

REPORTING STUDENT SUBSTANCE ABUSE

The board recognizes the complexity of problems which may be associated with student substance abuse. The concern is for the well-being and best interests of students at all times. Therefore, the following procedure will be utilized by teachers in reporting students who appear to be under the influence, as defined by law, of: low-point beer, alcoholic beverages, or controlled dangerous substances.

When it appears to a teacher that a student may be under the influence of low-point beer, alcoholic beverages, or controlled dangerous substances (drugs), the teacher will report the matter in writing to the principal. Whenever possible, the teacher should attempt to obtain a corroborative observation from another teacher or administrator.

The report of the teacher will state the date, time, and place of the incident. It will also describe the actions of the student or other circumstances from which the teacher concluded that the student appeared to be under the influence of low-point beer, alcoholic beverages, or controlled dangerous substances.

The principal or his/her designee will also immediately notify the student's parent or legal guardian of the report. The notification to the student's parent or legal guardian may be verbal, but will be promptly confirmed in writing. Principals and designees will also notify the superintendent of the incident.

A copy of this policy will be delivered to each teacher.

Reference: 70 OKLA. STAT. §24-138

(37 OKLA. STAT. §163.2, 37 OKLA. STAT. §506, 63 OKLA. STAT. §2-101)

STAFF DEVELOPMENT

The district's certified personnel must earn a minimum of five (5) points during each school year and accumulate a minimum of seventy-five (75) points during a five-year period. However, no more than a total of one hundred fifty (150) hours of local, state, or federal professional development or training shall be required for classroom teachers during any five-year period. These points will be authorized by prior approval of the activity by the superintendent and will follow the guidelines as established by the staff development committee and the board of education. The district shall keep a record of each staff development activity in the office of the Staff Development Committee.

The district shall require the superintendent to inform employees of their point status at the end of the first semester of school, so that any deficiencies in in-service points may be corrected. The Staff Development Committee will give the superintendent this total of individual points.

Teachers will be notified in writing at the end of the first semester of their points earned. At the end of the school year teachers will receive copies of total points earned for that year. They will also sign their record sheet. Teachers shall maintain written documentation of all their completed professional development.

For accounting purposes, staff development requirements by the local staff development plan, points must be in, on or before the last day of the current school year. A re-employment contract is contingent upon successful completion of the requirements of the local staff development policy. Points earned while teaching at another school may be transferred for credit at this institution.

Teachers must attend all meetings called or approved by the superintendent. Teachers are expected to attend those professional meetings for which they are given days off from school to attend. Local teachers meetings will be called as needed by the superintendent.

In addition to these requirements, all teachers will be required to participate in individual growth goals in accordance with the programs and guidelines established by the Oklahoma State Department of Education. These growth goals will be established in conjunction with a teacher's evaluation (regardless of whether a teacher is evaluated during a school year) but will not increase the required number of professional development points needed under this policy.

Reference: OAC 210:20-19-3; OKLA. STAT. tit. 70, § 6-194

CERTIFIED EMPLOYEE LEAVE

Unpaid Leave

A one (1) year unpaid leave of absence may be granted by the board for personal illness, further study, or rearing a child. With the exception of a personal illness or in cases of emergency, all leave requests shall be made prior to March 15. All requests for reinstatement from an approved leave of absence shall be made by March 15. Upon return from such leave, a teacher shall be guaranteed a position in the district for which he/she is qualified. If reinstatement has not been requested by the above date, the teacher will be deemed to have resigned his/her position with the district.

Professional Leave

The board is committed to the principle of providing and approving opportunities for the professional improvement of its certified staff. The superintendent may approve or designate specific personnel to participate in school-community activities, educational workshops and educational seminars. Personnel on approved professional assignment receive their rate of pay.

Personal Leave

Each teacher may be absent three (3) days for reasons of personal business. Personal business leave is not cumulative, however, at the end of each year, teachers' unused personal business leave shall be converted to sick leave days. Except in emergency situations, requests for personal business leave shall be made at least two (2) days in advance and may be denied by the administration when ten (10) percent or more of the teachers at a particular school have already been granted such leave. Personal business leave shall be granted on professional days with the superintendent's approval in advance. Such leave is charged as a personal business day and shall require the teacher to make up the missed professional day.

Except in emergency situations, personal business leave may not be utilized during the following times:

- The first or last five (5) working days of the school year;
- The day before or after a Hildale School holiday or vacation period; and
- Days when school remains in session despite adverse weather conditions.

Funeral Leave

Teachers shall be granted paid leave, of up to three (3) days per year, for a death in the family of first or second-degree relationship by affinity or consanguinity. Teachers will also be granted one (1) day of paid leave per year to attend the funeral of a family member not covered above. This leave is not cumulative. The superintendent is authorized to grant

additional days for family bereavement and/or days for deaths outside the family not covered above, chargeable to sick leave.

Sick Leave

Personal Illness: At the beginning of each school year, each teacher shall be credited with ten (10) days of leave at full salary for personal accidental injury, illness, pregnancy, or accidental injury or illness in the immediate family, (spouse, child, parent, sibling, grandparent, grandchild, and corresponding in-laws). Unused sick leave shall be accumulated from year to year as long as the employee remains continuously in the system provided the maximum sick leave credit shall be reduced by one (1) day for every day that the employee is absent for reasons covered by the sick leave policy. Maximum sick leave credit at all times shall not exceed ninety (90) days.

The board shall keep a record of all sick leave accumulated and all sick leave lost above the maximum accumulation for each teacher. Upon retirement, the board shall report the total amount of sick leave accumulated and lost to the Oklahoma Teachers' Retirement System.

Attendance Bonus – Certified staff whose attendance exceeds 165 days shall receive an attendance bonus in accordance with the following schedule:

<u>Days in Attendance</u>	<u>Additional Retirement Sick Leave Bank Days</u>
171	1
172	2
173	3
174	4
175	5

Attendance bonus days shall be credited to the retirement sick leave accounts of eligible employees annually. When individual retirement sick leave bank days total 120 days, the district shall convert the above bonus to \$20.00 for each day accumulated annually.

Sick Leave--Extended Benefits

Extended Benefits: At the end of each school year, each certified employee shall be paid a bonus for unused days of sick leave credited that year and over the set amount that may be accumulated.

Upon legal retirement or termination of employment, each certified employee shall be paid a bonus for each unused sick leave accumulated up to 90 days at the following:

- 0 to 10 years of service in Hilldale Schools
- 11 to 20 years of service in Hilldale Schools \$14.00 per day \$20.00 per day
- 21 years and over of service in Hilldale Schools \$25 per day

Civic Duty Leave

The district shall grant a certified employee leave for jury duty and shall pay him or her during such service the full current salary. The district shall also grant a certified employee leave with full pay to serve as a witness in a legal proceeding in which he or she is not a party if the witness has been lawfully subpoenaed. The district may deduct any

compensation or witness fee received for services from the employee's salary during such service.

Employee Association Leave

A certified employee may request a leave of absence to hold office as an officer, director, trustee, or agent of a national, statewide, or school district employee association. The certified employee requesting employee association leave must provide the district superintendent, or their designee, with proof of election and proof of the term of office for the national, statewide, or school district employee association. Proof of election must include certification by the employee association of the date of the election and the results of the election.

The board of education may, in its sole discretion, grant a request for leave of absence under this section, but such leave will be without pay and without benefits granted by the district, regardless of whether the benefit is paid by the employee on leave or the association for which the employee is serving as an officer, director, trustee, or agent. If the request for employee association leave is granted, the board of education will provide definitive beginning and end dates for the approved leave of absence.

During the employee association leave period, the employee's position with the district will be maintained without advancement on the minimum salary schedule and without accrual of sick leave, personal business leave, or personal leave. Furthermore, the employee on leave will not accumulate service credit within the Teacher's Retirement System of Oklahoma. Following the conclusion of a leave of absence approved by the board of education under this section, the employee may return to their former position or a comparable position.

During the leave of absence, the employee granted leave will be prohibited from accessing district office space.

Family and Medical Leave

The Hilldale Board of Education agrees to comply with the terms and conditions of the Family and Medical Leave Act of 1993. Administrators shall have the following leave available except to the extent that different leave terms are provided by the administrator's contract.

Professional Leave

The board is committed to the principle of providing and approving opportunities for the professional improvement of its certified staff. The superintendent may approve or designate specific personnel to participate in school-community activities, educational workshops and educational seminars. Personnel on approved professional assignment receive their rate of pay.

Sick Leave

At the beginning of each school year, each administrator will be credited with one (1) day of sick leave for each month of the length of their contract for personal accidental injury, illness, pregnancy, or accidental injury or illness in the immediate family, (spouse, child, parent, sibling, grandparent, grandchild, and corresponding in-laws). Unused sick leave shall be accumulated from year to year as long as the employee remains continuously in the

system provided the maximum sick leave credit shall be reduced by one (1) day for every day that the employee is absent for reasons covered by the sick leave policy. Maximum sick leave credit at all times shall not exceed ninety (90) days.

The board shall keep a record of all sick leave accumulated and all sick leave lost above the maximum accumulation for each teacher. Upon retirement, the board shall report the total amount of sick leave accumulated and lost to the Oklahoma Teachers' Retirement System.

Personal Business Leave

Administrators may be absent for three (3) days per school year for reasons of personal business without loss in salary. Such leave is not cumulative, however, at the end of each year, administrators' unused personal business leave shall be converted to sick leave days. Except in emergency situations, requests for personal business leave shall be made at least two (2) days in advance. Personal business leave shall be granted on professional days with the superintendent's approval in advance. Such leave is charged as a personal day and shall require the assistant principal to make up the missed professional day.

Except in emergency situations, personal business leave may not be utilized during the following times:

- The first or last week of school;
- The day before or after a holiday or vacation period; and
- Days when school remains in session despite adverse weather conditions.

Sick Leave – Extended Benefits

Extended Benefits: At the end of each school year, each administrative employee shall be paid a bonus for unused days of sick leave credited that year and over the set amount that may be accumulated.

Upon legal retirement or termination of employment, each certified employee shall be paid a bonus for each unused sick leave accumulated up to 90 days at the following:

- 0 to 10 years of service in Hilldale Schools
- 11 to 20 years of service in Hilldale Schools \$14.00 per day \$20.00 per day
- 21 years and over of service in Hilldale Schools \$25.00 per day

Retirement

Upon retirement from the school district, a school administrator shall be compensated for all unused vacation days.

Bereavement Leave

Administrators may be absent for three (3) days without loss of pay for a death in the family of first or second degree relationship by affinity or consanguinity.

Administrators may be absent one (1) day for a funeral without loss of pay for the death of a member of the family beyond the first or second degree relationship by affinity or consanguinity.

These leaves are not cumulative.

The first degree is defined as consisting of wife, husband, daughter, son, stepson, stepdaughter, mother, father, brother, sister, stepmother and stepfather. The second degree is defined as consisting of mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson and granddaughter.

Vacation

Twelve month administrators shall be entitled to one day of vacation for each month of employment. They may carry over up to 10 days for one year as vacation bank. Vacation bank must be used at the end of the year and will not carry over. Twelve month employees shall be compensated for all unused vacation bank.

Epidemics/Pandemics

District teachers and administrators shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order. Teachers and Administrators are not required to use leave for time lost in these circumstances if the campus is closed and no work is assigned.

This provision does not prevent the District from requiring teachers and administrators to telework from home or another site when the school campus is closed due to an epidemic. Teachers or administrators who have been directed to telework who are unable to work from home or another site due to illness or another reason should utilize their accrued leave to cover their absence.

Military Leave

It is the policy of the district to provide leave for teachers who are a component of the armed forces in the United States including the members of the National Guard, when that teacher is ordered by proper authorities to active duty or service. Military leave shall be without loss of status, efficiency rating pay or benefits during the first thirty (30) working days of such leave. The district will also comply with all other rights guaranteed under state and federal law.

Maternity Leave

Full-time employees of the district who have been employed by the district for at least one year and have worked at least 1,250 hours during the preceding 12-month period shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of paid maternity leave shall be used immediately following the birth of the employee's child. The six (6) weeks of maternity leave shall be in addition to and not in place of sick leave due to pregnancy pursuant to 70 O.S. § 6-104. A district employee taking maternity leave pursuant to the new law shall not be deprived of any compensation or other benefits to which the employee is otherwise entitled.

The district shall file claims with the State Board of Education for reimbursement of expenses related to providing eligible employees with paid maternity leave.

With regard to any shared sick leave program which is currently offered or which may be offered in the future by the district, provided maternity leave must be used prior to any shared sick leave available under the district's program.

Reference: 70 OKLA. STAT. §6-101, 70 OKLA. STAT. §6-104, 70 OKLA. STAT. §6-104.1, 70 OKLA. STAT. §6-104.5, 70 OKLA. STAT. §6-105, OKLA. STAT. tit. 70, § 509.12; Atty. Gen. Op. No. 76-161; OKLA. STAT. tit. 70, § 6-104.1, et seq.

**SUSPENSION, DISMISSAL
AND NONREEMPLOYMENT OF TEACHERS**

Suspension, dismissal, and nonrenewal of teachers shall be as provided by law and in accordance with applicable regulations of the OSDE.

Reference: 70 OKLA. STAT. § 6-101, OAC 210-1-5-8

**REDUCTION IN FORCE
CERTIFIED TEACHING PERSONNEL**

I. General Matters

- A. Reasons for a Reduction in Force. A teacher may be nonreemployed when the board decides that due to (i) a financial exigency or (ii) a program change for institutional reasons or (iii) a decline in enrollment or (iv) other business necessity as determined by the board, a reduction in teaching staff is necessary.
- B. Definitions. For the purpose of this policy, the following terms have the stated meanings:
1. "Financial exigency" means a reduction in the school district's financial resources resulting from declining enrollment or any other action or event that in the sole judgment of the board of education will result in a reduction in the school district's current or future operating budget.
 2. "Program change" means any elimination, curtailment or reorganization of a curriculum offering, program or school operation or a reorganization or closing of a school or consolidation of two or more individual schools or school districts that is unrelated to financial exigency.
 3. "Declining enrollment" means a decrease in the school district's total enrollment or enrollment in a particular program or curriculum offering which in the sole judgment of the board of education may adversely affect the school district's current or future allocation of funds and/or the necessity of maintaining certain current or future class sections or curriculum offerings.
- C. Criteria for Eliminating Positions. The primary criterion in effectuating any reduction in force shall be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the school district. In evaluating its program, the superintendent and the board will consider the elimination of teaching positions, not the teachers occupying those positions. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, the needs of students and those extra duty assignments that require special skill or expertise.
- D. Priority. In determining which teacher(s) will be nonreemployed when one or more of a number of identical positions is eliminated, the following criteria, in this order, shall govern:

1. The school district will nonreemploy the teacher(s) who has the lowest composite rating under the school district's Teacher and Leader Effectiveness Evaluation System (TLE) in the position being eliminated. Ratings will be calculated by averaging the past three (3) years' ratings (or fewer if 3 years are not available) and will be measured to the nearest hundredth of a decimal point.
 2. If the teachers are equal under the above criteria, then the teacher(s) who has the most seniority in the school district will be retained.
 3. If the teachers are equal under the above criteria, then the school district will retain the teacher(s) who currently holds a contracted extra duty assignment, IF, after the reduction in force, that teacher will continue to be assigned such extra duty assignment.
 4. If no contracted extra duty assignment exists, the school district will retain the teacher who meets any federal requirements, such as "highly qualified" under No Child Left Behind, for the courses assigned to that teacher.
 5. If the teachers are equal under the above criteria, the school district will retain the teacher with the most advanced academic degree status.
 6. If degree status is equal, the school district will retain the teacher having the most versatile certificate in order to enable the school district to have flexibility in planning future curriculum.
 7. If versatility of certificates is equal, the school district will retain the teacher chosen by lot through a process determined by the superintendent or the superintendent's designee.
- E. Bumping. If a teacher's position is eliminated and the teacher scheduled to be nonreemployed (after going through the criteria in section "D" above) has a composite TLE score of effective or above, then in the administration's sole discretion, that teacher may be placed in another position for which the teacher is certified to teach, if the other position is currently held by a teacher who has a composite TLE score that is below effective. Under those circumstances, the teacher with the TLE composite below effective will be nonreemployed. If two (2) or more teachers in a specific position have the same composite scores, then the process of section (D) will be used to determine who is nonreemployed.
- F. Adult Education Teachers. The dismissal and nonreemployment provisions of the Teacher Due Process Act of 1990 do not apply to adult education teachers. Accordingly, adult education teachers are not covered by the protections of this policy and, unless otherwise required by law, are subject to a reduction in force without notice and without compliance with this policy.

II. Procedures

- A. Action by Superintendent. The superintendent, upon receipt of the board's preliminary determination of the necessity for a reduction in force, or upon

the superintendent's own volition, shall submit to the board the superintendent's written recommendations for terminating particular teaching positions. In making recommendations, the superintendent (i) shall not be limited to considering only positions in the areas or programs designated by the board and (ii) shall consult with each principal or other administrator in whose school or unit a position elimination/termination is proposed and (iii) shall take into consideration the criteria set out herein.

- B. Action by Board. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation, the board may initiate action without such recommendation provided that it adheres to the other provisions of this policy.
- C. Notice and Hearing Procedures. Prior to taking any action to nonreemploy a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own volition, the board shall provide notice and an opportunity for hearing to the affected teacher; provided, however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures shall be the same as those provided by Oklahoma law and board policy regarding dismissal and nonreemployment of teachers for cause. Notice of a recommendation of nonreemployment shall be given to the teacher prior to the 1st Monday in June.
- D. Hearing. At the hearing, evidence may be presented by the administration and the teacher, as to (i) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the school district and (ii) whether the recommendation to not renew the specific teacher is being made in good faith and pursuant to the process set out herein.
- E. Effect of Board Decision. The decision of the board based on the evidence presented at the hearing shall be final and unappealable.

III. Reemployment or Other Employment After Reduction in Force

- A. Recall. The recall provisions in this process will only apply and be available to a teacher who had a composite TLE score of at least effective at the time of his/her nonreemployment. For one school year after the effective date of nonreemployment due to a reduction in force, the board of education shall not fill the specific position previously held by a teacher who was nonreemployed due to a reduction in force without first offering such position to the nonreemployed teacher. If more than one nonreemployed teacher is both certified and qualified for a position which the teachers previously held with the school district and which becomes available, the board, after receiving the superintendent's advice, shall select the teacher it believes will best fill the position. Nothing in this policy shall give to any nonreemployed teacher priority rights to fill a vacancy which becomes available and for which they

are certified and qualified unless such position is identical to the position which they previously held with the school district.

- B. Recall Procedures. The offer of reemployment shall be made personally or by certified mail, return receipt requested, and the teacher shall be notified that if he/she wishes to accept, he/she must do so in writing within five (5) calendar days of receipt of notice or within ten (10) calendar days of the postmark on the envelope in which the offer is mailed, whichever is shorter. Failure to receive timely acceptance of the offer of reemployment eliminates all reemployment rights of the teacher.
- C. Status After Recall. A career teacher who has been nonreemployed and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is nonreemployed but is then reemployed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

IV. Interpretation and Application

The interpretation and application of any provision of this policy shall be the exclusive province of the board of education.

RESIGNATION OF CERTIFIED PERSONNEL

Resignations must be dated and submitted in writing to the superintendent stating the effective date of resignation. Equivocal resignations will not be accepted. A resignation to be effective at the conclusion of a school year must be received prior to fifteen days after the first Monday in June. A resignation to be effective at any other time or to be effective at the conclusion of the school year but received after fifteen days after the first Monday in June does not sever the employment relationship for the subsequent school year unless and until approved by the board.

Resignations offered during the course of the school year will not be accepted unless the superintendent determines that arrangements can be made to avoid a detrimental impact on efficient operation of the school and the board of education concurs.

A resignation may not be withdrawn after it has been accepted by the superintendent and will be considered irrevocable from that date.

Upon receipt of a written resignation from a certified employee the superintendent shall:

1. Make a record of the date upon which the written resignation was submitted either by reference to a certified mail receipt or by writing on the face of the resignation the date of receipt and his/her initials.
2. If the written resignation is to be effective at the conclusion of the current school year and it is received prior to fifteen days after the first Monday in June, notify the employee that their resignation is accepted.
3. If the written resignation is to be effective at any time other than the conclusion of the current school year or to be effective at the end of the school year but is not received until after fifteen days after the first Monday in June, notify the employee that his/her resignation will be considered by the board of education.
4. Place upon the agenda of the next board of education meeting an agenda item for consideration and action on the resignation received.

The board of education may accept or decline to accept the resignation of a certified employee. Provided, that the board of education by adoption of this policy authorizes the superintendent to accept the resignation of those employees submitting resignations prior to fifteen days after the first Monday in June to be effective at the conclusion of the then current school year.

Payment of final compensation shall be processed and disbursed at the scheduled times.

STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS

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

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

PRINCIPLE I

Commitment to the Students

Oklahoma Administrative Code (OAC) 210:20-29-3 – Effective June 25, 1993

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

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

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning;
2. Shall not unreasonably deny the student access to varying points of view;
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress;
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety;
5. Shall not intentionally expose the student to embarrassment or disparagement;
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly:
 - A. Exclude any student from participation in any program;
 - B. Deny benefits to any students;
 - C. Grant any advantage to any student.

7. Shall not use professional relationships with students for private advantage; and
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by law or is required by law.

PRINCIPLE II

Commitment to the Profession

Oklahoma Administrative Code (OAC) 210:20-29-4 – Effective June 25, 1993

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

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

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

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

PRINCIPLE III

Oklahoma Administrative Code (OAC) 210:20-29-5 – Effective September 11, 2017

1. Subject to the provisions of the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:
 - A. Willful neglect of duty.
 - B. Repeated negligence in performance of duty.
 - C. Mental or physical abuse to a child.
 - D. Incompetency.
 - E. Instructional ineffectiveness.
 - F. Unsatisfactory teaching performance.
 - G. Any reason involving moral turpitude.
 - H. Abandonment of contract.
2. Subject to the provisions of the Teacher Due Process Act, a probationary teacher may be dismissed or not reemployed for cause.
3. A teacher shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued, if during the term of employment the teacher is convicted in this state, the United States, or another state of:
 - A. Any sex offense subject to the Oklahoma Sex Offenders Registration Act in this state or subject to another state's or the federal sex offender registration provisions; or
 - B. Any felony offense.

4. A teacher may be dismissed, refused employment, or not reemployed after a finding that such person has engaged in acts that could form the basis of criminal charges sufficient to result in denial or revocation of a certificate for a reason set forth in 70 O.S. §3-104 (6)(a)

As used in this section, "abandonment of contract" means the failure of a teacher to report at the beginning of the contract term or otherwise perform the duties of a contract of employment when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the contract of employment.

EVALUATION OF PROFESSIONAL STAFF

Evaluation of professional staff is a continuous process; however, formal evaluation will be administered according to the following schedule:

Teachers

For purposes of this policy, teachers are those certified individuals who are employed in an instructional capacity or as a counselor, librarian, or nurse.

- Teachers who have been rated “superior” or “highly effective” under the district’s TLE system and who have completed a minimum of three (3) consecutive school years with the district may be evaluated every three (3) school years, at the discretion of the building principal and if such practice is permitted by the district’s TLE model. For any school year in which a teacher evaluation will not be conducted, the building principal will notify any affected teacher, in writing, that no annual evaluation will be conducted for the teacher that year. A copy of the notice will be included in the employee’s personnel file.
- Teachers with three (3) or more consecutive complete school years of service in the school district and who have not been rated “superior” or “highly effective” under the district’s TLE system shall be evaluated at least once each school year.
- Teachers with less than three (3) consecutive complete school years of service with the school district will be evaluated at least once per school year and in accordance with the district’s TLE model. At a minimum, these teachers will receive formative feedback at least twice per school year, once during the fall semester and once during the spring semester of each school year.

All teachers, even career teachers who are not evaluated during exemption years, must still participate in any professional development/growth goals required by the Oklahoma State Department of Education.

Any teacher for whom student performance data is available will receive feedback regarding that data as a part of the evaluation process. The evaluator may consider that data when evaluating the teacher’s effectiveness.

Any teacher who is rated as “needs improvement” or “ineffective” under the district’s TLE system will be given a comprehensive remediation plan and instructional coaching. The plan and coaching will be developed and implemented based on sound educational practices in conjunction with the unique circumstances affecting the teacher.

Leaders

The superintendent shall be evaluated by the board of education annually pursuant to the district's policy governing the evaluation of the superintendent. Other certified school leaders (principals, assistant principals, and those who supervise classroom teachers) shall be evaluated annually by properly trained personnel designated by the superintendent. The evaluation will be based on the district's TLE model and a written copy of the evaluation will be provided to the leader.

Noncertified administrators are not covered by this policy. Noncertified administrators will be evaluated in accordance with the district's practices governing the evaluation of support employees.

Other

Nothing in this policy shall prevent a formal written evaluation of any professional employee on occasions more often than set forth herein.

All evaluations shall be in writing and the evaluation documents and responses thereto will be maintained in the employee's personnel file.

This policy and the evaluation form utilized to effectuate this policy shall promptly be made available to all persons subject to this policy. Nothing in this policy shall require as a condition precedent to dismissal of any leader/administrator that a prior written evaluation be made of the employee; provided, however, no action to nonreemploy a certified or non-certified leader/administrator shall occur without a written evaluation of the employee.

Reference: OKLA. STAT. tit. 70 § 6-101.3

DYSLEXIA/DYSGRAPHIA AWARENESS PROGRAM

The district recognizes that many students suffer from dyslexia and dysgraphia, and may require further assistance in the classroom. Accordingly, starting with the 2020-2021 school year, the district will offer an annual dyslexia awareness program to provide teachers with training and resources on dyslexia and to foster a better learning environment for affected students. Starting with the 2023-2024 school year, the annual program shall include information and training regarding dysgraphia

Beginning with the 2020-2021 school year, the annual dyslexia awareness program will, at a minimum, include:

1. Training in awareness of dyslexia characteristics in students;
2. Training in effective classroom instruction to meet the needs of students with dyslexia; and
3. Available dyslexia resources for teachers, students and parents.

Beginning with the 2023-2024 school year, the annual dyslexia and dysgraphia awareness program will, at a minimum, include:

1. Training in awareness of dyslexia and dysgraphia characteristics in students;
2. Training in effective classroom instruction to meet the needs of students with dyslexia and dysgraphia; and
3. Available dyslexia and dysgraphia resources for teachers, students and parents.

Reference: OKLA. STAT. tit. 70, § 6-194(F)