

Certified Personnel

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CONTRACTS FOR CERTIFIED PERSONNEL

I. CONTINUING CONTRACTS

Certified personnel, according to state law, are employed on a continuing contract basis. If the employee has not notified the Board of Education no later than 15 days after the first Monday in June that he/she does not wish to continue the contract for the ensuing year, and if the Board of Education has not notified the employee for the ensuing year, the teacher's contract is in effect for the next school year. (Reference: 70 O.S. 6-101)

II. TEMPORARY CONTRACTS

All new teachers who begin employment after the official reporting date of certified personnel when the school year begins (reporting date for classroom teachers as defined by the school calendar) will be employed only on the basis of a temporary contract.

Only temporary contracts will be issued if a vacancy due to leave of absence occurs during the school year.

Temporary contracts may be offered to an employee for the current school and ensuing year only.

Only a new teacher who begins employment on the first contract day for classroom teachers as defined by the school calendar may compute that year towards establishing tenure if he/she is approved for employment by the Board for the next school year.

If any temporary contracted teacher is approved for employment by the Board of Education for the next school year, any accrued sick leave and convenience leave will be carried over to the next school year.

III. CHANGE IN CONTRACT/EXTRA DUTY

Certified personnel who have been contracted during the prior year for an extra duty assignment and no longer maintain said assignment shall have this extra-duty contract reduced by the prior designated amount.

Example: Teacher A has Stuco for \$500.00 in FY93; in FY94 this assignment is discounted. The \$500.00 is then deducted from extra-duty contract for FY94.

NEW TEACHERS

Every beginning teacher (zero years of experience as a classroom teacher) will be part of a teacher consultant or entry-year assistance program and will be assigned a teacher consultant and an entry-year assistance committee according to State Board of Education Regulations.

Other teachers new to Altus Public Schools should be assigned a mentor which would be a teacher previously employed in Altus System to adjust to the routine procedures of the school system and acquaint them with the system more quickly and easily. It is advisable to assign teachers in the same subject level in the elementary schools.

The principal should have frequent conferences with new teachers so they will feel they have a ready source of help in working out any problems that may arise.

Opportunities for teachers to get acquainted with others in their buildings on an informal basis should be provided, as this sort of relationship helps to build rapport within the group.

Waiver from SDE was granted in 2010; this waiver will continue until 2014 for this policy.

EXTRA DUTY ASSIGNMENTS

It is the desire of the District to work cooperatively with staff members holding extra-duty assignments. However, the employees must realize the importance of giving the District early notice when there is an intent to be relieved of extra duty assignments.

All certified staff with extra-duty assignments should give written notice to the Superintendent by March 1 of each school year if he/she does not desire to continue an extra duty assignment for the coming school year.

SALARY INCREMENT POLICY FOR ADVANCED DEGREES OR FOR 16 HOURS ABOVE BACHELORS/MASTERS

To receive compensation for an advanced degree an employee will need to submit all transcripts and an updated teaching certificate showing the advanced degree on/or before September 15th to receive compensation for the current school year.

The hours above the degree must be earned after the degree has been granted and is so noted on the staff member's transcript. The hours above will also meet one or more of the following criteria by applying toward:

- A. An advanced degree.
- B. Certification in an educational area other than the area of responsibility in which you are now teaching.
- C. Your present area of responsibility.

To receive compensation for the hours above your degree, you will need to submit a teaching certificate with your new degree listed on/or before September 15th. If turned in after this date, compensation will begin the following school year.

Hours may be appealed if not accepted by the Superintendent's designee.

RECORDS INVESTIGATION

The Altus 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 felony records check shall be conducted of all prospective employees. 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.

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 applying for employment as a substitute teacher shall only be required to have one such felony records search 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 5 (five) years and a letter from the school district in which the teacher was last employed stating the teacher left in good standing.

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 felony records search 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.

TECHNOLOGY CENTER SCHOOLS ONLY:

The requirement for a felony records search shall not apply to technology center employees hired on a part-time or temporary basis for the instruction of adult students only.

REFERENCE: 70 O.S. §5-142

VOLUNTEER RECORDS INVESTIGATION

The Altus Board of Education believes that it has a responsibility to allow only those persons who are qualified in every respect to volunteer in its schools. The board further believes that it should avail itself of means and methods provided by the legislature to assist in the selection of applicants. Therefore, it is the policy of this board of education that a felony records check may be conducted of a prospective applicant at the superintendent's, or his designee, discretion. A written consent will be required from the prospective applicant consenting to a felony records check to be conducted as authorized by Oklahoma law. The records check may be initiated by the school district's written request, through the superintendent, to the State Department of Education.

Any person applying to be a volunteer shall only be required to have one such felony records search for the school year.

The superintendent, or his designee, will determine whether to request a felony records check of the prospective volunteers. If it is determined to conduct the felony records check, the superintendent, or his designee, may decide to check the volunteer's name only or name and fingerprints. Further, the superintendent is authorized to request a state only check, or a state and national search. Such determinations will be made at the discretion of the superintendent.

If the superintendent requests that a national records search be conducted, the prospective volunteer will be required to furnish a fingerprint card to the agency conducting the search and must pay the cost of the records search fee.

OATH OF ALLEGIANCE AND NON-SUBVERSIVE OATH

Every employee of the Altus Public Schools is required to take the oath of allegiance and the non-subversive oath as prescribed by the laws of Oklahoma. This signed oath shall be on file in the central office with copies provided to the county clerk as required by state statutes.

EMPLOYMENT INFORMATION FOR CERTIFIED EMPLOYEES

A. Time and Manner of Employment

The reemployment of teachers and other staff members shall be considered at a regular or special meeting of the Board of Education. All new applications shall be in writing and shall be submitted to the superintendent and appointed by the Board.

B. Policy on Resignations

In conformity with the School Laws of Oklahoma, any teacher employed on a regular contract by the Altus Public Schools is automatically re-employed to the succeeding year if the Altus Board of Education does not notify the teacher by the first Monday of June and the teacher does not notify the Altus Board 15 days after the first Monday of June.

Such continuing contract stipulation has the full and complete weight of law and is as effective as a signed contract. However, any teacher who, at his own request by written notice, chooses to resign by the first Monday in June shall have his resignation accepted by the Altus Board of Education. Resignations received 15 days after the first Monday in June will not be accepted except on a doctor's advice involving poor health, or only after a suitable replacement can be employed.

Those whose resignations become effective 15 days after the first Monday of June, which is the date stated in Section 92 of School Laws of Oklahoma, may request in writing to the Superintendent to receive any remunerative benefits for unused sick leave or incentive as provided other staff. This will be contingent upon Superintendent approval. Employees not fulfilling their contractual obligation will not be entitled to receive any remunerative benefits for unused sick leave or incentive as provided other staff.
(See policy 500.070)

In order that needs of students and conditions of the contract may be fulfilled, resignations of teachers terminating services before the end of the school year will not be accepted. Any teacher leaving the Altus School System should notify the Superintendent of Schools at the earliest possible date so as to allow time to employ a well-qualified, suitable replacement.

C. General Qualifications

All teachers employed for regular assignments shall be certified for their particular teaching duties and shall have the following minimum qualifications.

All teachers shall have as a minimum a B.S. or B.A. Degree from an accredited college or university, be certified and hold special endorsements appropriate to their teaching assignments.

D. Duty Assignments and Daily Routine

Teaching assignments, daily teachers program, and extracurricular assignments shall be made by the superintendent, in cooperation with the principals. Signing a contract with the Altus Public Schools implies clear understanding and agreement on the part of the teacher of this general principle.

Instructional Staff are to be in the building, and ready for duty at 7:45 A.M. and to remain in their classrooms after dismissal time in the afternoon until 3:15 P.M.

TEACHER EVALUATIONS

Staff Evaluation Policy

All staff members are expected to perform well in relation to their responsibilities and job descriptions. Within the Altus Schools, the school district and the individual educator jointly accept the responsibility for the improvement efforts to educate the students in our district.

Evaluation Policy Statement

The true purpose of evaluation is the improvement of instruction; therefore, the Altus School System has adopted the Teacher and Leader Effectiveness (TLE) Tulsa Model for the teaching staff and the McRel Model for administrator's evaluation which is used to determine areas of strengths and weaknesses and for employment decisions.

Evaluation Procedures

The following procedures for evaluation will be used:

1. The performance of all certified and support staff members will be evaluated. The superintendent will be evaluated by the Board of Education. Principals and non-administrative staff will be evaluated by the Superintendent or his/her designee as provided by the law. Each evaluator will receive training as prescribed by the State Department of Education prior to conducting the evaluation. Teachers will be evaluated by certified administrators designated by the Altus Board of Education.
2. All teachers shall be evaluated in compliance with Oklahoma School Law and the Tulsa Model.
3. Every probationary teacher will be evaluated at least two times per year, once during the fall semester and once during the spring semester.
4. Career teachers shall be evaluated at least once every year, except for career teachers receiving a "superior" or "highly effective" rating under the TLE, who may be evaluated once every three (3) years.

Teacher Performance Evaluation Procedures

The evaluation rating of teachers shall be based on the qualitative component of the TLE. 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 non-reemployment, 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.

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 non-reemployment of the teacher. A probationary teacher will receive a plan of improvement if inadequate teaching performance exists.

Professional Growth and Development

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. For the 2016-2017 school year, the State Department of Education will work with school districts to develop individualized programs of professional development.

TEACHER EVALUATIONS

Evaluation Criteria for the Tulsa Model:

- I. Classroom Management**
 - A. Teacher plans for delivery of the lesson relative to short-term and long-term objectives.**
 - B. Teacher clearly defines expected behavior.**
 - C. Teacher assures a contribution to building-wide positive climate responsibilities.**
 - D. Teacher develops daily lesson plans designed to achieve the identified objectives.**
 - E. Teacher utilizes assessments patterns that are fairly administered and based on identified criteria.**
 - F. Teacher optimizes the physical learning environment to assure student learning advantage in alignment with classroom management best practices.**
- II. Instructional Effectiveness**
 - A. Teacher embeds the components of literacy into all instructional content.**
 - B. Teacher understands and optimizes the delivery focus of Common Core state Standards and the expectations derived from same on student learning and achievement.**
 - C. Teacher uses questioning techniques and/or guided practices**

to involve all students in active learning.

- D. Teacher teaches the objectives through a variety of methods.
- E. Teacher gives directions that are clearly stated and relate to the learning objectives.
- F. Teacher demonstrates/models the desired skill or process.
- G. Teacher checks to determine if students are progressing toward stated objectives.
- H. Teacher changes instruction based on the results of monitoring.
- I. Teacher summarizes and fits into context what has been taught.
- J. Use of common/varied assessments, tracking of student progress, use of data from various assessments, recognition of student achievement, appropriately modifying assessments.

III. Professional Growth and Continuous Improvement

- A. Uses Professional Growth as a Continuous Improvement Strategy.
- B. Exhibits behaviors and efficiencies associated with professionalism.

IV. Interpersonal Skills

- A. Effective Interactions and Communications with Stakeholders.

V. Leadership

Tulsa Model Rubric used to evaluate:

- 1 Ineffective
- 2 Needs Improvement
- 3 Effective
- 4 Highly Effective
- 5 Superior

EVALUATION CRITERIA FOR ADMINISTRATORS WITH DESCRIPTORS

McREL's Principal Evaluation System

- I. Principal Leadership Responsibilities Associated With Managing Change**
 - A. Change Agent: Is willing to and actively challenges the status quo.**
 - B. Flexibility: Adapts his or her leadership behavior to the needs of the current situation and is comfortable with dissent.**
 - C. Ideals and Beliefs: Communications and operates from strong ideals and beliefs about school and schooling.**
 - D. Intellectual Stimulation: Ensures that the faculty and staff are aware of the most current theories and practices and makes the discussion of these a regular aspect of the school culture.**
 - E. Knowledge of Curriculum, Instruction, and Assessment: Is knowledgeable about the current curriculum, instruction, and assessment practices.**
 - F. Monitor and Evaluate: Monitors the effectiveness of school practices and their impact on student learning.**
 - G. Optimize: Inspires and leads new and challenging innovations.**
- II. Principal Responsibilities Associated With Focus Of Leadership**
 - A. Contingent Rewards: Recognizes and rewards individual accomplishments.**
 - B. Discipline: Protects teachers from issues and influences that would detract from their time or focus.**
 - C. Focus: Establishes clear goals and keeps those goals in the forefront of the school's attention.**
 - D. Involvement in Curriculum, Instruction, and Assessment: Is directly involved in helping teachers design curricular activities and address assessment and instructional issues.**
 - E. Order: Establishes a set of standard operating procedures and routines.**
 - F. Outreach: Is an advocate and spokesperson of the school to all stakeholders.**
 - G. Resources: Provides teachers with material and professional development necessary for the execution of their jobs.**
- III. Principal Responsibilities Associated with Purposeful Community**

- A. Affirmation: Recognizes and celebrates school accomplishment and acknowledge failures.**
- B. Communication: Establishes strong lines of communication with teachers and among students.**
- C. Culture: Fosters shared beliefs and a sense of community and cooperation.**
- D. Input: Involves teachers in the design and implementation of important decisions.**
- E. Relationships: Demonstrates awareness of the personal aspects of teachers and staff.**
- F. Situational Awareness: Is aware of the details and the undercurrents in the running of the school and uses this information to address current and potential problems.**
- G. Visibility: Has quality contacts and interactions with teachers and students.**

McRel's Model Rubric used to evaluate:

Developing
Proficient
Accomplished
Distinguished (Comment Required)
Not Demonstrated (Comment Required)

ALTUS PUBLIC SCHOOLS ADMINISTRATOR EVALUATION CHECKLIST

Name of Administrator _____ Date _____
 Administrative Assignment _____ School _____

This checklist includes minimum criteria upon which administrators will be evaluated and does not preclude additional factors for evaluation.

	<i>Meets Criteria</i>	<i>Exceeds Criteria</i>	<i>Does Not Meet Criteria</i>
I. Practice			
A. Administrator Management Indicators			
1. Preparation The administrator and staff develop goal statements which are the result of a needs assessment, a written analysis of student community input.	_____	_____	_____
2. Routine The administrator uses a minimum of instructional time for non-instructional routines thus maximizing time task.	_____	_____	_____
3. Discipline The administrator works with staff to develop and communicate defined standards of conduct which encourage positive and productive behavior.	_____	_____	_____
4. Learning Environment The administrator establishes and maintains rapport with staff and students, providing a pleasant, safe, and orderly climate for learning.	_____	_____	_____

		<i>Meets Criteria</i>	<i>Exceeds Criteria</i>	<i>Does Not Meet Criteria</i>
B.	Instructional Leadership Indicators			
	1. The administrator works with staff in collegial and non-threatening ways to promote and improve instruction.	_____	_____	_____
	2. The administrator sets high expectations for staff.	_____	_____	_____
	3. The administrator provides needed resources for staff.	_____	_____	_____
	4. The administrator works with staff to establish curriculum objectives, sequence, and lesson objectives.	_____	_____	_____
	5. The administrator works with staff to assure learners are involved in learning process.	_____	_____	_____
	6. The administrator assists the staff in monitoring student progress.	_____	_____	_____
	7. The administrator works with the staff to develop a program to recognize academic achievement.	_____	_____	_____
	8. The administrator educates the staff to recognize and display the teaching criteria upon which the evaluation is conducted.	_____	_____	_____

		<i>Meets Criteria</i>	<i>Exceeds Criteria</i>	<i>Does Not Meet Criteria</i>
9.	The administrator observes in classroom the performance criteria as defined by the district.	_____	_____	_____
10.	The administrator summatively evaluates staff only after class observations are made, performance feedback is given, growth goals are set, and alternative methods are offered.	_____	_____	_____
II. Products				
A. Administrator Product Indicators				
1.	The administrator provides written discipline policies to which students are expected to perform.	_____	_____	_____
2.	The administrator provides a written school building improvement plan that supports the district's Four-Year School Improvement Plan describing school goals, objectives, and staff development activities.	_____	_____	_____
3.	The administrator provides a written analysis of student test scores and other data to assure that the various student populations are benefiting from the instructional program.	_____	_____	_____

Plan for Improvement: _____

Comments: _____

Evaluator's Signature

Date

Administrator's Signature

Date

PLAN FOR IMPROVEMENT

To:

From:

Re: Employment Status

Date:

This is your written admonishment and notice of deficiency in the areas listed below. Failure to correct these deficiencies will result in a recommendation for your suspension, demotion, non-reemployment, or termination.

In the event you make corrections upon receiving this plan of improvement and then later become deficient in the same or related area(s), you will not receive another plan of improvement. Termination, suspension, demotion or non-renewal proceedings will begin at that time.

Improvement plan Time Lines Improvement for the present 20__-20__ school year and any possible future contracted years of employment.

You are given a time period not to exceed 60 days as a reasonable time for improvement in the above-mentioned areas. The Board of Education designee will take into consideration the nature and gravity of the performance of all the duties for which contracted during the present school year. The Board of Education's designee will make reasonable efforts to assist you in correcting all areas of deficiencies mentioned in this plan.

Your progress and compliance with this plan will be monitored by _____ every week for a period of time not to exceed _____ hour (s). You and _____ will meet every two weeks to review the progress or non-progress in the deficiencies and _____ will assist you in trying to correct deficiency problems. The responsibility of scheduling these meetings rests with you. Further, if you are unclear about how to improve in any of the above areas of difficulty, you must ask for clarification and for ideas on how to improve.

Further examples of the above deficiency and documentation may be provided to you upon request. The examples listed above shall in no way limit the District's ability to produce evidence of additional examples of deficiency at any hearing or adjudication concerning your non-renewal or dismissal. This Plan for Improvement may be amended or extended.

Failure to improve in a listed area of deficiency will be cause for recommending dismissal or non-renewal of your employment.

Dated this _____ day of _____, 20__.

Administrator

I hereby acknowledge receipt of a copy of my Plan of Improvement on this _____ day of _____, 20____. Signing this does not reflect acknowledgment, agreement, or approval of any of the aforementioned behavior addressed in this Plan of Improvement.

Employee

TERMINATION OF EMPLOYMENT (TEACHERS)

It is the policy of the Altus 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 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 made 15 days or later after the first Monday in June, 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.

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

TEACHER TERMINATION PROCEDURES

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 non-reemployment 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 unless the teacher advises that no hearing is desired. 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. A list of all witnesses 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.

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 maintain such a record (including a tape 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:
 - 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 finds 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 non-reemploy 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. The decision of the board regarding a teacher shall be final and non-appealable.

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. The superintendent or designee shall notify the State Board of Education within ten (10) days of the dismissal or non-re-employment of a probationary or career teacher for either criminal sexual activity as defined in 21 O.S. §886 (sodomy) or sexual misconduct as defined at 70 O.S. §5-144.

TEACHER PLANNING PERIODS

All certified staff shall have assigned period(s) within the school day for preparation. The preparation period shall be used for the following duties:

1. personal instructional preparation;
2. planning, selection, and preparing materials for instruction;
3. conferring with parents, staff, and administrators;
4. keeping school records;
5. supervising aides (if assigned);
6. grading student papers and recording student grades; and
7. study of current literature to keep abreast of developments within the subject matter taught by the teacher.

The preparation period shall be utilized within the building of major assignment and the purposes indicated.

Teachers shall leave the school premises only to carry out functions relating to the above duties when approval to do so has been obtained from the building principal.

CERTIFIED TEACHER SICK LEAVE

Certified Teachers contracted full time with Altus Public Schools are eligible for sick leave at the beginning of each school year. These days may accumulate from year to year, if unused, to a maximum of 120 days. These days may accumulate at the rate of not more than 10 days per year.

- A. Sick leave shall be defined as accidental injury, illness, or pregnancy of the certified teacher, as well as accidental injury or illness in the immediate family of the employee, which keeps the employee from being present to conduct his or her regular work. (The immediate family includes the father, mother, husband or wife, children, grandparents, and grandchildren), or as approved by the superintendent or his designee.
- B. The Board of Education or its representative may require certification of illness by a medical doctor, or other bona-fide evidence of illness before honoring sick leave. Any attempt by a certified teacher to take unfair advantage of sick leave will endanger status of sick leave privilege.
- C. Each exempt school employee absent from duty for more than an hour shall be charged with said absence. Employment of a substitute during an employee's absence is left to the discretion of the principal.
- D. If, due to an extended illness, a certified teacher who has used all the sick leave benefits accumulated under the terms of this policy continues to be ill and cannot return to his or her position shall have, for a maximum of 20 days, his or her salary reduced by an amount to pay the cost of a substitute teacher, regardless of whether a substitute is actually employed. When the 20 days are exhausted, the certified teacher shall be placed on leave of absence without pay or district paid benefits. **It shall be noted that the 20 days at the price of a substitute provision is intended for the certified teacher's extended illness, personal accidental injury or pregnancy and for use after all other sick leaves are exhausted. This leave request shall be in writing and submitted for prior approval to the superintendent or his designee. Maternity leave that exceeds 6 weeks (unless not released by the doctor) does not qualify for any type of paid leave. The certified teacher (with prior permission from the principal and superintendent) may take unpaid leave.**
- E. Certified Teachers may transfer to the Altus Public Schools sick leave credit earned from other school districts within the state to a maximum of 120 days provided they were not compensated for those unused sick leave days.
- F. A retiring teacher who has worked continuously in the Altus School system for a period of 10 regular 172 day school terms or more (summer school excluded), will be paid \$5.00 per day for all accumulated unused sick leave earned in Altus to a maximum of 60 days, provided he or she at his or her own request by written notice, terminated his or her contract with the Altus School system within 15 days after the first Monday in June, and is completing the current school year and fulfilling their

Revised 07/09/19
08/01/12
07/12/10

contractual obligation. If the teacher contract is terminated by the Board of Education for immorality, neglect of duty, cruelty, incompetency, teaching disloyalty to the American constitutional system of government, or any reason involving moral turpitude, no payment will be made for accumulated sick leave.

- G. Adoptive mothers will have the same maternity leave benefits as natural parents.
- H. Part-time certified teacher shall receive prorated benefits. This leave includes sick, personal, and emergency leave days. Part-time certified teachers working 6 hours or more will qualify for health insurance benefits but will not qualify for district paid salary protection Part-time employees do not qualify for the leave incentive.
- I. If a certified teacher is injured as a result of an assault or battery upon the person of the certified teacher while the teacher is in the performance of any duties as an education employee, the teacher shall be entitled to a leave of absence from employment with the school without a loss of leave benefits.
- J. This policy supersedes and replaces all previous sick leave policies.re

CERTIFIED EMPLOYEE EMERGENCY LEAVE POLICY

Certified Teachers will be granted five days emergency leave each school year without loss of pay. This leave is not cumulative but all five days are to be granted at the beginning of each school year. Emergency leave will be granted for the following reasons only:

- A. Bereavement Leave of the immediate family, (the immediate family includes the father, mother, husband, wife and children), or as approved by the Superintendent or his/her designee.

CERTIFIED EMPLOYEE PERSONAL BUSINESS LEAVE

Certified Teachers will be allowed three (3) personal business leave days per year after prior approval is granted by the principal and the superintendent. One of these personal business days will be granted at no charge to the teacher. For the second and third of these personal business leave days granted, the teacher will receive his/her salary less the salary for a certified substitute, regardless of whether a substitute is actually employed.

All personal business days must be approved one working day in advance of the desired day of absence by the principal and the superintendent on forms provided by the superintendent's office or the teacher will have their salary decreased by one contracted day of their annual salary.

All other personal business leave can only be taken if approved by the superintendent. The teacher will lose the equivalent of one contracted day of their annual salary for each of these days.

CERTIFIED EMPLOYEE SCHOOL BUSINESS LEAVE

School business leave shall be granted to certified teachers as requested and approved by the principal and the superintendent for up to five (5) school days per year. Additional school business leave may be granted only at the discretion of the Superintendent.

Request for such leave should be made at least two (2) weeks in advance of the meetings.

CERTIFIED EMPLOYEE ASSOCIATION LEAVE

Staff association leave may be approved by the superintendent for certified employees elected to National and/or State offices to attend staff association business. Such leave must be requested at least two weeks in advance.

The association will reimburse the school district the actual cost of the substitute for the staff member who is on approved association leave.

CERTIFIED PERSONNEL JURY DUTY SERVICE AND WITNESS LEAVE (REGULATIONS)

The board of education shall grant leave to certified employees who have been selected for jury duty or who have been subpoenaed as a witness in a criminal, civil, or juvenile proceeding. Teachers 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 teacher 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

SHARED SICK LEAVE

Sick leave days may be donated from one District employee to another within the following guidelines:

1. Permission to receive donations will be granted only for a District employee who is pregnant or recovering from childbirth or who is suffering from or has a member of the immediate family (father, mother, wife, husband, and children) suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition that has caused or will cause the employee to exhaust all accumulated sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes and that has caused or is likely to cause the employee to take leave without pay or to terminate employment, as determined by the Board of Education.
2. For purposes of this policy, the following definitions apply:

Immediate Family: means father, mother, wife, husband, and children.

“District employee” means a teacher or any full-time, contract employee of the District who qualifies for sick leave. Whether an employee is a “full-time employee of the School District” will be determined by the standard period of labor which is customarily understood to constitute full-time employment for type of services performed.
3. The request for permission to receive donations must be in writing and may be presented to the Superintendent by the District employee or another employee (acting with the affected employee’s permission) in his or her behalf. The Superintendent may place the request on the agenda of the Board of Education. A District employee may be eligible to receive donations if the Board determines that the employee meets the criteria described in this policy and the employee has followed District policies regarding the use of sick leave. To allow the Board to determine whether the employee meets the criteria described in this policy the employee must first submit a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
4. A donee may not use any donated sick leave until his or her own sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes has been exhausted. This includes 20 days at the price of a substitute. The donee may use donated sick leave only for the purposes specified in this policy.
5. Donated sick leave will be paid at the daily rate of the donee, not the donor. The sick leave received by the donee will be designated as donated sick leave and will be maintained separately from all other sick leave balances.
6. Donated sick leave not used by the donee during an occurrence as determined by the Board shall be returned to the donating employee(s). The donated sick leave remaining will be divided among the donors on a prorated basis based on its original donated value, returned at its original donor value and reinstated to the annual leave balance of each donor.
7. The maximum total number of days that may be received as donations by any employee is sixty (60) during his/her total District employment. (An employee shall not be determined to be eligible for donations more than once during his or her term of

employment by the District. Donations may be made only during the academic year, July 1 - June 30, in which the employee is determined to be eligible to receive donations.)

8. An employee may donate only days that are earned and accumulated. The donor may donate any amount of sick leave provided the donation does not cause his or her sick leave balance to fall below ten (10) days.
9. Donated sick leave days will be subtracted from the donor's accumulated sick leave. Maximum available accumulated sick leave will not exceed 120 days.
10. Any contribution of sick leave by one employee to another is strictly voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave under this policy. Each contribution of sick leave must be confirmed in writing by the donor to the office of the Superintendent.
11. An employee receiving temporary total disability benefits under the Worker's Compensation Act for a job-related injury, may supplement such benefits with donated leave or a fractional use thereof to the extent the injured employee receives full wages during the employee's temporary absence.
12. The sum of all temporary total disability payments and sick leave cannot be combined to exceed one hundred percent of the employee's net pay as it existed prior to injury.

Shared Sick Leave Questionnaire*

Employee may receive shared sick leave only once during their employment with Altus Public Schools.

- 1. Is the leave request for:
 - Self _____
 - Or
 - Family Member _____
 - Relationship to Applicant _____

- 2. Is all accumulated Leave Exhausted? Yes or No
 - a. Sick Leave _____
 - b. Personal Leave _____
 - c. District Provided Leave
20 days @ cost of a substitute _____

3. Is existing condition of a life threatening nature? _____

4. Is surgery of an emergency nature? _____

5. Is a physician's statement attached to this form? _____

6. Have you received supplemental sick leave day's form any source during your district employment? Yes or No

If yes, list the source of supplemental leave with the number of days and dates received of supplemental sick days.

<u>Source of Leave</u>	<u>Number of Days</u>	<u>Dates of Leave</u>

In order to qualify for Shared Sick Leave, you must have answered yes to questions 2a, 2b, 2c, 3, 4, 5 and dates on question 6 must not be for current contract year.

***(This form must be submitted with formal request for letters requesting Shared Sick Leave)**

SICK LEAVE BANK

- A. The Board of Education will establish a Sick Leave Bank. Any contractual employee of the Altus Schools who qualifies for sick leave is eligible to participate on a voluntary basis. The bank is to be used for the employees personal illness only and cannot be used to enable a member to assist with another family member's illness or injury except in catastrophic circumstances. (Family member includes only the father, mother, husband, wife and children.)
- B. Each employee will be assessed one day of his/her sick leave upon his initial enrollment in the bank. No more days will be added except from new enrollees until the bank is depleted to below 75. When the bank falls below minimum (75 days), each active member will be assessed one day. No member will be assessed more than one day per school year.
- C. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
- D. Only those employees participating in the Bank will be eligible to withdraw days. In no case will the granting of leave cause a Bank member to receive from the school district more than his annual salary or to profit from an illness due to district-paid multiple coverage, including Salary Protection and Workman's Compensation benefits.
- E. An employee will be eligible to apply for a maximum of 10 days during an employee's first full year of employment, 20 days during the second full year of employment, 30 days during the third full year of employment, 40 days during the fourth full year of employment, 50 days during the fifth full year of employment and 60 days during and after the sixth year of employment. The maximum total number of days that may be received from the Sick Leave Bank is (120) during his/her total District employment. Eligible part-time contractual employees may receive up to a maximum of 30 days.
- F. If a bank member does not use all the days granted from the bank, the unused bank days will be returned to the bank.
- G. Days will be granted from the Sick Leave Bank in an emergency situation of a serious nature, not to include normal pregnancies.
- H. A donee may not use any donated sick leave from Sick Leave Bank until his or her own sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes has been exhausted. This includes 20 days at the price of a substitute. The donee may use donated sick leave only for the purposes specified in this policy.
- I. Leave from the bank may not be used for disabilities which qualify the member for Workman's Compensation benefits, unless the member has exhausted all Workman's Compensation leave and their own accumulated sick and annual leave.
- J. A member of the bank will lose the right to use the benefits of the bank by:
 - 1. Termination of employment with the Altus Schools.
 - 2. A member's voluntary cancellation of his/her membership in the bank, as of the effective date of cancellation.

3. A member's written authorization to discontinue annual contribution of sick leave day(s) as of the date that contribution comes due.
 4. Any abuse or misuse of the rules of the bank.
 5. While on approved leave of absence, for other than personal illness or family catastrophic illnesses.
- K. Eligible employees on non-temporary contracts who do not elect to join the bank at the first opportunity afforded them will not be permitted to join the bank thereafter. Ten month employees must join by the 15th of September. Twelve month employees and other employees who go on contract at a time other than August must join within 15 working days of employment.
- L. A Bank Screening Committee, composed of one person from each school site, one administrator, one support person, and the superintendent, shall approve or disapprove use of bank. An ex officio member will be appointed by the superintendent to chair the Bank Screening Committee. Each school shall elect a teacher to serve as its member of the committee by ballot. All administrators and all support personnel will each select a member at large by ballot. Only members of the bank may vote and serve on the Screening Committee. Elections will be held in January. Altus Early Childhood Center, Altus Primary and AIS representatives are elected for a two year term. Rivers, Altus Elementary, Altus Early Childhood Center, Altus Junior High, and AHS representatives will serve three years for the first term in order to provide continuity within the committee membership.
- M. All eligible requests to draw upon the bank must be accompanied by a Bank Request Form and Sick Leave Bank Questionnaire, then submitted to the Screening Committee within ten (10) calendar days before the first date of bank usage. The screening committee will not act on any physician's statement unless it is on the official Bank Physician's Statement Form and Sick Bank Questionnaire.
- N. In case the contributor's incapacity is of such a nature that he/she cannot personally apply for a grant, his/her application may be submitted to the committee by his/her authorized agent or member of his/her family on his/her behalf.
- O. Leave grants from the bank shall be in units of not more than fifteen (15) consecutive working days. Additional Bank Physician's Statement Forms and Sick Leave Bank Questionnaires may be requested before additional days are granted.
- P. In cases where the committee disapproves a member of the bank, an application for use of the bank, or for an extension of such use, the applicant may appeal his/her request to a vote of the total membership.
- Q. All forms for application for participation in the bank, withdrawal of sick leave days, and cancellation forms shall be available in the principal's office of each school and in the superintendent's office, and such forms shall be sent to any employee at his/her request.
- R. Copies of all bank requests and Bank Membership Cancellation Forms shall be marked for approval or denial by the screening committee. Following such action, the superintendent's office shall disperse copies of the forms to the bank member.
- S. There will be a review of policy by the Sick Leave Bank Screening Committee annually or as needed to determine if changes are required to make the policy more effective.

Sick Leave Bank Questionnaire*

1. Is the leave request for:

Self _____

or

Family Member _____

Relationship to applicant _____

2. Is all accumulated Leave Exhausted? Yes or No

a. Sick Leave _____

b. Personal Leave _____

c. District provided Leave
20 days @ cost of a substitute _____

3. Is existing condition of an extreme or life threatening nature? _____

4. If surgery was performed, was it of an emergency nature? _____

5. Is a physician's statement attached to this form? _____

6. Have you received supplemental sick leave days from any source during your district employment?

Sick Leave Bank # of days _____ Month and Year _____

In order to qualify for Sick Leave Bank, you must have answered yes to questions 2a, 2b, 3, 4 (if applicable), and 5.

**(This form must be submitted with a formal request to withdraw leave from Sick Leave Bank)*

ALTUS PUBLIC SCHOOLS

REQUEST TO DRAW FROM SICK
LEAVE BANK

ATTN: SICK LEAVE BANK COMMITTEE

P.O. Box 558

Altus, OK 73521

Phone: (580) 481-2100

SICK LEAVE BANK FILING INSTRUCTIONS

- A. Complete the employee request statement below answering all questions in full.
- B. Have your attending physician complete the physician's report in full being certain to dates of continued disability, limitations and restrictions, etc. Ask the doctor to return the form to you for filing at the address shown above.
- C. Return the form to the Sick Leave Bank coordinator for filing and completion of employer's statement.

PART A STATEMENT OF EMPLOYEE

Name _____ Social Security Number _____

Residence Address _____

Phone Number _____ Job Classification _____

School Where Employed _____

1. Date accident or illness began _____
2. Nature of illness or injury _____
3. On what date did you last work? _____
4. When do you anticipate return to work? _____

I hereby authorize any physician or hospital, to release any information regarding the medical history, treatment, or disability. A photocopy of this authorization shall be considered as valid as the original. This authorization shall be considered valid for the duration of the claim; but not to exceed one year from the date signed. By signing below I certify the above information is true and correct to the best of my knowledge.

Employee's Signature _____ Dated _____

PART B STATEMENT OF PHYSICIAN

Diagnosis _____

Patient's Limitations and Restrictions _____

Approximate length of time that the above named employee will be unable to return to work _____

Date	Physician's Name (Print)	Signature	Degree

Phone	Street	City	State	Zip Code

PART C STATEMENT OF EMPLOYER

1. Employee was unable to perform his/her duties from _____ thru _____
 2. Number of Sick days entitled to at start of disability _____ Number used _____
 3. First date of 20 days of pay minus substitute _____ Number used _____
- Dated _____ Signature of Verifying Official _____

FAMILY MEDICAL LEAVE ACT

It is the policy of the Board of Education to provide up to 12 work weeks of unpaid leave to employees who have been employed at least one year in this school district, who have worked at least 1,080 hours during the previous 12-month period, and who have exhausted their sick leave, personal leave, and vacation time.

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 severe health condition the employee is experiencing.

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 work weeks 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.

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.

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. However, the leave time will not be counted toward tenure. The employee's medical insurance coverage will remain as is for this period.

NOTE: 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.

REFERENCES: PL103-3
29CFR, Part 825

PARENTAL LEAVE

The board of education will consider disability because of pregnancy or childbirth in the same manner as any other disability is considered. Therefore, if an employee desires parental (maternity/paternity) leave, the employee, shall so advise the superintendent in writing of her/his intentions; the date the leave is to commence; whether long-term or short-term leave is desired, and the date of return.

Long-term leave involves the use of regular sick pay and is leave with pay up to the exhaustion of sick leave, not to exceed 6 weeks.

Short-term leave involves the use of regular sick pay and is leave with pay up to the exhaustion of sick leave.

1. Requests for parental leave must be submitted in writing.
2. Pregnant employees are required to furnish a doctor's statement as to their physical well-being and ability to continue employment.
3. Pregnant employees are required to furnish a doctor's statement as to their physical well-being and ability to return to employment following delivery.
4. Employees may be requested to provide an "intent" statement as to whether or not they intend to return to employment following the birth of the child.

REFERENCE: 70 O.S. §6-104.5

CROSS REFERENCE: Policy DEC-R1, Sick Leave, Certified Personnel
Policy DECA, Family Leave
Policy DED-R4, Adoption Leave

MILITARY LEAVE

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.

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

CERTIFIED EMPLOYEES EXTENDED LEAVE OF ABSENCE

If, due to an extended illness, an employee has used all the sick leave benefits accumulated under the terms of school board policy and continues to be ill and cannot return to his or her position, for a maximum of 20 days, his or her salary may be reduced by an amount to pay the cost of a substitute, regardless of whether a substitute is actually employed. After twenty (20) days of extended sick leave has been exhausted, the employee will automatically be placed on a medical leave of absence without pay, not to exceed one year. It shall be noted that the 20 days at the price of a substitute provision is intended for the certified teacher's extended illness and for use after all other sick leaves are exhausted. This leave request shall be in writing and submitted for prior approval to the superintendent or his designee. Upon return to work, the employee must provide a doctor's verification that he/she will be physically able to perform assigned duties before the employee will be allowed to return to work. Failure of the employee to return to work after one year on the medical leave of absence may be cause for termination of employment.

An employee returning to full employment with Altus Public Schools following a leave of absence under the terms of these provisions shall be reinstated in service without loss of professional or financial status.

FACULTY MEETINGS

Principals should evaluate their building faculty meetings very carefully and schedule only those that are essential and profitable. Principals should feel free, however, to schedule as many meetings as are necessary to the successful operation of the school program.

Effective schooling operations can best be accomplished by having knowledgeable and well-informed staff members. A primary purpose of building level faculty meetings should therefore be to create an atmosphere for effective communications.

It is important that teachers attend meetings which are scheduled for them. They should be on time and should stay until the meeting is completed. If it is necessary for a teacher to be absent from a meeting or to come in late or leave early, this information should be given to the principal prior to the meeting so it can be relayed to the person in charge.

PROFESSIONAL AND BUSINESS MEETINGS

Employees shall attend all professional and business meetings authorized by the superintendent of schools or school principals, unless properly excused from such attendance. Failure to comply with this policy would be willful neglect of duty, and the employee would be subject to disciplinary action.

RECORDING AND REPORTING PUPIL PROGRESS

Teachers shall continuously evaluate and record the progress of pupils as prescribed by the schools. The standard grade book shall become the official record for each class. Such class records shall be in the possession of the teacher except at the end of the school term or at such time when the teacher leaves the school system. The grade book shall be on file in the principal's office.

Principals may devise a plan for teachers who desire to present a record of grades by using computer print-outs; however, such print-outs will provide all the information called for in the standard grade book provided by the school district.

TEACHERS ARE NOT TO LEAVE STUDENTS UNATTENDED

Teachers are reminded of the legal responsibility for actions of students under the control of and assigned to the teacher.

Teachers are not to leave students unattended at any time during the school day or at other times when students are under the assigned supervision of the teacher.

Principals of each school will develop plans for covering classes and groups of students when an emergency arises and a teacher must leave the students for which he/she is responsible.

ATTENDANCE RECORDS

Teachers shall keep daily attendance records and such other records, and make such reports, as required by law and by the superintendent.

POLITICAL ACTIVITIES OF EMPLOYEES

The public schools shall be kept out of partisan politics. The school district does not, however, presume to control or limit the personal activities of its employees. They may exercise their privileges and responsibilities as citizens according to their personal convictions. The use of school facilities, materials, equipment, or official capacities shall not be used to promote the candidacy of any individual or group.

ADMITTING EMPLOYEES TO ACTIVITIES

All employees in Altus Schools are presented one general admission pass for himself/herself and one pass for his/her spouse if the spouse is not a school employee. The pass is for the employee and/or the employee's spouse and cannot be transferred or used by anyone else. These passes are for all athletic events during the school year. A policy of admitting employees to other school activities without charge is to be left to the discretion of the principal of the individual school and the director of the activity of the school involved.

GRIEVANCE PROCEDURES OR FILING, PROCESSING, AND RESOLVING ALLEGED DISCRIMINATION COMPLAINTS (STUDENTS AND EMPLOYEES)

I. Definitions

- A. **Discrimination Complaint:**
A written complaint alleging any policy procedure or practice which discriminates on the basis of race, color, national origin, gender, or qualified handicap.
- B. **Student Grievant:**
A student of the Altus Public Schools submits a complaint alleging discrimination based on race, color, national origin, gender, or qualified handicap.
- C. **Employee Grievant:**
An employee of the Altus Public Schools submits a complaint alleging discrimination based on race, color, national origin, religion, gender, age, qualified handicap, or veteran.
- D. **Title IX and ADA/504 Coordinator:**
The person(s) designated to coordinate efforts to comply with and carry out responsibilities under Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act 1973, and other State and Federal Laws addressing equal educational opportunity. The Title IX ADA/504 Coordinator is responsible for processing complaints and serves as moderator and recorder during hearings.
- E. **Respondent:**
The person alleged to be responsible for the violation alleged in a complaint. The term may be used to designate persons with responsibility for particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.
- F. **Day:**
Day means a working day. The circulation of days in complaint processing shall exclude Saturdays, Sundays, and holidays.

II. Pro-Filing Procedures

- A. Prior to the filing of a written complaint, the student or employee is encouraged to visit with the Building Principal, and reasonable effort should be made to resolve the problem or complaint.

III. Filing and Processing Discrimination Complaints

- A. **Grievant:** Submits written complaint to Title IX ADA/504 Coordinator stating name, nature and date of alleged violation; name of persons responsible (where known); and requested action.

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| | Complaint of alleged | must be submitted with 30 days violation. Complaint forms are available in school office or other designated area. |
| B. | Title IX ADA/504 | Notifies respondent within 10 days and asks respondent to: <ol style="list-style-type: none"> 1. Confirm or deny facts, 2. Indicate acceptance or rejection of student or employee's requested action, or, 3. Outline alternatives |
| C. | Respondent | Submits answer within 10 days to Title IX ADA/504 Coordinator. |
| D. | Title IX ADA/504 Coordinator | Within 10 days after receiving respondent's answer, Title IX ADA/504 Coordinator refers the written complaints and respondent's answer to the principal or other designee. The Title IX ADA/504 Coordinator also schedules a hearing with the grievant, the respondent, and the principal or other designee. |
| E. | Principal, Grievant, Respondent, and Title IX ADA/504 Coordinator | Hearing is conducted |
| F. | Principal | Issues within 10 days after the hearing a written decision to the student or employee, respondent, and Title IX ADA/504 Coordinator. |
| G. | Grievant or | If the Grievant or respondent is not satisfied with the decision, they must notify the Title IX ADA/504 Coordinator within 10 days and request a hearing with the Superintendent. |
| H. | Title IX ADA/504 Coordinator | Schedules within 10 days of request a hearing with the grievant, respondent, and Superintendent. |
| I. | Superintendent, Grievant, Respondent, and Title IX ADA/504 Coordinator | Hearing is conducted. |
| J. | Superintendent | Issues a decision within 10 days following the hearing. |
| K. | Grievant | If the grievant or respondent is not satisfied with the decision, they must notify the Title IX ADA/504 Coordinator within 10 days and request a hearing with the governing board. |

- L. Title IX ADA/504 Coordinator
Notifies governing board within 10 days after receiving request. Title IXADA/504 Coordinator schedules hearing with the governing board. Hearing is to be conducted within 10 days from the date of notification to the governing board.
- M. Governing Board or hearing panel established by the board: Grievant and Title IX ADA/504 Coordinator
Hearing is conducted.
- N. Governing Board
grievance
Issues a final written decision within 10 days after the hearing regarding the validity of the and any action to be taken.

IV. General Provisions

- A. Extension of time:
Any time limits set by those procedures may be extended by mutual consent of parties involved. The total number of days from date that complaint is filed until complaint is resolved shall be no more than 180 days.
- B. Access of Regulations:
The Altus Public Schools shall provide copies of all regulations prohibiting discrimination on the basis of race, color, national origin, religion, gender, age, qualified handicap, or veteran upon request.
- C. Confidentiality of Records:
Complaint records will remain confidential unless permission is given by the parties involved to release such information. No complaint record shall be entered in the personnel file. Complaint records shall be maintained on file for three years after complaint resolution.

REDUCTION-IN-FORCE – CERTIFIED PERSONNEL

It is the policy of the 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 the following conditions:

- Actual or projected decrease in revenue.
- Actual or projected decrease in student enrollment.
- Actual or projected changes in educational programs or curriculum, or
- Cancelation of programs, or**
- Any other circumstances determined by the board.

Definitions

Career Teacher: A teacher who has completed three (3) or more consecutive complete school years in such capacity in one school district under a written contract.

Probationary Teacher: A teacher who has completed fewer than three (3) consecutive complete school years in such capacity in one school district under a written contract.

Licensed Teacher: A teacher who has been issued an emergency or provisional certificate.

In the event of such a situation, effort will be made to accomplish the necessary reduction by attrition, voluntary resignation, or voluntary retirement. Otherwise, reduction-in-force will be made according to the following procedures:

1. The position will be the determining factor in reduction not the teacher occupying the position.
2. The order of termination will be as follows:
 - A. A licensed teacher in an eliminated position will be terminated first.
 - B. A **probationary** teacher in an eliminated position will be terminated second. However, if a **probationary** teacher is certified for a position held by a licensed teacher, the **probationary** teacher will be reassigned to that position, and the licensed teacher will be terminated.
 - C. A **career** teacher in an eliminated position will be placed in a retained position in which the teacher is, at the time of presentation of the recommendation to reduce force, certified by standard certification, provided the position is occupied by a **probationary** or licensed teacher.
 - D. 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.

- E. 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, and a **probationary** teacher will be retained over a licensed 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.
 - a. Years of teaching experience in the retained position in the local 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.
 - c. Current year evaluation.
 - d. Recommendations of principal and/or superintendent.
- F. If there is more than one **probationary** teacher or more than one licensed teacher in the position being reduced, the criteria listed in E, 1 through 3, will be used in determining which **probationary** teacher or licensed teacher will be retained.

Recognizing the importance of having qualified personnel to conduct extracurricular programs, the board reserves the right to retain teachers or employ new teachers regardless of the factors used above in determining which teacher(s) to reduce for the following extra duty assignments: Directors of vocal and instrumental music and the head coaches of sports.

The Board of Education reserves the right to retain teachers regardless of the criteria listed above when there is a need for teachers to take extra duty assignments if no other teachers with necessary qualifications and experience are available to take the needed extra duty assignments.

The board reserves the right to select and employ all administrators regardless of factors listed above in determining which employees are to be reduced. 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 the calendar year in which the reduction-in-force occurred.

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.

TERMINATION OF EMPLOYMENT TEACHERS

It is the policy of the Altus 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 year in which they are submitted. Resignations to become effective earlier than 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, made no later than fifteen days after the first Monday in June, likewise require a release by the board and will be considered on an individual basis. 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 acknowledgement of receipt inscribed on the face of the resignation.

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 to process requirements in effect at the time such teacher is recommended for dismissal or renewal.

TERMINATION OF EMPLOYMENT TEACHERS (Cont.)

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 passes, the board may vote to not reemploy a certified employee.

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

ACCEPTANCE OF LETTERS OF RESIGNATION OR RETIREMENT

The Altus Board of Education empowers the superintendent, as agent of the board, to accept on its behalf letters of resignation or retirement from any school district employee. Receipt of a letter of resignation/retirement by the superintendent constitutes acceptance of such resignation/retirement 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/retirement. Any resignation/retirement received by the superintendent is irrevocable.

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

I, the Superintendent of Schools, acting as the Chief Executive Officer of the Altus Board of Education, acknowledge receipt this date of a resignation/retirement from employment signed by _____, effective the _____ day of _____, _____. My signature constitutes acceptance of this resignation/retirement by the Board of Education and releases the resigning/retiring employee and the district, upon the effective date of the resignation/retirement, from all further contractual obligations. By accepting this resignation/retirement 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/retirement is irrevocable.

Superintendent

Employee

Date

TEACHERS TO CHECK ASSIGNMENTS

All teachers, regardless of the subject taught, are required to check student's assignments and written work for punctuation, grammar, and spelling.

ASSAULT AND BATTERY TO SCHOOL DISTRICT EMPLOYEES

Any School District employee upon whom an assault, battery, assault and battery, aggravated battery or aggravated assault and battery is committed while in the performance of any duties as a school employee shall immediately notify either the Superintendent, a building administrator or a member of a Safe School Committee of the School District. The building administrator or member of the Safe School Committee shall immediately notify the Superintendent of the incident. If the School District employee seeks emergency medical treatment as a result of the incident, the employee may make the report after obtaining such treatment or through a designee. All such reports must state the name of the person who committed the offense, the person upon whom the offense was committed, the nature, context and extent of the offense, the date(s) and time(s) of the offense and any other information necessary to a full report and investigation of the matter. The report may be made orally or in writing. The Superintendent or his/her designee will deliver a copy of this policy to the School District employee upon receipt of the report. The Superintendent or Superintendent's designee will investigate the incident and take appropriate action based upon the results of that investigation. The School District employee must cooperate in the investigation. The Superintendent will notify the State Department of Education in writing of all such incidents for the previous year on July 1 of each year or the first business day thereafter if July 1 falls on a weekend or legal holiday. The Superintendent's report must include a description of the incident and the final disposition of the incident.

The School District will also refer appropriate incidents to law enforcement for investigation and prosecution. The School District's decision to report or not to report a particular incident to law enforcement does not preclude the School District employee from making a report to law enforcement. To the extent permitted by law, the School District will share information and cooperate with law enforcement in the conduct of its investigation and in any subsequent prosecution.

No School District employee will be subject to any civil liability for any statement, report or action taken in reporting or assisting in reporting a battery or assault and battery committed upon the School District employee while in the performance of any duties unless such report or assistance was made in bad faith or with malicious purpose.

The School District will post in a prominent place at each school site the following notice: "FELONY CHARGES MAY BE FILED AGAINST ANY PERSON(S) COMMITTING AN AGGRAVATED ASSAULT OR BATTERY UPON ANY SCHOOL EMPLOYEE."

For purposes of this policy, a "School District employee" means a teacher, principal, or any duly appointed person employed by the School District or employees of a firm contracting with the School District for any purpose, including any personnel not directly related to the teaching process and school board members during school board meetings.

For purposes of this policy, the terms "assault," "battery" and "aggravated assault and battery" are defined as follows: An "assault" means any willful and unlawful attempt or offer with force or violence to do a corporal hurt to another. A "battery" is any willful and unlawful use of force or violence upon the person of another. An "assault and battery" becomes "aggravated" when committed under any of the following circumstances: (1) when great bodily injury is inflicted upon the person assaulted; or (2) when committed by a person of robust health or strength upon one who is aged, decrepit or incapacitated, as defined by law.

SCHOOL DISTRICT EMPLOYEE ASSAULT AND BATTERY REPORT FORM

For purposes of this report, a “**School District employee**” means a teacher, principal, or any duly appointed person employed by the School District or employees of a firm contracting with the School District for any purpose, including any personnel not directly related to the teaching process and school board members during school board meetings. An “**assault**” means any willful and unlawful attempt or offer with force or violence to do a corporal hurt to another. A “**battery**” is any willful and unlawful use of force or violence upon the person of another. An “**assault and battery**” becomes “**aggravated**” when committed under any of the following circumstances: (1) when great bodily injury is inflicted upon the person assaulted; or (2) when committed by a person of robust health or strength upon one who is aged, decrepit or incapacitated, as defined by law.

Date of offense: _____ Approximate time of offense: _____

Name of person who committed the offense :

Name of person upon whom the offense was committed:

Name(s) of any person(s) who witnessed the offense:

Description of the nature, context and extent of the offense (use additional pages as necessary for a full description of the event):

Other information:

No School District employee will be subject to any civil liability for any statement, report or action taken in reporting or assisting in reporting a battery or assault and battery committed upon the School District employee while in the performance of any duties unless such report or assistance was made in bad faith or with malicious purpose.

Date of Report: _____

Name of Person Reporting the
Offense

A copy of the School District’s Assault and Battery Involving School District Employees policy will be provided to the employee upon whom the offense was committed upon receipt of this report.

STUDENT ACTIVITIES EXPENSE REIMBURSEMENT

It is the policy of the Altus 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 co-curricular 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 school activity funds.