3. Legal Matters
  - A. Meetings with an attorney for personal, spouse, or children's business
  - B. Court appearances
  - C. Settling of estates
- 4. Miscellaneous
  - A. Attend business convention with spouse
  - B. Military obligations
  - C. Attendance at a school activity if son or daughter is participating
  - D. Attending funerals

The following examples are types of absences that will NOT be approved for personal business leave:

- 1. Pleasure trips or vacations

**PERSONAL BUSINESS LEAVE, REGULATIONS (Cont.)**

- 2. Attending school activities or sporting events when son or daughter is not competing
- 3. Seeking other employment
- 4. Participating in political or social activities
- 5. Performing any service for compensation

**REFERENCE: 70 O.S. §6-104**  
**Atty. Gen. Op. No. 77-217 (Aug. 19, 1977)**

**NOTE:** **Referenced statute requires each school district to provide a minimum of three days for personal leave to certified and support personnel. However, "a local board of education is authorized to adopt reasonable rules, regulations and policies defining activity which shall be deemed to constitute or qualify as 'personal business' leave. In adopting such a definition, the ordinary and every day commonly understood meaning of the phrase 'personal business' should be followed." Atty. Gen. Op. No. 77-217 (Aug. 19, 1977)**

**EMERGENCY LEAVE**  
**(REGULATIONS)**

*currently 5 unpaid*

The board of education shall provide not more than two days each year for emergency leave. These days shall not be chargeable to sick leave and will be noncumulative. The term emergency should be construed to mean a situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate attention. Emergency leave will be granted at the discretion of the principal or designee. The school district will pay the substitute's salary.

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

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

*any new covid-19 related issues or damages to add?*

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

**NOTE:**

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

**JURY DUTY SERVICE AND WITNESS LEAVE**  
**(REGULATIONS)**

The board of education shall grant leave to employees who have been selected for jury duty or who have been subpoenaed as a witness in a criminal, civil, or juvenile proceeding. Employees shall be paid the full, current contract salary during such service. Monies necessary to pay substitute teachers shall not be deducted from the salary of a teacher performing jury duty. However, the amount received by the teacher for jury duty service shall be applied toward the expense of the substitute teacher.

It is the policy of the board that the school district will not provide teachers with paid leave for non-subpoenaed testimony as a witness in a child custody case involving a student in this district. If a teacher testifies as a witness as a result of being subpoenaed, any compensation received from the court by the teacher shall be applied toward the expense of a substitute teacher.

If a school district employee is subpoenaed to appear as a witness in a civil court proceeding, except in a proceeding in which the school district or the state is a party, the school district shall be entitled to a witness fee equal to the amount of the substitute teacher cost, not to exceed One Hundred Dollars (\$100.00) per day.

**REFERENCE: 70 O.S. §6-104**  
**28 O.S. §84.1**

## MILITARY LEAVE (REGULATIONS)

The board shall provide leave to qualified employees who are members of any component of the Armed Forces of the United States (Army, Navy, Marine Corps, Air Force, Coast Guard), including members of the Army and Air National Guard and the Reserve Forces and the commissioned corps of the Public Health Service, when the employee meets the requirements set forth below and the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA). A leave of absence for the period of active service shall be without loss of status or efficiency rating and without loss of pay during the first 30 days of such leave.

### Reemployment Rights

In order to qualify for reemployment rights, the employee must be or must have been employed on a regular basis. Employees who are employed as temporary employees for a definite, nonrecurring period of time are not eligible. In order to qualify for reemployment rights, employees must be qualified as set forth in these regulations and in The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Employees must provide advance notice of military service unless military necessity prevents such notice or unless notice is otherwise impossible or unreasonable. Such oral or written notice must be provided by the employee or by an appropriate officer of the service branch. In order to qualify for reemployment, the employee cannot be absent for a period greater than five years unless the employee qualifies for an exception as set forth below. The employee must be or have been separated from the service under honorable conditions.

If the service is less than 31 days or is for the purpose of taking a fitness-for-duty examination, the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service plus additional time for safe travel back to the employee's residence plus eight hours.

If the service is for a period greater than 31 days but less than 181 days, the employee must submit an application for reemployment no later than 14 days following completion of service.

If the service is for a period greater than 181 days, the employee must submit an application for reemployment no later than 90 days following completion of service.

These time limits may be extended up to two years if the employee is hospitalized or is convalescing from an injury or illness caused by the military service. The two-year extension may be further extended if reporting is impossible or unreasonable due to circumstances beyond the employee's control.

An employee with less than 91 days of service will be immediately re-employed in the position the employee would have attained had the employee not been absent if all qualifications for the position are met. If the employee is not or cannot reasonably become qualified for the advanced position, reemployment will be offered in the same position held prior to military service if qualified. If the employee is not and cannot become reasonably qualified for the same position, a position of lesser status and pay will be offered.

An employee who is absent for more than 91 days will be offered reemployment under the same conditions as above except that a different position with equivalent pay, status, and seniority may be offered.

**MILITARY LEAVE, REGULATIONS (Cont.)**

Refresher training or "update" training will be provided if appropriate and necessary.

If a qualified employee applies for reemployment and has a service-related disability, reasonable accommodations will be made if possible. If reasonable accommodations cannot be made, a position providing equivalent seniority, pay and status will be offered. If neither of these options is possible because of the disability, a position as nearly equivalent as possible in seniority, pay and status will be offered.

Employees who are reemployed under these regulations are entitled to participate in any benefits available to employees on nonmilitary leaves of absence but must pay any employee participation costs that other employees pay.

An employee who is reemployed under these regulations will not be considered as having a break in service for purposes of any applicable pension plan and the military service time will be considered for benefit vesting and accrual consistent with any state regulations or law.

**Health Insurance Coverage**

If requested, the school district will maintain health insurance coverage on the employee (and the employee's family) for the first 30 days of military service regardless of whether the employee is called to active duty for more or less than 30 days. However, the employee must pay any employee participation costs that other employees pay. If the employee is called to active duty for more than 30 days, the military medical benefit will provide coverage. If the employee wishes to maintain private insurance after the first 30 days (for up to 18 months), the employee must pay the full cost of the premium.

The employee (and the employee's family) may choose to go back on the district health plan immediately upon return to district employment. There will be no waiting period and no exclusion of pre-existing conditions, other than for VA-determined service-connected conditions.

**REFERENCE: 40 O.S. §209**  
**70 O.S. §6-105**  
**USERRA, 1994 as amended**



*Check any new rules of COVID-19*

FAMILY MEDICAL LEAVE

If the district employs 50 individuals, the district is required to provide eligible employees with leave under the auspices of the Family Medical Leave Act (FMLA). The district designates the 12-month period of July 1 to June 30.

In order for school district employees to qualify for FMLA leave, three conditions must be met:

1. The school district must have 50 or more employees on the payroll for 20 workweeks during the current or preceding calendar year.
2. At least 50 employees must work within 75 miles of the district's worksite for the district to be covered; and
3. The employee must have worked for the school district for at least 12 months and for at least 1,250 hours during the last year.

Eligible employees are those district employees who meet the above requirements and who request leave for one of the following reasons:

1. Birth, adoption, or foster placement of a child by an employee;
2. To care for a spouse, son, daughter, or parent who suffers from a severe health condition; or
3. For a serious health condition the employee is experiencing;
4. To care for a covered family servicemember with a serious illness or injury incurred in the line of duty on active duty; or
5. To use for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation.

Before an employee will be placed on unpaid family leave, the employee must first exhaust any accumulated sick leave, personal leave, and vacation time. Such sick leave, personal leave, and vacation time will be deducted from the 12 workweeks of eligibility. If both spouses are employees of this district, their total leave in any 12-month period will be limited to 12 weeks if the leave is taken (1) for the birth or adoption of a child or (2) to care for a sick parent. The right to take leave for the birth or placement of a son or daughter expires 12 months after the birth or placement with the employee. Eligible employees who are family members of covered servicemembers with a serious illness or injury incurred in the line of duty on active duty will be able to take up to 26 workweeks of leave in a single 12-month period. Sick leave, personal leave, and vacation leave will be deducted from the 26 workweeks of eligibility.

If the superintendent deems it necessary or desirable, an employee may be required to provide certification from a physician of the necessity of any leave requested. The superintendent may require certification as to the date the medical condition began, the anticipated duration and prognosis, and medical facts about the medical condition and treatment.

If the superintendent deems it necessary or desirable, the superintendent may require a second opinion by a physician selected and paid for by the district. If the original opinion and the second opinion conflict, the district may require a third opinion at the district's expense. The conclusion of the third opinion will be final and binding upon the employee and the district.

FAMILY MEDICAL LEAVE (Cont.)

If family leave is granted for a continuing health condition, subsequent recertification may be required at the discretion of the superintendent.

Intermittent leave may be taken in lieu of continuous leave for the birth or adoption of a child only with the concurrence of the district. The employee must provide 30 days of advance notice or as many days of advance notice as are practical. Leave taken for serious health conditions of the employee or an eligible member of the employee's family may be taken intermittently without district concurrence. However, the employee may be transferred to another position that can better accommodate the employee's recurring absences. Such transfer will not reduce the employee's pay and benefits.

Upon completion of family leave, the employee will be entitled to return to the former position of employment with equivalent benefits and pay without loss of seniority or tenure. The employee will be deemed to be at work for the purposes of tenure accrual and retirement vesting and participation. The district will maintain the employee's medical insurance coverage. If the employee contributes toward the premiums, the employee will continue to pay the same rate while on leave.

NOTE: During FMLA leave, a board has no obligation to continue to give an employee any benefits other than health insurance, and those benefits thus may be discontinued during the leave. A board may decide whether to extend continuation of coverage to life, dental, and vision insurance, but should know extensions are not required by the FMLA and there can be a substantial cost to the district in doing so. One option that is cost effective and still protects employees while they are on unpaid leave is to permit employees to retain ancillary insurances by reimbursing the district for the full cost of the premiums during the leave period. No benefits or seniority accrues during leave. The district may require documentation from the employee's physician that the employee is able to return to work. FMLA will run concurrently.

REFERENCE: 29 CFR pt. 825  
PL 103-3

THIS POLICY REQUIRED BY LAW.

**EXPENSE REIMBURSEMENT**

It is the policy of the Oakdale Board of Education to reimburse itemized and necessary expenses incurred by employees or members of the board on educational trips authorized by the board and itemized and necessary expenses incurred transacting school business. The superintendent is directed to prepare a regulation supporting this policy and establishing a rate schedule for board approval.

REFERENCE: 70 O.S. §5-117

*All next recommendations?*

*THIS POLICY REQUIRED BY LAW.*

**TRAVEL AND EXPENSES**

It is the policy of the board of the Oakdale Board of Education to reimburse itemized and necessary expenses incurred by employees or members of the board on educational trips approved by the board and itemized and necessary expenses incurred transacting school business. Expense tickets must be turned into the financial office. The district will not pay for any board member or employee dependent-care expenses regardless of whether the funding source is federal, state, or local funding.

Official school business for board members must be approved in advance by the board and travel for employees will be approved in advance by the building administrator or the superintendent. Requests and arrangements for employee travel will originate from the appropriate building administrator's office. Travel requests will be made as early as possible and placed on the building calendar as well as the master calendar. Emergency travel will be placed on the respective calendars as soon as possible following the travel or notification of the emergency.

The school will reimburse reasonable costs, subject to the availability of funds, for approved and documented travel. Lodging expenses will be reimbursed at actual cost for a single occupancy room.

Documented meal costs will be reimbursed when appropriate receipts are provided. The costs of meals and incidental expenses for group meetings conducted for the general improvement of the school system may be approved as a separate item by the board. The board may approve payment of meal expenses on a per diem basis rather than requiring meal expenses to be itemized and documented. If overnight travel is not involved and/or a meal is not provided as part of a workshop or part of a legitimate business meeting relating to school business, reimbursement for meals will be reported as taxable compensation and run through payroll.

Expenses for registration, parking, toll charges, and similar expenses will be reimbursed when documented by receipts or notarized affidavits.

School vehicles, when available, may be used for official business only. Private vehicles may be used when school vehicles are not available. Mileage expense will be reimbursed at the current IRS approved rate per mile when a school gasoline credit card is not used.

Claim forms for travel expenses are available in the building administrator's office. The forms will be completed and approved in the respective building and hand-delivered to the business office for payment.

**REFERENCE:** 70 O.S. §5-117  
2 C.F.R. 200.432 and 200.474

**STUDENT ACTIVITIES  
EXPENSE REIMBURSEMENT**

It is the policy of the Oakdale Board of Education to reimburse pre-approved itemized and necessary meal and lodging expenses incurred by school district students and sponsors involved in authorized school-sponsored cocurricular activities.

Requests and arrangements for student travel will originate from the appropriate building administrator's office. Travel requests will be made as early as possible and placed on the building calendar as well as the master calendar.

The school will reimburse reasonable costs, subject to the availability of funds, for approved and documented lodging and meal expenses.

Claim forms for travel expenses are available in the building administrator's office. The forms will be completed and approved in the respective building and hand-delivered to the business office for payment.

The board of education will determine if reimbursement will be made from the general funds of the school district or from the school activity funds.

**REFERENCE: 70 O.S. §5117**

*THIS POLICY REQUIRED BY LAW.*

## STAFF MEMBERS AND SOCIAL NETWORKING SITES

The Superintendent and the School Principals will annually remind staff members and orient new staff members concerning the importance of maintaining proper decorum in the on-line, digital world as well as in person. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. The orientation and reminders will give special emphasis to the following prohibited behaviors:

1. Improper fraternization with students using Facebook and similar internet sites or social networks, or via cell phone, texting or telephone.
  - a. Teachers may not list current students as “friends” on networking sites.
  - b. All e-contacts with students should be through the district’s computer and telephone system.
  - c. All contacts and messages by coaches with team members shall be sent to all team members, except messages involving medical or academic privacy matters, in which case the messages will be copied to the athletic director and the school principal.
  - d. Teachers will not give out their private cell phone or home phone numbers to students without prior written approval of the district and the parent of the minor student.
  - e. Improper private contact via e-mail or phone is prohibited.
2. Inappropriateness of posting items with sexual content
3. Inappropriateness of posting items exhibiting or advocating use of drugs and alcohol
4. Monitoring and penalties for improper use of district computers and technology

As per state law, employees are discouraged from sharing content or comments containing the following when directed at a citizen of the State of Oklahoma:

- 1) Obscene sexual content or links to obscene sexual content;
- 2) Abusive behavior and bullying language or tone;
- 3) Conduct or encouragement of illegal activity; and
- 4) Disclosure of any information required to be maintained as confidential by law, regulation, or internal policy.

“Social networking or “social media” means interaction with external websites or services based upon participant contributions to the content. Types of social media include social and professional networks, blogs, micro blogs, video or phone sharing and social bookmarking; and

“Comment” means a response to an article or social media content submitted by a commenter.

The Superintendent or designees will periodically conduct internet searches to see if teachers have posted inappropriate materials on-line. When inappropriate use of computers and websites is discovered, the School Principals and Superintendent will download the offensive material and promptly bring that misconduct to the attention of the school district’s legal counsel for review.

Employees who engage in any of the above-referenced prohibited behaviors are subject to the possibility of penalties, including dismissal from employment, for failure to exercise good judgment in on-line conduct.

**REFERENCE:** 74 O.S. § 840-8.1

**\*A copy of this policy shall be distributed to each affected employee by email.**

**HYGIENE AND SANITATION**  
**(BLOODBORNE PATHOGENS)**

The Oakdale Board of Education recognizes that body fluids of any person may contain infectious or contagious bacteria or viruses, and that such bacteria or viruses may be spread from one person to another by accidental or careless handling of body fluids during sanitation or custodial work or the administration of emergency first aid.

The superintendent is directed to prepare regulations establishing proper procedures for handling body fluids during normal housekeeping. Such procedures shall include methods for the handling and disposal of body fluids in school buildings and on school equipment and material. The district will make personal protective equipment available to employees for use in handling and disposing of body fluids.

The superintendent will also direct the identification of employees who could be reasonably anticipated as the result of their job duties to face contact with blood or other potentially infectious materials. Any employees so identified will be offered Hepatitis B vaccinations at district cost. Such vaccinations will be provided at a reasonable time and place, under the supervision of a licensed physician or health care professional and according to the latest recommendations of the U.S. Public Health Service.

School district employees who have had an exposure incident to body fluids will participate in a follow-up confidential medical evaluation documenting the circumstances of exposure, identifying and testing the source individual if feasible, testing the exposed employee's blood if the employee consents, post-exposure prophylaxis, counseling and evaluation of reported illnesses. Health care professionals must be provided specified information to facilitate the evaluation and their written opinion on the need for Hepatitis B vaccination following exposure. Information such as the employee's ability to receive the Hepatitis B vaccine must be supplied to the employer. All diagnoses must remain confidential.

**REFERENCE: 63 O.S. §1-502, et seq.**  
**29 CFR Part 1910.1030, OSHA**

**HYGIENE AND SANITATION**  
**(BLOODBORNE PATHOGENS)**  
**(REGULATION)**

In accordance with the policy of the board of education, the following regulation and attached procedures contains guidelines for cleaning and disposal of body fluids. For the purpose of this regulation, the term "body fluids" shall include reference to blood, semen, feces, urine, vomit, drainage from scrapes and cuts, and respiratory secretions.

1. Wear gloves. All personnel will wear disposable gloves during the cleanup and disposal of any of the body fluids listed above. When in doubt about material, assume it to be a body fluid. After each use, gloves should be destroyed or disposed of. Under no circumstances should gloves be recycled or used for more than one incident.
2. If gloves are not available and contact with body fluids or open wounds is necessary, hands should be carefully washed as follows:
  - A. Use liquid soap and water with vigorous washing under running water for at least 10 seconds;
  - B. Dry hands thoroughly with a paper towel. Use the paper towel to turn off the faucet and discard the towel in a proper container.
  - C. Use hand lotion if desired. CAUTION: Dry, cracked hands provide openings in the skin for bacteria to enter.
3. A 1 to 10 solution of household bleach and water may be stored in proper containers in areas where soap and water are not readily available. Such containers should be clearly marked as to the contents. The solution may be used in cleaning body fluid spillage and hands (if soap and water are not available) following cleanup.
4. Materials used in the cleanup of body fluids or suspected body fluids will be sealed in a plastic bag and discarded in appropriate trash containers. Soiled clothing articles, including sanitary napkins will be sealed in plastic bags and discarded. Other non-disposable cleaning items such as mops, towels, buckets, and other items will be thoroughly rinsed in the bleach and water solution and carefully washed in hot, soapy water.
5. Personnel will use the same procedures for washing non-disposable cleaning equipment as for handling body fluids and soiled clothing or other personal apparel.
6. Sanitary absorbents may be used to clean spilled body fluids. The absorbent should be swept up or vacuumed. Carpets should also be shampooed with a germicidal rug shampoo. Sweepings or used vacuumed bags should be sealed in a plastic bag for disposal. Brooms, dustpans, and vacuum brushes should be washed in a solution of 1 part bleach to 10 parts water.
7. Any liquid disinfectant used in cleaning floors, equipment, or materials should be discarded in a suitable and appropriate sewage drain.
8. Clothing, towels, and similar cleaning equipment should be washed in hot soapy water with one-half to one cup of bleach added to the wash water.

**HYGIENE AND SANITATION, BLOODBORNE PATHOGENS,  
REGULATION (Cont.)**

- 9. Custodians and sanitation personnel should wear latex disposable gloves during any cleaning operation where the possibility of encountering body fluid exists whether or not the fluid is touched.
- 10. Careful handwashing is the single most effective method of preventing the spread of contagious diseases. Hands should be washed in hot soapy water before and after any cleanup operation.
- 11. A copy of the Routine Procedures for Sanitation and Hygiene When Handling Body Fluids will be provided to each employee and must be followed when appropriate and necessary. (See DIAF-P.)

**ROUTINE PROCEDURES FOR SANITATION AND HYGIENE  
WHEN HANDLING BODY FLUIDS**

*Is this required?*

Definitions

1. Bloodborne Pathogens means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, Hepatitis B virus (HBV) and human immunodeficiency virus (HIV).
2. Contaminated means the presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.
3. Contaminated Laundry means laundry that has been soiled with blood or other potentially infectious materials or may contain sharps.
4. Exposure Incident means a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties.
5. Methods of Compliance - General-Universal precautions shall be observed to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.
6. Occupational Exposure means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.

Equipment Needed

Water	Disposal Bags	Baggies
Hand Soap	Dust Pans/Brush/Broom	Paper Towels
Towelettes	Disposable Gloves	Utility Gloves
Trash Cans & Plastic Liners		Mops & Buckets
Sanitary Napkin Container		

Disinfectant - Should use one or more of these:

- A. Sodium hypochlorite solution (household bleach)  
One (1) part bleach to ten (10) parts water  
Ex: 1½ cups bleach to 1 gallon of water  
Needs to be prepared each time used on inanimate objects.
- B. ViroGuard-Q - Distributed by Health Services  
One (1) oz. of ViroGuard-Q to 128 oz. of water.  
ViroGuard-Q is a germicidal product that is to be used on inanimate objects. ViroGuard-Q has bactericidal efficacy and fungicidal efficacy, mildew stat efficacy, virucidal efficacy, and sanitizing efficacy.
- C. Hydrogen Peroxide 3% - to be used on skin surfaces.

**ROUTINE PROCEDURES FOR SANITATION AND HYGIENE  
WHEN HANDLING BODY FLUIDS (Cont.)**

\_\_\_\_\_ D. Isopropyl Alcohol - to be used on some skin surfaces and for rinsing the hands.

\_\_\_\_\_ E. Sanitary absorbing agent (e.g., chlora-sorb).

Procedure

1. General

\_\_\_\_\_ A. Wear disposable gloves before making contact with body fluids during care, treatment, and all cleaning procedures.

\_\_\_\_\_ B. Discard gloves after each use.

\_\_\_\_\_ C. Wash hands with germicidal soap after handling fluids and contaminated articles, whether or not gloves are worn.

\_\_\_\_\_ D. Discard disposable items including tampons, used bandages, and dressings in plastic lined trash containers; close bags and discard daily.

\_\_\_\_\_ E. Do not reuse plastic trash bags.

\_\_\_\_\_ F. Use disposable items to handle body fluids whenever possible.

\_\_\_\_\_ G. Use paper towels to pick up and discard any solid waste materials such as vomitus or feces.

\_\_\_\_\_ H. Use general-purpose utility gloves (e.g., rubber household gloves) for housekeeping chores involving potential blood contacts and for general cleaning. Utility gloves can be cleaned and reused but should be discarded if they are peeling, cracked or discolored, or if they have punctures, tears or other evidence of deterioration.

2. Handwashing

\_\_\_\_\_ A. Use germicidal soap and running water. Soap suspends easily removable soil and microorganisms, allowing them to be washed and rinsed away.

\_\_\_\_\_ B. Rub hands together for approximately ten (10) seconds to work up a lather.

\_\_\_\_\_ C. Scrub between fingers, knuckles, back of the hands and nails. Nails should be short and trimmed. Jewelry should not be worn.

\_\_\_\_\_ D. Rinse hands under running water. Running water is necessary to carry away debris and dirt.

**ROUTINE PROCEDURES FOR SANITATION AND HYGIENE  
WHEN HANDLING BODY FLUIDS (Cont.)**

- \_\_\_\_\_ E. Use paper towels to thoroughly dry hands.
- \_\_\_\_\_ F. Use paper towel to turn water off, discard paper towel.
3. Washable Surfaces (bottles, dishes, toys, tables, desks, etc.)
- \_\_\_\_\_ A. Use ViroGuard-Q solution or use household bleach solution, mixed fresh. Scrub as needed.
- \_\_\_\_\_ B. Rinse with water.
- \_\_\_\_\_ C. Allow to air dry.
- \_\_\_\_\_ D. When bleach solution is used, handle carefully.
- \_\_\_\_\_ 1. Gloves should be worn since the solution is irritating to the skin.
- \_\_\_\_\_ 2. Avoid applying to metal, since it will corrode most metals.
- \_\_\_\_\_ E. Toys that are placed in children's mouths should be cleaned with water and detergent, disinfected, and rinsed before handling by another child.
- \_\_\_\_\_ F. All frequently touched toys should be cleaned and disinfected daily.
- \_\_\_\_\_ G. The use of soft, non-washable toys in classrooms should be discouraged.
4. Floors
- \_\_\_\_\_ A. Use household bleach solution, mixed fresh, or multi-purpose disinfectant.
- \_\_\_\_\_ B. Use the two (2) bucket system: One bucket to wash the soiled surface and one bucket to rinse, as follows:
- \_\_\_\_\_ 1. In bucket #1, dip, wring, mop up vomitus, blood, etc.
- \_\_\_\_\_ 2. Dip, wring, and mop once more.
- \_\_\_\_\_ 3. Dip and wring out mop in bucket #1.
- \_\_\_\_\_ 4. Put mop into bucket #2 (rinse bucket) that has clean bleach solution.
- \_\_\_\_\_ 5. Mop or rinse area.
- \_\_\_\_\_ 6. Return mop to bucket #2 to wring out. This keeps the rinse bucket clean for second spill in the area.
- \_\_\_\_\_ 7. After spills are cleaned, proceed with #3.
- \_\_\_\_\_ C. Soak mop in the bleach solution after use.
- \_\_\_\_\_ D. After cleanup is completed, discard contents of bucket #1. Bucket #2 is now bucket #1; mix fresh bleach solution for bucket #2.

**ROUTINE PROCEDURES FOR SANITATION AND HYGIENE  
WHEN HANDLING BODY FLUIDS (Cont.)**

- E. Water and disposable cleaning equipment should be placed in a toilet or plastic bag, as indicated.
- F. Rinse nondisposable cleaning equipment (dustpan, buckets) in disinfectant.
- G. Dispose of disinfectant solution down the drainpipe.
- H. Remove gloves, if worn, and discard in the appropriate receptacle.
- I. Wash hands as described above.
5. Non-Washable Surfaces (rugs and upholstery, etc.)
- A. Apply sanitary absorbing agent, let dry, vacuum.
- B. If necessary, use broom and dustpan to remove soiled materials.
- C. Apply rug or upholstery shampoo as directed. Re-vacuum according to directions on shampoo.
- D. Spray soiled area with ViroGuard-Q solution, air dry.
- E. Clean dustpan and broom, if used. Rinse in ViroGuard-Q solution or household bleach solution.
- F. Wash hands as described above.
6. Soiled Washable Materials (clothing, towels, uniforms, etc.)
- A. Rinse items under running water, using gloved hands, if appropriate.
- B. Place items in plastic bag and seal until items are washed. Plastic bags containing soiled, washable material must be clearly identified.
- C. Wash hands as described above.
- D. Wipe sink with paper towels, discard towels.
- E. Machine wash soiled items separately.
1. If material is bleachable, add ½ cup bleach to the wash cycle. If it is not bleachable, add ½ cup nonchlorine bleach (Clorox II/Borateem) to the wash cycle.
2. Wash in hot water: 160° F for 25 minutes, using detergent with disinfecting agent.
3. Discard plastic bag.
4. After handling soiled items, wash hands as described above.

**ROUTINE PROCEDURES FOR SANITATION AND HYGIENE  
WHEN HANDLING BODY FLUIDS (Cont.)**

7. To Clean Blood or Body Fluid Spills (blood from nose, mouth, and skin lesions)

- A. Put on gloves.
- B. Use disposable wipes, cotton balls, or gauze pads which have been immersed in 3% peroxide.
- C. Proceed to clean blood spills with the solution soaked materials.
- D. Place soiled materials in a plastic bag for disposal.
- E. Remove gloves, include with soiled materials and discard.
- F. Wash hands as described above.

8. Toileting and Diapering

- A. Toileting and toilet training equipment should be maintained in a sanitary condition.
- B. Diaper changing surfaces should be nonporous and sanitized between uses for different children.
- C. Soiled disposable diapers or soiled disposable wiping cloths should be disposed of in a secure plastic lined container.
- D. Diapers should be able to contain urine and stool and minimize fecal contamination of the children, providers, and environmental surfaces and objects.
- E. Diapers should have an absorbent inner lining attached to an outer covering made of waterproof material that prevents escape of feces and urine. Outer and inner lining must be changed as a unit and not reused.
- F. Fecal contents may be placed in toilet, but diapers must not be rinsed. Preferably, dispose of diaper and contents as a total unit.
- G. Diaper changing areas should never be located in food preparation areas and should never be used for temporary placement of foods.

9. Potty Chairs

- A. Potty chairs must be emptied into a toilet after each use, cleaned in a utility sink, and disinfected after each use.
- B. Gloves should be used if wiping a child. Leave gloves on until cleaning procedure is finished.

**ROUTINE PROCEDURES FOR SANITATION AND HYGIENE  
WHEN HANDLING BODY FLUIDS (Cont.)**

C. Staff should sanitize potty chairs, flush toilets, and diaper changing areas with the household bleach solution or ViroGuard-Q solution.

D. Wash hands as described above.

10. Sleeping Equipment

A. Each item should be used by only one child.

B. The sleeping equipment should be cleaned and sanitized prior to assignment to another child.

C. Crib mattresses should be cleaned and sanitized when soiled or wet.

D. Sleeping mats should be stored so that contact with the surface of another mat does not occur.

E. Bedding should be assigned to each child and cleaned when soiled or wet.

11. General Information

A. CPR - Use disposable mouth piece and/or face shield (will be kept in the clinic).

B. ViroGuard-Q will be requested from the school and kept in the clinic in a spray bottle, ready for use.

C. Prepare a "cleanup baggie" by placing in a baggie a towelette moistened with hydrogen peroxide. Keep cleanup baggie and gloves in your desk or pocket. Use for recess or duty, if not used pass it to the next person on the duty schedule.

D. P.E. teachers, coaches, and trainers need cleanup baggies ready for use in classes, at athletic events, and during team practice sessions.

E. Take cleanup baggies and gloves on field trips.

F. All cleaning supplies must be labeled regardless of container.

12. Personal Hygiene Measures

A. Wash hands in soap and water immediately after evacuating bowels or bladder and always before handling food or eating.

B. Keep hands and unclean articles or utensils that have been used for bodily purposes by others away from the mouth, eyes, nose, ears, and wounds.

**ROUTINE PROCEDURES FOR SANITATION AND HYGIENE  
WHEN HANDLING BODY FLUIDS (Cont.)**

- \_\_\_\_\_ C. Avoid using common or unclean eating utensils, drinking cups, towels, combs, handkerchiefs or disposable tissues.
  
- \_\_\_\_\_ D. Avoid exposure to other persons' spray from the nose or mouth as in coughing, sneezing, laughing, or talking.
  
- \_\_\_\_\_ E. Wash hands thoroughly after handling another person's belongings.

**PROFESSIONAL GROWTH AND DEVELOPMENT**

It is the policy of the Oakdale Board of Education that teachers and other employees shall continue their professional growth through seminar and workshop attendance and membership in professional organizations. The board believes that it has a responsibility to provide opportunities for the continual growth of its professional staff. Such opportunities may include, within budgetary limitation, special in-service training courses and workshops as recommended by a professional development committee and/or the board. Staff members are encouraged to seek additional and higher degrees, to obtain further certification, and to become more proficient not only in their subject area, but also in their ability to handle discipline, to motivate students, and to cope with both personal and job-related stress.

A focused and individualized program of professional development shall be created for each teacher and administrator that is consistent with the qualitative component of the TLE. Annual professional growth goals shall be developed for each certified employee in collaboration with the certified employee's evaluator. The goals shall be tailored to address a specific area or criteria identified through the qualitative component of the TLE. The certified employee will actively engage with learning practices that are evidence-based, researched practices that are correlated with increased student achievement, and the professional development will be supported by resources that are easily available and supplied by the school district and the State Department of Education. The superintendent or designee shall monitor compliance with each individualized program of professional development.

The professional development committee shall be composed of classroom teachers, administrators, school counselors or licensed mental health providers, and parents, guardians, or custodians of children in the district. A majority of the committee shall be composed of classroom teachers who will be selected by a designated administrator of the district from a list provided by the teachers in the school district. The members selected shall be subject to the approval of a majority vote of the teachers in the district. The administrators shall be selected by the board from a list provided by the superintendent. Parents shall be selected by the board from a list provided by the administration and the professional development committee.

When classes are dismissed for that purpose, teachers are expected to attend professional meetings or forfeit one day's pay for each day of the meeting unattended unless an emergency exists.

The board may authorize the attendance of teachers at educational conferences and may reimburse travel and lodging expenses. Authorization to attend shall be obtained from the board prior to the activity date. Written requests shall be submitted to the superintendent who will forward the request to the board.

- REFERENCE:**
- 70 O.S. §3-104.2
  - 70 O.S. § 101.10
  - 70 O.S. §6-192, et seq.
  - 70 O.S. §6-194
  - 70 O.S. §6-204.2

? Establish a "PD. Committee"

**PROFESSIONAL GROWTH AND DEVELOPMENT  
(REGULATION)**

*I question this.*

In accordance with the policy of the board of education, the following regulation shall govern professional development.

Professional Development of Certified and Licensed Personnel

1. Membership in Professional Organizations

The board of education feels genuine professional growth can be obtained by membership in the various professional organizations, but that membership should be on a voluntary basis and not compulsory.

2. Attendance at Required Meetings (all certified and licensed personnel)

Certified and licensed persons are expected to attend all curriculum meetings planned by the professional development committee.

3. In-service Training

A. A minimum of 75 professional development points shall be earned within a five-year period by each certified and licensed individual in order to maintain employment in this district. One point shall be equivalent to one clock hour.

B. A minimum of \_\_\_\_\_ professional development points shall be earned annually by each certified and licensed individual in order to maintain employment in this district.

C. \_\_\_\_\_ professional development points must be earned from the \_\_\_\_\_ professional days in August. Any exceptions must be submitted and approved by the professional development committee.

D. At least once a year a program shall be offered on recognition and reporting of child abuse and neglect which all teachers will be required to complete. For those teachers who are unable to complete the program on the day offered, other arrangements will be made.

*2nd other state mandated req.*

4. National Board Certification

Districts may choose either of the following options:

Teachers who have submitted an application for National Board Certification may utilize two (2) of their five (5) professional days for certification portfolio development.

Or

Teachers who have submitted an application for National Board Certification may receive two (2) professional days for certification portfolio development during which a substitute teacher shall be provided by the school district at no cost to the teacher.

**PROFESSIONAL GROWTH AND DEVELOPMENT, REGULATION (Cont.)**

Approved Professional Development Opportunities

1. Such workshops as shall be provided by the local professional development committee in response to analysis of needs assessments administered annually to all certified and licensed personnel.
2. Credit may be earned through the following alternatives:
  - A. Professional Meetings (Sanctioned by State Department of Education or professional organizations where professional development points are awarded.)
    1. State and Zone O.E.A. Workshops and C.C.O.S.A. Meetings
    2. Summer and Saturday Workshops
    3. Coaches Clinics (for Summer Coaching Clinic in the absence of signed vouchers - 10 professional development points allowed with local voucher to be signed by superintendent)
    4. Vocational Workshops
    5. Teacher Visitation
    6. Etc.
  - B. Professional Committees
    1. Textbook Committee
    2. Professional Development Committee
    3. Local certified personnel conducting workshops
    4. Local Teacher Association President (5 points/year)
    5. Curriculum Review Planning Committee
    6. Curriculum Review Chairpersons (1 point/year)
  - C. College Courses and Credits (One semester hour of approved college credit shall equal 15 professional development points.)
  - D. Additional kinds of experiences may be recommended as alternative activities to the professional development committee to be approved by the board of education.
  - E. For each clock hour of participation in alternate activities, one professional development point will be awarded.

Record Keeping

1. Vouchers for workshops and individual records of professional development points will be kept by the Professional Development Representative in each building.
2. Turning in vouchers, evaluations, and signing the record of points is the responsibility of each individual.

**PROFESSIONAL GROWTH AND DEVELOPMENT, REGULATION (Cont.)**

3. Vouchers and evaluations must be turned in to the building representative no later than one week after a workshop. These points will be lost if this is not done during this time period.
4. An evaluation is to be filled out for every local workshop and returned to the building representative.
5. Lost vouchers result in points not being counted. Replacement vouchers will not be available.
6. A comparison check of each certified and licensed person's points will be made once each semester by the building representative and the representative from the central office.
7. Any questions concerning professional development should be directed to the building representative.
8. College credit earned during the summer must be turned in to the building representative no later than the end of the first full week beginning each school year. (A copy of the transcript or grades is needed to show the number of hours earned.)

Evaluation

1. Individual records of professional development points will be maintained as required by state statutes.
2. Cooperation of all certified and licensed personnel will be necessary to maintain an accurate professional development record for each person.
3. Failure to fulfill professional development training requirements result in action by the board of education according to state statutes.

Guidelines for Membership on Professional Development Committee

1. Classroom teacher and principal replacement members for the professional development committee will be elected for a two-year term. Terms for regular and alternate members will coincide.
2. The chairperson and co-chairperson will be chosen at the end of each school term to begin serving the following school year. The chairperson should be a professional development member with one year of experience on the committee.

## TEACHER EVALUATION

The Oakdale Board of Education believes that personnel evaluation is a mutual endeavor among all staff members and the board to improve the quality of the overall educational program. The improvement of the district's educational efforts must be a joint responsibility of the school district and the individual educator.

All certified staff members shall be evaluated using an evaluation system that has been approved by the Oklahoma State Board of Education. The completed evaluation shall be retained in the personnel file of the person being evaluated. The evaluation instrument is a confidential document and shall be protected accordingly.

Probationary teachers shall receive formative feedback from the evaluation process at least twice each year. Formative feedback shall occur during the fall semester, and at least once during the spring semester, each year. Career teachers shall be evaluated at least once each year except for career teachers receiving a district evaluation rating of "superior" or "highly effective" rating under the TLE, who may be evaluated once every three two (32) years. Evaluations of teachers shall be made by the appropriate certified principal, or other designated certified and qualified administrative person.

The evaluation rating of teachers and administrators shall be based on the qualitative component of the TLE.

For evaluations of teachers and administrators conducted during the 2017-2018 school year, and each school year thereafter, school districts shall incorporate and put into operation the qualitative component of the TLE and shall provide all teachers and administrators with a district evaluation rating based upon the components of the TLE.

For evaluations of teachers and administrators conducted during the 2018-2019 school year, and each school year thereafter, school districts shall fully incorporate and put into operation the individualized programs of professional development as set forth at 70 O.S. § 6-101.10 (B).

The evaluation shall be reviewed by the staff member and the evaluator. Either or both may attach written and signed comments to the evaluation instrument within two weeks of the evaluation, provided that no additional statements or comments shall be attached without the teacher's knowledge. The teacher's signature on the evaluation instrument shall serve only to reflect the teacher's acknowledgment that an evaluation was conducted. A copy of the completed evaluation instrument will be provided to the teacher.

Except by order of a court of competent jurisdiction, evaluation documents and the responses thereto shall be made available only to the evaluated person, the board of education, the administrative staff making the evaluation, the board and administrative staff of any school to which the evaluated person applies for employment, and such other persons given consent by the teacher in writing, and shall be subject to disclosure at a hearing or trial de novo.

If the evaluation discloses any area(s) in which improvement can be reasonably expected and desired, the principal shall discuss such area(s) with the teacher and offer suggestions and recommendations as to how improvement may be achieved. Such recommendations shall be recorded on the evaluation instrument.

When the evaluating administrator identifies poor performance or conduct that the administrator believes may lead to a recommendation for the career teacher's dismissal or nonreemployment, the administrator will admonish the teacher in writing and make reasonable effort to assist the teacher in correcting the poor performance or conduct; and establish a reasonable time for improvement, not to exceed two months.

TEACHER EVALUATION (Cont.)

If the career teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation to the superintendent for the dismissal or nonreemployment of the teacher. A probationary teacher will receive a plan of improvement if inadequate teaching performance exists.

The board shall review this evaluation policy on an annual basis following consultation or involvement by representatives selected by the teachers in this district.

REFERENCE: 70 O.S. §6-101.10, et seq.

THIS POLICY REQUIRED BY LAW.



EVALUATION OF ADMINISTRATIVE PERSONNEL

Except for the superintendent of schools, who shall be evaluated by the board of education, all certified and non-certified administrators shall be evaluated at least annually by the certified administrative personnel designated by the superintendent. All evaluations shall be made in writing utilizing a system for evaluation approved by the State Board of Education. An individualized program of professional development shall be created for all administrators.

Evaluation documents and responses thereto are to be maintained in a personnel file for each administrator. The same evaluation form shall be used for both certified and non-certified administrators. The evaluator may omit any criterion or indicator on the evaluation form that is not applicable to the administrative position being evaluated. The evaluation instrument is a confidential document and shall be protected accordingly.

This policy and the evaluation form utilized to effectuate this policy shall promptly be made available to all persons subject to this policy.

All certified and non-certified administrators shall be evaluated and the evaluation form completed no later than **JUNE 1** of each school year.

The board of education shall evaluate and complete the evaluation form on the superintendent of schools prior to the board taking any action to renew or not renew the superintendent's contract.

THIS POLICY REQUIRED BY LAW.

*Model used.*

PERSONNEL FILES  
CERTIFIED STAFF

A file of personnel records shall be maintained in the superintendent's office for each certificated employee of the Oakdale Public Schools. A file shall be kept for all resigned or retired employees, including such essential information as shall seem appropriate to the administration as specified by state and federal laws.

Confidentiality

Personnel information concerning district employees is generally confidential and may be reviewed only on a "need to know" basis under conditions which guarantee management's right of access to information necessary to make judgments and the protection of the employees of the district against unnecessary invasion of privacy. Some personnel information is "public record" and must be released to any person upon request.

Files containing medical information regarding an employee will be kept separate from other personnel files.

Types of Information

It shall be the responsibility of each certificated employee to see that there is filed with the district any record of prior teaching experience. In addition, if the teacher has rendered military service, the proof of discharge from the service must be furnished. It is the obligation of the certificated employee to see that information that will maintain the employee's personnel file on a complete and up-to-date basis is sent to the superintendent's office. The records shall contain the following information:

1. The correct name and the current address and telephone number of the employee;
2. An accurate record of the work experience of the employee;
3. Current data on education completed, including the transcripts of all academic work;
4. Proof of requirements fulfilled in order to be eligible for salary;
5. Current data on credentials;
6. Any current data requested concerning the health of the employee, or medical examinations that the employee may have undergone;
7. Records of assignment;
8. Evaluations of performance;
9. Letters of commendation, reprimand, or omission of duty;
10. Other materials mutually agreed upon between the principal and the teacher.

PERSONNEL FILES, CERTIFIED STAFF (Cont.)Use of Personnel Records

All the contents of the personnel records file shall be available for inspection by the employee concerned. The district reserves the right to have a member of the superintendent's office staff present at the time the employee inspects his or her personnel file for the purpose of explaining and interpreting the information therein. Similarly, at the time the record is reviewed, the employee shall have the right to have present a representative of his or her own choosing, if desired.

The teacher shall have the right to respond to all materials contained in the personnel file and to any materials to be placed in the file in the future. Responses shall become part of the file.

Parental Notice

If the school district receives Title I funds, the No Child Left Behind Act requires the district is required to provide parents with notice that they may request information about the professional qualifications of classroom teachers. The notice to parents must include the following:

1. Whether the teacher has met state qualifications for the grade levels and subject areas taught.
2. Whether the teacher is teaching under emergency or other provisional status.
3. The baccalaureate degree of the teacher and any other graduate certification or degree held by the teacher, and the subject area(s) of the certification or degree.
4. Whether the child is provided services by paraprofessionals, and, if so, their qualifications.

If a parent requests the above-listed information, the district is required to provide the information in a timely manner. If the district has hired a teacher who is not highly qualified and the teacher has taught a child for four or more weeks, the district is required to provide the parents notice that their child has been taught by a teacher who is not highly qualified.

REFERENCE: 51 O.S. §24A.7.  
70 O.S. §6-101.11  
P. L. 107-110, No Child Left Behind Act of 2001  
The Americans With Disabilities Act

*THIS POLICY REQUIRED BY THE  
NO CHILD LEFT BEHIND ACT FEDERAL LAW.*

## TERMINATION OF EMPLOYMENT TEACHERS

It is the policy of the Oakdale Board of Education that professional employees, who for any reason intend to resign or who intend to retire, are encouraged to indicate their plans in writing to the board as early in the school year as plans may become firm and the decision to leave the district is made. Resignations become effective at the end of the school year in which they are submitted. Resignations to become effective earlier than at the end of the school year require a release by the board and must be considered on an individual basis. Resignations for the subsequent school year likewise require a release by the board and will be considered on an individual basis. Letters of resignation must be mailed to the board by registered or certified mail. *hand-delivered (see policy # —)*

Career teachers will be subject to dismissal at any time - or will not be eligible for reemployment - for:

1. Willful neglect of duty,
2. Repeated negligence in the performance of duty,
3. Mental or physical abuse to a child,
4. Incompetency,
5. Instructional ineffectiveness,
6. Unsatisfactory teaching performance,
7. Commission of an act of moral turpitude,
8. Abandonment of contract,
9. Conviction of a felony,
10. After a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties, or
11. Failure to earn required staff development points.

Probationary teachers may be terminated for cause or nonrenewed by the board at its discretion subject to any statutory due process requirements in effect at the time such teacher is recommended for dismissal or nonrenewal.

Procedures for dismissal of certified employees are governed by state law and all actions of the school district and the board are clearly identified in the statutes. However, nothing in this policy shall be construed to prevent layoffs due to lack of funds or work. No action regarding dismissal or nonrenewal of an employee shall be taken until the employee has received due process (see DO-R).

The board of education may vote to offer employment or to not offer employment for the subsequent school year in advance of the statutory deadline. Until a written contract is executed or until the statutory deadline passes, the board may vote to not reemploy a certified employee.

**TERMINATION OF EMPLOYMENT, TEACHERS (Cont.)**

The superintendent is directed to prepare procedures for the termination of **career and probationary teachers** in support of this policy.

**REFERENCE: 70 O.S. §6-101, §6-101.20, et seq.**  
**70 O.S. §18-123**

*Temp. contracts?*

## TEACHER TERMINATION PROCEDURES

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In accordance with the policy of the board of education, the following procedures shall be followed in terminating the employment of **career and probationary teachers**.

Whenever the superintendent recommends to the board of education that a teacher employed within this school district be dismissed or not reemployed, the superintendent's written recommendation shall set forth the basis for the recommendation. The recommendation shall include the specific statutory grounds on which a career teacher should be dismissed or not reemployed, or the cause for which a probationary teacher should be dismissed or not reemployed, and shall include the underlying facts supporting the recommendation.

Whenever the board of education receives a recommendation for the dismissal or nonreemployment of a teacher, the board or individual designated by the board shall mail, or cause to be mailed, a copy of the recommendation to the teacher, by personal delivery to the teacher with a signed acknowledgement of receipt, or serve the recommendation and notice of hearing by process server. If mailed, such mailing will be by certified mail, restricted delivery, return receipt requested. The notice must specify the statutory grounds - for career teachers - or the cause - for **probationary teachers** - upon which the recommendation is based and shall include the teacher's right to a hearing before the board and the date, time, and place set by the board for hearing. Such hearing shall be held within the school district no sooner than twenty days nor later than sixty days following the teacher's receipt of notice. The board delegates the superintendent, as its agent, to set a time, date, and place for the hearing after consultation with the board president.

Hearing procedures for teachers shall be as follows:

1. The parties to the hearing are the teacher and the superintendent or designee, and they shall be afforded the following rights at any hearing held pursuant to these regulations:
  - A. The right to be represented.
  - B. The right to present witnesses in person or to present their testimony by interrogatories, affidavits, or depositions if agreed to by the parties. A list of all witnesses and exhibits shall be furnished to the other party at least five (5) days before the hearing.
  - C. The right to cross-examine witnesses.
  - D. The right to testify in his/her own behalf and present evidence and argument on all issues involved.
  - E. The right to have an orderly hearing.
  - F. The right to have an impartial decision based upon the evidence presented.
2. The board president or, in case of absence, a designee, shall be the presiding officer at the hearing.
3. The hearing shall be convened by the board president who shall state the purpose of the hearing, introduce the parties, and administer the oath to all persons who will testify.

**TEACHER TERMINATION PROCEDURES (Cont.)**

4. Upon the request of either party, the presiding officer may exclude from the hearing room the witnesses not at the time under examination, except that a party to the proceeding and his/her representative shall not be excluded.
5. At the hearing, the burden of proof shall be on the superintendent and the standard of proof shall be by a preponderance of the evidence.
6. While a record of the hearing is not required by law, the State Board of Education strongly suggests that the local board of education shall maintain such a record (including a tape or other electronic or digital recording of the hearing and any documents or evidence presented to the board) for two (2) years from the date of the hearing.
7. Informal disposition of any recommendation for dismissal or nonrenewal may be made by written stipulation, agreed settlement, consent order, or default.
8. The order of the procedures shall be:
- A. Opening statement by the superintendent.
  - B. Opening statement by the teacher.
  - C. Presentation of the superintendent's evidence, followed by cross-examination of witnesses by the teacher.
  - D. Questions by the board members.
  - E. Presentation of the teacher's evidence, followed by cross-examination of witnesses by the superintendent.
  - F. Questions by the board members.
  - G. Presentation of rebuttal and surrebuttal evidence as necessary.
  - H. Closing argument by the superintendent.
  - I. Closing argument by the teacher.
  - J. Deliberation by the board members.
  - K. Vote by the board to accept or reject the superintendent's recommendation and recitation of findings of fact upon which the decision is based.
9. Presentation and consideration of evidence shall abide by the following:

**TEACHER TERMINATION PROCEDURES (Cont.)**

- \_\_\_\_\_ A. Only evidence that reasonably relates to the issues before the board, as reflected in the notice to the teacher, should be deemed relevant.
- \_\_\_\_\_ B. Strict rules of evidence as required by a court of law shall not apply in these hearings.
- \_\_\_\_\_ C. Rulings on admissibility of evidence will be made by the presiding officer.
- \_\_\_\_\_ D. Documentary evidence may be received in the form of copies or excerpts.
- \_\_\_\_\_ E. Documentary evidence presented to the board shall be marked with a distinguishing number or letter such as Teacher's Exhibit #1 or Superintendent's Exhibit #1.
- \_\_\_\_\_ F. While hearings are open to the public, no questions or statements will be allowed by members of the public attending the hearing except through the parties or their council.

The board of education may convene into executive session to deliberate findings of fact. After due consideration of the evidence and testimony presented at the hearing, the board of education shall vote in open meeting whether or not to dismiss or nonreemploy the teacher. The board's decision shall include a recitation of the basic or underlying facts relied upon by the board in reaching its decision. The teacher shall be notified in writing of the board's decision by certified mail, restricted delivery, return receipt requested, or substitute process as authorized by law within ten (10) business days of the hearing. The decision of the board regarding a teacher shall be final and nonappealable.

The board of education must forward hearing information concerning teachers to the State Board of Education on a prescribed form available from the administrative office.

**SUPPORT PERSONNEL**  
**SUSPENSION, DEMOTION, NONRENEWAL, OR TERMINATION**

The Oakdale Board of Education has adopted the following procedure for the suspension, demotion, or termination of support personnel in accordance with Title 70 of Oklahoma Statutes, Sections 6-101.40 through 6-101.47.

For the purpose of this policy, "support employee" means a full-time employee as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee who is employed a minimum of one hundred seventy-two days (172) and who provides those services which are not performed by certified teachers, principals, superintendents or administrators and which are necessary for the efficient and satisfactory functioning of a school district. Those support employees who work less than one hundred seventy-two days (172) are not entitled to due process and shall be employed on an at-will basis.

No support employee who has been employed in the school district for more than one year may be suspended, discharged, or nonrenewed except within the provisions of this policy. However, this policy shall not be construed to prevent layoffs or reductions-in-force for lack of funds or work.

When the immediate suspension of a support employee is in the best interest of the school, the superintendent may suspend the employee with or without pay without a hearing. If an employee is suspended for a period exceeding 10 days, the superintendent shall initiate termination proceedings immediately upon the beginning of suspension. However, in a case involving a criminal charge, the suspension may be delayed until the case is adjudicated at trial. Nothing herein shall prevent proceeding against the employee for termination of employment during or after the suspension.

Prior to demotion, termination, or nonrenewal and after any suspension, the support employee shall receive notice of his or her right to a board hearing if so requested. Employees will be notified by certified mail of a superintendent's recommendation to demote or terminate employment, and the support employee must request a hearing by certified mail to the board clerk within 10 working days of said notice, or the employee shall be deemed to have waived his or her right to a hearing.

If a hearing is requested, the hearing shall be conducted at the next succeeding regular meeting of the board if the request is received by the board clerk at least 10 days prior to such meeting. However, a special meeting may be conducted if requested by the employee or at the discretion of the board of education. Such special meeting shall be conducted no sooner than 10 days, nor later than 30 days, after receipt of the hearing request. The decision of the board shall be final.

The procedures of this policy only protect employees who have been employed more than one year immediately preceding adverse employment action and are suspended or discharged during a contractual period of employment or are nonrenewed.

In accordance with Title 70 of the Oklahoma Statutes, Sections 6-101.40 through 6-101.47, the board hereby adopts the following causes for suspension, demotion, termination, or nonrenewal of support personnel:

1. Leaving workstation without authorization prior to lunch periods or end of workday.
2. Excessive unexcused absenteeism.
3. Chronic absenteeism for any reason.
4. Excessive tardiness.

**SUPPORT PERSONNEL, SUSPENSION, DEMOTION, NONRENEWAL OR TERMINATION (Cont.)**

5. Persistently wasting time or distracting others during working hours.
6. Leaving work area during working hours without proper notification and permission.
7. Falsification of personnel or other records (personal or another employee's records).
8. Possession of weapons on the premises at any time.
9. Removing district property, records, or confidential information from premises without proper authority.
10. Willful abuse, misuse, defacing, or destruction of district property, including tools, equipment, or other property of other employees.
11. Theft or misappropriation of property of employees, students, or of this district.
12. Sabotage.
13. Refusal to follow instructions of supervisor.
14. Refusal or failure to do work assignment.
15. Unauthorized operation of vehicles, machines, tools, or equipment.
16. Threatening, intimidating, coercing, abusing or interfering with employees, supervisors, or students at any time.
17. The making or publishing of false, vicious, or malicious statements concerning any employee, supervisor, students, or the district.
18. Creating or contributing to unsanitary conditions.
19. Practical jokes injurious to employee's or district property.
20. Possession, consumption, or reporting to work under the influence of alcohol, nonprescribed drugs, or controlled substances.
21. Creating disturbances on the premises at any time.
22. Disregard of known safety rules or common safety practices.
23. Unsafe operation of motor driven vehicles.
24. Operating machines or equipment without safety devices provided.

**SUPPORT PERSONNEL, SUSPENSION, DEMOTION, NONRENEWAL OR TERMINATION (Cont.)**

25. Participating in or witnessing gambling, lottery, or any other game of chance on district property.
26. Unauthorized distribution of literature, written, or printed matter of any description on district property.
27. Posting or removing notices, signs, or writing in any form on bulletin boards of district property at any time without specific authority of the administration.
28. Poor workmanship.
29. Immoral conduct or indecency including abusive and/or foul language.
30. Making or receiving personal telephone calls or texting, posting to Facebook, or use of other social media during working hours.
31. Walking off the job.
32. Continued poor or negative attitude while on the job, including poor relationship with other staff or students.
33. Smoking in unauthorized area or at unauthorized time.
34. Failure to dress appropriately for work assignment.
35. Refusal of job transfer within the district when transfer does not result in demotion.
36. Abuse of rest periods or meal period policies.
37. Inappropriate and/or unauthorized use of the school district's computer network or Internet connections.
38. Insubordination of any kind.
39. Racial discrimination, including racial slurs or other demeaning remarks concerning another person's race, ancestry, or country of origin and directed toward another employee, a student or a visitor.
40. Violation of any district rule or policy.
41. Violation of any administrative rule or order.
42. If it is in the best interest of the school district, any support person may be suspended, demoted, or terminated.

Violations of any of the above may lead to the suspension, demotion, or termination of the support employee.

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

**THIS POLICY REQUIRED BY LAW.**

## REDUCTION-IN-FORCE CERTIFIED PERSONNEL

It is the policy of the Oakdale Board of Education that, in the event it becomes necessary to reduce the professional staff of this school district, reduction-in-force at any level may be based on any of the following conditions:

- \_\_\_\_\_ Decrease in revenue,
- \_\_\_\_\_ Decrease in student enrollment,
- \_\_\_\_\_ Changes in educational programs or curriculum,
- \_\_\_\_\_ Cancellation of programs, or
- \_\_\_\_\_ Any other circumstances determined by the board.

### Definitions

Career teacher means a teacher who:

- a. is employed by a school district prior to the 2017-2018 school year and has completed three (3) or more consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, or
- b. for teachers employed for the first time by a school district under a written continuing or temporary teaching contract during the 2017-2018 school year and thereafter.

(1) has completed three (3) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract and has achieved a district evaluation rating of "superior" as measured pursuant to the TLE as set forth in 70 O.S. § 6-101.16 of this act for at least two (2) of the three (3) school years.

(2) has completed four (4) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, has averaged a district evaluation rating of at least "effective" as measured pursuant to the TLE for the four-year period, and has received a rating of at least "effective" for the last two (2) years of the four-year period, or

(3) has completed four (4) or more consecutive complete school years in one school district under a written continuing or temporary teaching contract and has not met the requirements of subparagraph "a" or "b" of this paragraph, only if the principal of the school at which the teacher is employed submits a petition to the superintendent of the school district requesting that the teacher be granted career status, the superintendent agrees with the petition, and the school district board of education approves the petition. The principal shall specify in the petition the underlying facts supporting the granting of career status to the teacher;

Probationary teacher means a teacher who:

- a. for teachers employed by a school district prior to the 2017-2018 school year and has completed fewer than three (3) consecutive complete school years as a teacher in one school district under a written teaching contract, or
- b. for teachers employed for the first time by a school district under a written teaching contract during the 2017-2018 school year and thereafter.

**REDUCTION-IN-FORCE, CERTIFIED PERSONNEL (Cont.)**

In the event any of the above conditions occur, every effort will be made to accomplish the necessary reduction by attrition, voluntary resignation, or voluntary retirement. Reduction-in-force will be made according to the following procedures:

1. The position will be the determining factor in a reduction, not the teacher occupying the position.
2. The order of termination will be as follows:
  - A. A probationary teacher in an eliminated position will be terminated first
  - B. A career teacher in an eliminated position will be placed in a retained position in which the teacher is, at the time of the presentation of the recommendation to reduce force, certified by standard certification, provided the position is occupied by a probationary teacher.
  - C. If a career teacher is qualified for standard certification in a position held by a probationary or licensed teacher but does not have such a certificate, then such career teacher must have evidence of eligibility for such certification on file in a personnel file in the office of the superintendent at the time of the presentation of the recommendation to reduce force.
  - D. If there is more than one career teacher assigned to the position that is subject to being eliminated, the following criteria, in this order, will be used to determine which of the career teachers will be retained:
    1. Certification in a retained teaching position that is open. A career teacher with standard certification for the retained position will be retained over a probationary teacher.
    2. Seniority in continuous, full-time, contracted, certified employment in the district. (Approved medical leave shall not result in a break in service.)
    3. If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:
      - a. Years of teaching experience in the retained position in the local school district.
      - b. Academic degree status:

A teacher with a doctor's degree will be retained over a teacher with a master's or a bachelor's degree; a teacher with a master's will be retained over a teacher with a bachelor's degree.
  - E. If there is more than one probationary teacher in the position being reduced, the criteria listed in D, 1 through 3, will be used in determining which probationary teacher or licensed teacher will be retained.

**Optional**

Personnel whose employment is terminated under the provisions of this policy shall be given priority for reemployment to fill subsequent vacancies in positions for which they have standard certification. Such reemployment shall be in reverse order of termination according to the provisions of this policy. Priority for reemployment shall extend through \_\_\_\_\_ (date) (note to exceed one year).

**REDUCTION-IN-FORCE, CERTIFIED PERSONNEL (Cont.)**

Any person terminated under the provisions of this policy who wishes to be considered for future vacancies must make formal application for a teaching position and must notify the superintendent by certified mail, restricted delivery, within ten (10) days following final board action on the termination, of the teacher's desire to remain an active applicant for a teaching position.

## REDUCTION-IN-FORCE SUPPORT PERSONNEL

The Oakdale Board of Education believes that every reasonable effort should be made to avoid a reduction in force at any level. However, if it should become necessary to reduce the number of full-time support employees due to lack of funds or lack of work in a particular area, the position or program will be the determining factor and not the individuals who occupy the position or serve the program.

An employee is considered to be a full-time employee if the number of hours worked is the number of hours customarily worked in that position and if that position is designated as a full-time position by the board.

A reduction in force may occur for lack of funds, lack of work because of a decline in enrollment, consolidation of programs or positions, elimination of positions, or other circumstances as determined by the board.

If termination of employment should become necessary, notices of such terminations will be made as set forth in the policy governing suspension, demotion, or termination of support employees found elsewhere in this manual.

Any necessary terminations shall begin by dismissing temporary, seasonal, or part-time employees within the job category affected. These employees shall be terminated at the discretion of the board or the board's designee. Job categories are listed alphabetically as follows:

- \_\_\_\_\_ a. Assistants for handicapped students
- \_\_\_\_\_ b. Bus drivers
- \_\_\_\_\_ c. Classroom assistants
- \_\_\_\_\_ d. Food service
- \_\_\_\_\_ e. Maintenance/custodial
- \_\_\_\_\_ f. Media/library assistants
- \_\_\_\_\_ g. Office personnel/assistants

If normal attrition and the release of temporary and part-time employees do not sufficiently reduce the support staff, the following items will be considered in the reduction process in the order listed:

1. Job qualification by training and years of experience
2. In the event that two or more employees in the affected category are equal in the above factor, termination shall be made on the basis of seniority within each general job category.

Supervisors and directors shall serve at the pleasure of the board and shall not be subject to the prescribed seniority order for reductions in force. Personnel whose positions are eliminated in one category may be considered for a position in another category.

Seniority shall be defined as the total length of service as a support employee within this district. Employees who are terminated and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of termination.

Demotions in position shall follow the same procedure as terminations.

An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of termination shall be returned to a higher position or a position with more hours as vacancies become available, if the employee chooses to return.

**DIRECTOR OF FEDERAL PROGRAMS**

When the Oakdale school system does not employ a federal programs director, the superintendent shall assume the responsibility for these duties. The superintendent has the authority to delegate this responsibility to a qualified administrative assistant.

The superintendent or administrative assistant will report semi-annually to the school board on all federal programs and keep the administration advised of pending charges in the various programs.

Administrative Responsibility

1. Complete applications for existing programs.
2. Complete applications for programs not in existence.
3. Disseminate information to the public.
4. Complete final reports. This includes maintaining time distribution and management records for those employees who are paid with federal funds.
5. Order and mark supplies and materials with date of purchase for Title I, ESEA; Title IVB Library Equipment, Guidance, Counseling, and Testing; Johnson O'Malley; and Title IVC, Innovative and Support Programs.
6. Develop goals and guidelines for the school system to comply with HEW Title IX regulations.
7. Select parent committee to serve on individual federal programs.
8. Organize meetings and keep all interested parties informed and serve as chairperson for all groups.

Special Education - P.L. 89-313 ESEA Handicapped, VI-B Handicapped

1. Homebound program;
2. Title programs that apply to special education;
3. Special education - out of district transportation reporting;
4. Special education report on class membership;
5. Special education claims for other districts' students.

## EMPLOYEE RESIGNATIONS AND REFERENCE REQUESTS

It is the policy of the Oakdale Board of Education that any employee may submit a written resignation from employment with the school district. The resignation must be written, dated, and signed. It must specify the date upon which the resignation is to be effective. The resignation must be mailed to the superintendent by certified mail, return receipt requested, or personally delivered to the superintendent's office and an acknowledgment of receipt inscribed on the face of the resignation. Furthermore, it is the policy of the board of education that teacher resignations must be tendered no later than fifteen (15) days after the first Monday in June.

Any individual who is a school employee, contractor, or agent of the school district is prohibited from assisting a school employee, contractor, or agent in obtaining a new job, if the individual has probable cause to believe that such employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law. This prohibition shall not apply if:

1. The information giving rise to probable cause has been properly reported to a law enforcement agency with jurisdiction over the alleged misconduct; and
2. The information giving rise to probable cause has been properly reported to any other authorities as required by Federal, State, or local law; and
3. The matter has been officially closed or the prosecutor or police with jurisdiction over the alleged sexual misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law; and
4. The school employee, contractor, or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or
5. The case or investigation remains open and there have been no charges filed against, or indictment of, the school employee, contractor, or agent within four (4) years of the date on which the information was reported to a law enforcement agency.

The routine transmission of administrative and personnel files is not considered assisting a school employee in obtaining a new job and will be exempt from the requirements of the procedure listed above.

REFERENCE: 70 O.S. §6-101  
20 U.S.C. § 7926

**SICK LEAVE**  
**CERTIFIED PERSONNEL**  
**(REGULATIONS)**

The board of education shall provide sick leave benefits to all certificated personnel in order to promote a sense of security and permit an ease of mind that is essential to the satisfactory performance of professional services. The board sets forth the following provisions for administering this policy:

1. The superintendent or designee shall administer this plan.
2. Teachers may be absent from duty because of personal accidental injury, illness or pregnancy, or injury, illness or death in the immediate family without loss of salary not to exceed ten days during each school year. The right to such sick leave shall be vested at the beginning of the school year. Certificated employees who have an eleven-month contract shall receive eleven sick leave days per year and those who have a twelve-month contract shall receive twelve days. If an employee is injured as a result of an assault or battery upon the person of the employee while the employee is in the performance of any duties as an education employee, the employee shall be entitled to a leave of absence from employment with the school without a loss of leave benefits.
3. If sick leave is taken for bereavement purposes, the leave for that period may extend to the date of the funeral and a reasonable time thereafter to allow for travel as long as the employee has leave available to use.
4. Unused sick leave shall be cumulative to a total of sixty days and is transferable to any other school district in Oklahoma. Up to a maximum of sixty days of sick leave earned in another Oklahoma district may be transferred to this district. Sick leave so transferred must be certified by the sending district.
5. Any employee who attempts to take unfair advantage of sick leave benefits shall be subject to dismissal or other disciplinary action as provided by contract and/or state law. Any employee may be required to submit appropriate evidence concerning the cause of his absence in order to qualify for sick leave benefits. Appropriate evidence may include the following:
  - A. Physician's statement endorsed by the employee
  - B. Employee statement endorsed by the principal or immediate supervisor
  - C. Copies of claim submitted for insurance benefits
  - D. Other information as may be indicated by the circumstances
6. Appropriate evidence will be submitted when requested by the principal, immediate supervisor, or the superintendent in the following situations:
  - A. Sick leave claim on days of unusual or inclement weather
  - B. Sick leave claim during the last four weeks of employment
  - C. Sick leave claim on days immediately preceding or immediately following holidays or non-work days other than weekends
  - D. Reasonable cause exists to believe that sick leave benefits are being abused
7. When a teacher's accrued sick leave is exhausted and the teacher is absent due to personal accidental injury, illness, or pregnancy, the teacher shall receive full salary less the amount that would be paid a substitute teacher for a maximum of 20 days.

**SICK LEAVE, CERTIFIED PERSONNEL, REGULATIONS (Cont.)**

- 8. After an employee has exhausted all accumulated sick leave, personal leave, and/or vacation time, the employee may be eligible for whatever time may be remaining of the up to 12 work weeks of unpaid leave for employees who meet the federal definitions for leave in accordance with the Family Medical Leave Act. ~~under the family leave policy.~~ The 12 work weeks of leave afforded under the Family Medical Leave Act may include paid and unpaid leave in accordance with federal law.
- 9. Sick leave benefits may be paid in addition to workers' compensation benefits; however, the sum of the payments will not exceed 100% of the employee's net pay as it existed prior to injury.
- 10. For only those employees hired prior to February 1, 2021, upon termination of employment after ten years of continuous employment with the school district, an employee, or the employee's estate, shall be paid for any unused sick leave remaining at the date of termination of employment in accordance with the following schedule:

- 0-60 days = 0
- 61-120 days = 50% of substitute teacher cost
- 121-180 days = 100% of substitute teacher cost
- More than 180 days = 0

The maximum amount of compensation provided by the School District to all eligible employees shall be \$15,000 which shall be subject to all applicable state and federal taxes.

This compensation shall not be paid to any employee terminated following due process procedures but shall apply only to those employees who have retired, resigned, or whose contracts have been terminated due to the death of the employee.

**NOTE:** The term "immediate family" has been defined as those close family members such as a spouse or children residing within the same household as the employee. Sick leave may also be taken for the life-threatening illness of non-dependent children, mother, father, sister, brother, grandparents, mother-in-law, or father-in-law.

**REFERENCE:** 70 O.S. §6-104  
70 O.S. §6-147  
Atty. Gen. Op. No. 84-12  
Atty. Gen. Op. No. 91-632

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**OSSBA POLICY SERVICES REVIEW NOTES:**

**Payment for unused sick leave days may be made only upon termination of employment. Please see referenced AG Opinions. In reference to the Putnam City Schools audit, the provision of an incentive bonus appears to be a gift in conflict with Article 10, §15(A) of the Oklahoma Constitution.**

**SICK LEAVE**  
**SUPPORT PERSONNEL**  
**(REGULATIONS)**

The board of education will provide sick leave benefits to all support employees in order to promote a sense of security and permit the ease of mind essential to the satisfactory performance of services. In compliance with Oklahoma Statutes, Title 70, Section 6-104, the following guidelines are set forth:

1. For the purposes of this policy, support employee is defined as a full-time employee of the school district as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee who is employed a minimum of 172 days and who provides those services which are not performed by certified teachers, principals, superintendents or administrators and which are necessary for the efficient and satisfactory functioning of a school district.
2. The superintendent of schools, or designee, shall be responsible for administering this plan.
3. A support employee may be absent from duty due to a personal accidental injury, illness, or pregnancy, or accidental injury, illness, or death in the immediate family without loss of salary. Benefits shall include paid sick leave of one day per month of employment. The one day sick leave per month equals the number of hours the employee normally works per day. If an employee is injured as a result of an assault or battery upon the person of the employee while the employee is in the performance of any duties as an education employee, the employee shall be entitled to a leave of absence from employment with the school without a loss of leave benefits.
4. Unused sick leave shall be cumulative to a total of 60 days.
5. The sick leave granted to support employees under this policy shall be vested at the time of accrual, that is, upon the completion of the first month's employment, the employee shall have accrued one sick leave day.
6. Accumulated sick leave may be transferred to another school district where a support employee is employed the next succeeding school year in accordance with that district's policies.
7. Support personnel who are employed for the first time in this district and who were employed at another school district during the year immediately preceding their employment with this district may transfer a maximum of 60 sick leave days.
8. Sick leave benefits may be paid in addition to workers' compensation benefits; however, the sum of the payments will not exceed 100% of the employee's net pay as it existed prior to injury.
9. For only those employees hired prior to February 1, 2021, upon termination of employment after ten years of continuous employment with the school district, an employee, or the employee's estate, shall be paid for any unused sick leave remaining at the date of termination of employment in accordance with the following schedule:

0-60 days = 0  
61-120 days = 50% of substitute teacher cost  
121-180 days = 100% of substitute teacher cost  
More than 180 days = 0

The maximum amount of compensation provided by the School District to all eligible employees shall be \$15,000 which shall be subject to all applicable state and federal taxes.

This compensation shall not be paid to any employee terminated following due process procedures but shall apply only to those employees who have retired, resigned, or whose contracts have been terminated due to the death of the employee.

- REFERENCE: 70 O.S. §6-101.40**  
**70 O.S. §6-104**  
**70 O.S. §6-147**  
**Atty. Gen. Op. No. 84-12**  
**Informal Atty. Gen. Op. No. 91-632**

**TERMINATION OF EMPLOYMENT**  
**TEACHERS**

It is the policy of the Oakdale Board of Education that professional employees, who for any reason intend to resign or who intend to retire, are encouraged to indicate their plans in writing to the board as early in the school year as plans may become firm and the decision to leave the district is made. Resignations become effective at the end of the school year in which they are submitted. Resignations to become effective earlier than at the end of the school year require a release by the board and must be considered on an individual basis. Resignations for the subsequent school year likewise require a release by the board and will be considered on an individual basis. Letters of resignation must be mailed to the board by registered or certified mail.

Career teachers will be subject to dismissal at any time - or will not be eligible for reemployment - for:

1. Willful neglect of duty,
2. Repeated negligence in the performance of duty,
3. Mental or physical abuse to a child,
4. Incompetency,
5. Instructional ineffectiveness,
6. Unsatisfactory teaching performance,
7. Commission of an act of moral turpitude,
8. Abandonment of contract,
9. Conviction of a felony,
10. After a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties, or
11. Failure to earn required staff development points.

Probationary teachers may be terminated for cause or nonrenewed by the board at its discretion subject to any statutory due process requirements in effect at the time such teacher is recommended for dismissal or nonrenewal.

Procedures for dismissal of certified employees are governed by state law and all actions of the school district and the board are clearly identified in the statutes. However, nothing in this policy shall be construed to prevent layoffs due to lack of funds or work. No action regarding dismissal or nonrenewal of an employee shall be taken until the employee has received due process (see DO-R).

The board of education may vote to offer employment or to not offer employment for the subsequent school year in advance of the statutory deadline. Until a written contract is executed or until the statutory deadline passes, the board may vote to not reemploy a certified employee.

**TERMINATION OF EMPLOYMENT, TEACHERS (Cont.)**

The superintendent is directed to prepare procedures for the termination of career and probationary teachers in support of this policy.

**REFERENCE: 70 O.S. §6-101, §6-101.20, et seq.**  
**70 O.S. §18-123**