

# Colcord Public Schools

## Teacher Policy Manual



2017-2018

# Colcord School District

433 S Larmon Street, Colcord OK 74338  
Phone 918-326-4116 Fax 918-326-0035

Mr. Bud Simmons-Superintendent  
Transportation Director

Mrs. Suzy Harrington

Treasurer  
Human Resource  
Payroll

Mrs. Crystal Shelley

Encumbrance Clerk

Mr. Jeremy Shelley

Technology Director

Mrs. Sharron Simmons

Activity Fund Clerk  
Lunch Fund Secretary

Mr. Terrill Denny

Athletic Director

Mrs. Becky Farris

Special Education Director

Mr. Robert Hampton

21<sup>st</sup> Century Director

**Colcord Lower Elementary (Pre-K -6)**

400 S Spencer Street, Colcord OK 74338  
Phone 918-326-4117  
Fax 918-326-4511

Ms. Misty Winfield- Principal  
Mrs. Becky Farris – Dean of Students  
Mrs. Phyllis Earp-Secretary

**Colcord Upper Elementary (7-8)**

257 S Colcord Ave, Colcord OK 74338  
Phone 918-326-4852  
Fax 918-326-4468

Mr. Terrill Denny-Dean of Students  
Mrs. Jordan Crites - Secretary

**Colcord High School (9-12)**

163 S Colcord Ave, Colcord OK 74338  
Phone 918-326-4107  
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Mrs. Sandi Shackelford-Principal  
Ms. Deena Blossom-Guidance Counselor  
Mrs. Phillis Smith-Secretary, Registrar

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## NONDISCRIMINATION

The Colcord Board of Education is committed to a policy of nondiscrimination in relation to race, color, religion, sex, age, national origin, alienage, handicap, or veteran status. This policy will prevail in all matters concerning staff, events, students, the public, employment, admissions, financial aid, educational programs and services, facilities access, and individuals, companies, and firms with whom the board does business. Racial discrimination shall include racial slurs or other demeaning remarks concerning another person's race, ancestry, or country of origin and directed toward an employee, a student or a visitor. \*The board directs the superintendent of schools to prepare necessary rules, regulations, and procedures to insure that all local, state, and federal laws, regulations, and guidelines are followed.

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

*"The Colcord Board of Education does not discriminate on the basis of race, color, religion, national origin, sex, age, qualified handicap, or veteran status."*

Inquiries concerning application of this policy may be referred to the superintendent's office, who is the Title IX/504/ADA Coordinator. Colcord Public Schools 433 S. Larmon Colcord, OK 74338 (918) 326-4114

**REFERENCE: Oklahoma Constitution, Article 1, Section 6**

**Title 6, Title 7, Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972  
Executive Order 11246, as amended by Executive Order 11375**

**Equal Pay Act, as amended by the Education Amendments of 1972; Rehabilitation Act of 1973, §504  
Education for All Handicapped Children Act of 1975; Immigration Reform and Control Act of 1986  
Americans With Disabilities Act of 1990, 42 U.S.C. §12101;**

**Individuals With Disabilities Education Act, 20 USC §1400, et seq.**

**CROSS-REFERENCE: Policy DC, Employment Practices; Policy EHBA, Equal Education Opportunities**

## RECORDS INVESTIGATION

The Colcord 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 may be conducted of a prospective employee at the superintendent's discretion. 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 may be initiated by the school district's written request, through the superintendent, to the State Department of Education.

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 superintendent will determine whether to request a felony records check of the prospective employee. If the superintendent determines to conduct the felony records check, the superintendent may decide to check the employee'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 employee will be required to furnish a fingerprint card to the agency conducting the search and must pay the cost of the records search fee.

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 up to sixty (60) days pending receipt of the felony records search results. If the applicant is offered permanent employment following the review of the records search, the search fee will/will not be reimbursed in full.

**REFERENCE: 70 O.S. §5-142**

**NOTE: THIS POLICY IS OPTIONAL UNLESS THE BOARD DIRECTS SEARCHES TO BE CONDUCTED.**

**NOTE: A criminal record check of prospective teachers must be requested by the superintendent using a form supplied by the State Department of Education. It is suggested that the form be obtained and used in accordance with this policy.**

## **CRIMINAL RECORDS SEARCH POLICY**

It shall be the policy of the district that it will obtain the results of a national criminal history record check (“record check”), as defined by OKLA. STAT. tit. 74, §150.9, of every prospective school district employee and conduct an annual search of the Oklahoma Sex Offender and Mary Rippy Violent Crime Offender Registries with respect to all employees who offer or provide services to children, including but not limited to secondary students.

The provisions of this policy shall not apply to school district employees hired on a part-time or temporary basis for the instruction of adult students only.

### Felony Record Search of Prospective Employees

During the first interview with each employment applicant, school district will advise the applicant that:

- 1) School district requires a record check of every prospective employee as a condition of employment;
- 2) To enable school district to request the search and obtain the results, the applicant must complete and sign an authorization and release form provided by school district;
- 3) School district will only request a felony record search if the superintendent recommends employment of the applicant;
- 4) If the superintendent recommends employment of the applicant, the applicant must pay the search fee, which will not exceed \$50;
- 5) School district will reimburse the applicant for the search fee unless the search discloses a prior felony offense conviction;
- 6) If the superintendent recommends employment of the applicant, the applicant must permit himself/herself to be fingerprinted, if applicable, provide a social security number and provide any other information necessary to facilitate the felony record search; and
- 7) The applicant, if placed on duty prior to receipt of the felony search results, will be classified as a temporary employee until school district is notified that the search is clear of any felony conviction(s) within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant. All felony record searches will be made in compliance with the Federal Fair Credit Reporting Act.

If the results of the record check are not received by school district within sixty (60) days, if the record check reveals a prior felony offense conviction(s) within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant, or if the record check reveals a false response to one or more of the questions on the authorization and release, the applicant shall be deemed to have resigned his or her employment. Such resignation may be accepted by the board of education at any time. Under these circumstances, the applicant waives any due process procedures which might be available under federal and state law and school district policies and procedures. The sixty (60) day temporary employment period shall begin on the first day the prospective employee reports for duty at school district.

### Felony Record Searches of Employees

School district will also request a record check of the name, fingerprints, social security number or other relevant information of any current school district employee if the board of education or superintendent requests a search of that employee's felony record.

### Annual Search of Sex Offender and Violent Crime Offender Registries

Pursuant to OKLA. STAT. tit. 57, § 589, the district shall conduct an annual name search against the Oklahoma Sex Offenders Registry and the Mary Rippy Violent Crime Offenders Registry of all district employees who provide or offer services to secondary students and children.

## GOOD ATTENDANCE AWARD FOR TEACHERS

Each teacher shall receive \$200 attendance stipend at the end of each school year, providing the teacher has not used more than two (2) days of the ten (10) newly accumulated sick leave days. The teacher may be allowed at the end of the year to exchange two (2) school paid unused personal days for two (2) used sick leave days.

## TEACHERS DUTIES AND RESPONSIBILITIES (REGULATION)

Instruction is the heart of all school operations. Administration, business management, building maintenance, coordinative service and all other services are appraised in terms of their contribution to instruction. Administration seeks to establish an educational environment that will stimulate persons to pioneer in new ways to satisfy the educational needs of students and society.

1. **Teaching Staff defined:** The teaching staff shall consist of teachers, substitute teachers, temporary teachers, part-time teachers and homebound teachers.
  - A. A regular teacher is one who teaches a subject, group of subjects, grade or grades.
  - B. A substitute teacher is one who is called upon to fill temporary vacancies in teaching position, usually due to illness of the regular teacher.
  - C. A temporary teacher is one who is temporarily filling the position of a regular teacher on leave of absence.
  - D. A part-time teacher is one who is teaching a portion of a school day.
  - E. A teacher of homebound is one who teaches an incapacitated child at his home.
2. **The Work Day:** The school day for faculty is from 8:00 a.m. until work is completed, as defined by the building principal. Teachers on morning duty will report at 7:45 a.m.
3. **Attendance at Meetings:** Teachers will attend all professional meetings authorized by the Superintendent or School Principals unless properly excused.
4. **Recording and Reporting Pupil Progress:** Teachers will administer the marking system or other means of evaluating pupil progress prescribed for the schools and report to parents the progress of their children.
5. **Other General Duties:** Teachers will be responsible for the care, discipline and instruction of their pupils during the prescribed school day or any additional time they are placed in a position of responsibility. They will enforce all rules governing the conduct of pupils as prescribed by the Principal or Superintendent. They will endeavor to maintain hygienic conditions and practices in their classroom and shall report to the Principal any serious accident or illness affecting pupils in their charge. They will exercise such control over children as would be exercised by a kind, firm but judicious parent. They will employ the greatest care in granting permission for children to leave school at the request of or in the company of any person not a school officer and then only with the approval of the principal. They will maintain an environment in their classroom conducive to a positive learning atmosphere. They will be reasonably responsible for the furnishings and equipment placed in their care.

## DRUG-FREE WORKPLACE

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

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

*THIS POLICY REQUIRED BY LAW.*

## EMPLOYMENT PRACTICES

### Dates of Election of School Personnel

The Board of Education shall elect the Superintendent of Schools at the regular meeting in January. The Superintendent of Schools shall recommend the Principals in February, and the Principals recommend the teachers to be rehired thru the Superintendent at the regular meeting in March. Other personnel shall be recommended for rehire on, or before June 10, or within ten working days after official adoption of the next school year's budget, whichever is earlier. Said recommendation to be made by the Superintendent.

### Procedure for Re-Employment of Teachers

The principal is charged with the responsibility for the organization and operation of his building and his authority there is supreme. No teacher now employed will be recommended for re-employment by the Superintendent to the Board of Education without the recommendation of the Principal. No teacher should handle any item of school business in any way other than through the building principal. The practice of individual teachers going directly to Board Members to present school problems without first consulting with the Principal and Superintendent is a violation of professional courtesy and the school's chain-of-command. Such action will subject a teacher doing this to possible official reprimand.

### **CROSS-REFERENCE: Policy BJB, Separation/Recruitment of Superintendent**

**Policy DAA, Nondiscrimination**

**Policy DOAC, Suspension, Demotion, or Termination of Support Personnel**

**Policy DOCA, Reduction-In-Force, Certified Personnel**

**Policy DOCB, Reduction-In-Force, Support Personnel**

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

Vacancies that occur in certified or non-certified positions will be made public according to state law. Such notice will clearly set forth the requirements, any special qualifications, and compensation of the vacant position.

Any person who desires to fill such a vacancy shall file his/her written application with the Superintendent.

## WORKPLACE DRUG AND ALCOHOL TESTING (REGULATIONS)

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

The school district may request or require an employee to undergo drug and/or alcohol testing as set forth below and when the superintendent is satisfied that there exists a reasonable suspicion that the employee has violated these regulations or any other school policy concerning the use of drugs and/or alcohol.

This school district may request or require a school district employee to undergo drug and/or alcohol testing as set forth below and when the superintendent is satisfied that there exists a reasonable suspicion that the employee or some other person has sustained a work-related injury or the school district's property has been damaged as a direct result of the employee's use of drugs or alcohol.

This school district will require school bus drivers, mechanics, maintenance employees, and any employee who is required to obtain a commercial driver's license (CDL) to undergo drug or alcohol testing prior to employment and on a random selection basis. The superintendent shall ensure that employees who are selected for random testing are selected on a basis that is

entirely random and on a basis which results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and does not give the district discretion to waive the selection of any employee selected. (See also policy DCCB and DCCB-R.)

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

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

All employees subject to this drug and alcohol testing policy will be tested for alcohol, marijuana, cocaine, opiates, amphetamines, phencyclidine and their metabolites and any other drug or combination of drugs currently included in the provisions promulgated by the Oklahoma State Board of Health or as required by federal law.

**Drug Testing Procedures** Drug and alcohol testing standards and procedures of this school district shall conform fully to the provisions of the State Board of Health. Testing facilities used by this district shall provide evidence of having met all licensing and/or certification requirements of the State Board of Health including the following:

1. Samples shall be collected and tested only by individuals deemed qualified by the State Board of Health. Such samples may be collected on the premises of the school district or at a testing facility.
2. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected.
3. The collection of samples shall be performed under reasonable and sanitary conditions.
4. Samples shall be collected in sufficient quantity for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results of the main specimen.
5. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of urinalysis, no representative, agent, or designee of the school district shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.
6. Sample collection shall be documented, and the documentation procedures shall include:
  - A. Labeling of samples so as reasonably to preclude the probability of erroneous identification of test results, and
  - B. An opportunity for the applicant or employee to provide notification of any information which the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information.
7. Sample collection, storage, and transportation to the testing facility shall be performed so as reasonably to preclude the probability of sample contamination or adulteration.
8. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by State Board of Health rule, at the cutoff levels as determined by State Board of Health rule, before the result of any test may be used as a basis for refusal to hire a job applicant or any action by an employer pursuant to Section 12 of 40 O.S. 551, et seq.
9. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

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

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

evaluation and referral services for substance abuse counseling, treatment, or rehabilitation shall be provided to the employee.

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

**Reasonable Suspicion** To ensure that reasonable suspicion does exist that an employee is under the influence of an illegal chemical substance, or any chemical substance (including alcohol), which impacts the ability of the employee to safely perform the required functions of the position, the following inquiry procedures will be followed:

1. The supervisor will investigate and compile the facts. If the supervisor is not a director, the supervisor will verbally report the facts to the director.
2. The director will determine whether or not the facts warrant continued investigation. If it is believed that reasonable suspicion does exist, the director will verbally present the facts to the superintendent or medical review officer.
3. The superintendent or medical review officer will review the facts. If the superintendent or medical review officer believes that reasonable suspicion does exist, the superintendent will notify the employee in writing of the allegations of reasonable suspicion and issue the directive to require the employee to take the drug screening, if appropriate.

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

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

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

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

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

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

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

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

## **CONTRACTS**

Employment of teachers in Oklahoma is on a continuing contract basis. A Board of Education shall have authority to enter into written contracts with teachers for the ensuing fiscal year prior to the beginning of such year. If, prior to April 10, a Board of Education has not entered into a written contract with a regularly employed teacher or notified him/her in writing by registered mail that he will not be employed for the ensuing year, and if, by April 25, such teacher has not notified the Board of Education in writing by registered mail that he does not desire to be re-employed by the school district for the ensuing year, such teacher shall be considered employed on a continuing contract basis and on the same salary schedule used for other teachers in the school district for the ensuing fiscal year, and such employment and continuing contract shall be binding on the teacher and on the school district.

Whenever any person shall enter into a contract with any school district in Oklahoma to teach in such school district the contract shall be binding on the teacher and on the Board of Education until the teacher has legally been discharged from his teaching position or released by the Board of Education from his contract

Any teacher or principal who, unless released by the Board of Education, refuses or neglects to teach through the term for which he has been engaged except when prevented by personal illness, shall be disqualified from teaching in any public school in the State of Oklahoma during the term of said contract. \* Any teacher's contract may be nonrenewed in accordance with all applicable state and federal laws.

**REFERENCE: 70 O.S. §6-101**

## **EMPLOYEE RESIGNATIONS**

When a teacher wishes to resign he/she should submit a written resignation by registered letter to the Superintendent giving as much advance notice as possible, and indicating the date he/she desire to terminate his/her employment and his/her reason for resigning. It shall be the policy of the Board of Education to accept resignations only upon the recommendations of the Superintendent of Schools. The Superintendent shall exercise his best judgment after April 25 as to whether a suitable replacement can be found for said teacher and make his/her recommendation on that basis.

**REFERENCE: 70 O.S. §6-101**

**CROSS-REFERENCE: Policy DDB, Release From Contract**

## **NEGOTIATIONS**

All negotiations for agreement on salaries and other conditions of employment between the Colcord Board of Education and recognized employee groups will be conducted under the pertinent provisions of Oklahoma law.

**REFERENCE: 70 O.S. §509.1, et seq.**

## SALARY SCHEDULES

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

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

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

## CAFETERIA PLAN

It is the policy of the Colcord Board of Education to provide a fringe benefit schedule which reflects adequate compensation for professional training and experience and will participate in a Section 125 "Cafeteria" plan. The following limitations are placed upon the plan:

1. All employees are eligible to participate at the time they are employed.
2. An eligible dollar amount of benefits shall be established by the board to assure that all employees may benefit to the maximum of their eligibility.
3. Employees may elect benefits or cash to a maximum amount to be established annually.
4. Teacher Retirement shall be paid on the salary and fringe benefits claimed under the plan.
5. Social Security shall be paid on the salary and fringe benefits claimed under the plan.
6. The board will allow only those items it believes eligible to be covered in the plan for fringe benefits.
7. The decision of the board concerning eligible items to be covered in the plan will be final.
8. After an employee executes a contract at the first of the school year, no changes may be made in the fringe benefits plan until the next school year. Exceptions may be granted for circumstances arising beyond the control of the employee and only upon written board approval of contract modification.

**REFERENCE: 70 O.S. §5-140; 70 O.S. §17-101 through §17-116.2**

**CROSS-REFERENCE: Policy CFEA, Salary Deductions; Policy CR, Insurance Management  
Policy DF, Retirement Program**

## PERSONNEL LEAVE PROGRAM

The Colcord Board of Education recognizes that district employees must occasionally be absent from work. Therefore, leave time in different categories as required by law will be provided for employees to be absent when necessary. Leave categories will include sick leave, personal business leave, emergency leave, jury duty leave, and military leave. It is also important for district employees to understand that the continuity of education services is best served when the regularly assigned employee is at work. Therefore, employees should use the leaves provided in a prudent and judicious manner. The abuse of leave by employees will not be tolerated and any employee abusing leave policies will be subject to disciplinary action up to and including termination of employment.

**Deductions for Unpaid Authorized Absences** If a district employee believes there is a need to be absent from work for any reason not covered in the approved leave policies, the employee may request, in writing, unpaid leave for that purpose from the immediate supervisor. If unpaid leave is granted by the immediate supervisor, an amount equal to one day's pay will be deducted from the employee's salary for each day of such approved absence. If an employee is absent without securing approval for an unpaid absence, the employee shall be denied the salary for such absence and will be considered to be engaging in willful neglect of duty and, therefore, subject to disciplinary action up to and including termination of employment.

**Notification of Leave Accumulation** During the first two weeks of the school year, the board will advise each employee, in writing, as to the number of leave days accumulated as of July 1 of that year. After July 1, an employee may get updated

information on leave accumulation from the superintendent's office at a time mutually agreed upon by the employee and the superintendent or the superintendent's designee.

**Teacher Absences and Substitutes** Any teacher absences from school during school hours must be pre-approved by the teachers's principal. Teachers must contact their respective principal when they need a substitute. Principals will take full responsibility to arrange for substitutes. The Colcord Board of Education will hire substitute teachers in the absence of teachers one day or longer. Where possible, the principal will fill such substitutions with aides. When an aide is not available, the teacher may choose preferences from a list to be provided by the administration. Teachers may not be used as substitutes during planning periods, except in Emergency Situations. An Emergency Situation will be determined by the building principal. The Colcord Board of Education will hire substitute teachers in the absence of the teacher one day or longer. The teacher can choose the top three (3) preferences. The administration must provide a list of substitutes. Administration may use teachers during their planning periods as substitute teachers only in emergency situations. An emergency will be determined by the building principal.

**CROSS-REFERENCE: Policy DED, Alternate Leave Program**

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

1. A teacher will receive one (1) day of sick leave per month. A teacher may accumulate up to sixty (60) days of sick leave.
  - A. A teacher may use sick leave for personal accidental injury, illness or pregnancy, or accident injury, illness, in the immediate family. Immediate family includes spouse, children, parents, and grandparents.
  - B. All nine month employees shall receive ten days of sick leave.
2. It is not required that a teacher obtain prior approval to use sick leave, however, the teacher may be required to provide certification of illness by a medical doctor.
3. A teacher may transfer up to a maximum of sixty (60) days sick leave earned in another Oklahoma public school district provided the teacher was employed by an Oklahoma public school district the preceding school year.
4. In case the teacher does not have sufficient accrued sick leave or accrued employment time to qualify for full sick leave under school policy, the teacher will pay only the cost of a certified substitute, not to exceed twenty (20) days.
5. Each teacher shall receive \$200 bonus at the end of each school year, providing the teacher has not used more than two (2) days of the ten (10) newly accumulated sick leave days. The teacher may be allowed at the end of the year to exchange two (2) school paid unused personal days for two (2) used sick leave days.
6. Maternity leave will be treated the same as sick leave. The teacher may teach up to the time determined by her and her doctor before the delivery date. However, the teacher must keep her student's welfare in mind, and if her condition is adversely affecting the student's education, she should start her maternity leave immediately.

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

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

**CROSS-REFERENCE: Policy DED, Alternate Leave Program**

### **OSSBA POLICY SERVICES LEGAL NOTES:**

**The first enumerated paragraph is not in compliance with Oklahoma law. Teachers are entitled to one day of sick leave per month of employment as per 70 OS Section 6-104. If you have eleven or twelve month teachers they are entitled to 11 or 12 days of sick leave as per state law. Enumerated paragraph 3 exceeds the amount of cumulative leave allowed by Oklahoma law. Oklahoma law allows up to 60 days of cumulative leave to be transferred as per above reference statute.**

## FAMILY MEDICAL LEAVE

If the district employs 50 individuals, the district is required to provide eligible employees with leave under the auspices of the Family Medical Leave Act (FMLA).

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

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

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

1. Birth, adoption, or foster placement of a child by an employee;
2. To care for a spouse, son, daughter, or parent who suffers from a severe health condition; or
3. For a serious health condition the employee is experiencing.

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

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. The employee will be deemed to be at work for the purposes of tenure accrual and retirement vesting and participation. The district will maintain the employee's medical insurance coverage. If the employee contributes toward the premiums, the employee will continue to pay the same rate while on leave.

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

**FMLA will run concurrently.**

**REFERENCE: 29 CFR pt. 825**

**PL 103-3**

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

## **EMERGENCY LEAVE (REGULATIONS)**

The certified staff shall be provided five (5) days of emergency leave. A teacher who will be absent for reasons of emergency leave, must provide as much prior notice as possible to the administration.

A teacher may use emergency leave for self, spouse, child, a child residing with you that is dependent upon you for support and care (foster children, stepchildren and etc.), brothers, sisters, brothers-in-law, sisters-in-law, mother, father, mothers-in-law, fathers-in-law, grandparents, spouse's grandparents, and any other family member with whom the teacher has a long standing and affectionate relationship.

The board will pay a substitute for the first two (2) days of emergency leave while the teacher pays for the remaining three (3) days.

In case of a death within the immediate family, the board will pay a substitute for the first two (2) days of emergency leave. After the first two (2) days, teachers may charge a reasonable amount of time to sick leave.

An emergency situation will be determined by the building principal.

**REFERENCE: 70 O.S. §6-104**

**70 O.S. §6-104.7**

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

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

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

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

**REFERENCE: 70 O.S. §6-104**

## **PERSONAL LEAVE**

Teachers shall be provided three (3) days of personal leave. The Board will pay a substitute for the first two (2) days and the teacher will pay a substitute for the next day. A teacher, who will be absent for reasons of personal business, must provide notice, without explanation, to the administration as early as possible so that a substitute teacher can be called.

## **WORKDAY LEAVE: CERTIFIED PERSONNEL (REGULATIONS)**

Any teacher absences from school during school hours must be approved in advance by the teacher's principal. Teachers must contact their respective principal when they need a substitute. Principals will take full responsibility to arrange for substitutes. Teachers desiring to be excused from regular classroom work must contact and secure the approval of their principal, who will notify the Superintendent. Teachers should keep records and lesson plans at all times so that in case of an emergency a substitute teacher can carry on the education of students with a minimum loss of efficiency.

## **EXPENSE REIMBURSEMENT**

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

**REFERENCE: 70 O.S. §5-117**

**CROSS-REFERENCE: Policy DEEC, Student Activities, Expense Reimbursement**

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

## **STUDENT ACTIVITIES EXPENSE REIMBURSEMENT**

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

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

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

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

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

**REFERENCE: 70 O.S. §5117**

**CROSS-REFERENCE: Policy CNA, School Bus: Extracurricular Use of**

**Policy CNAB, Transportation Management**

**Policy CNC, Transportation to School-sponsored Activities**

**Policy DEE, Expense Reimbursement**

**Policy FM, Student Activities, Scholastic Eligibility**

**Policy FMA-R1, Extracurricular Activities, Regulation**

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

## **TRAVEL AND EXPENSES**

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

The school will reimburse reasonable costs, subject to the availability of funds, for approved and documented travel. Lodging expenses will be reimbursed at actual cost for a single occupancy room not to exceed \$150 per night/per person.

Documented meal costs will be reimbursed in an amount not to exceed \$20 per meal or \$38 per day when appropriate receipts are provided. (*The district will pay up to 10% of the cost of meals for a meal gratuity.*) The costs of meals and incidental expenses for group meetings conducted for the general improvement of the school system may be approved as a separate item by the board. The board may approve payment of meal expenses on a per diem basis rather than requiring meal

expenses to be itemized and documented. If overnight travel is not involved and/or a meal is not provided as part of a workshop or part of a legitimate business meeting relating to school business, reimbursement for meals will be reported as taxable compensation and run through payroll. \*Expenses for registration, parking, toll charges, and similar expenses will be reimbursed when documented by receipts or notarized affidavits.

School vehicles, when available, may be used for official business only. Private vehicles may be used when school vehicles are not available. If a school gasoline credit card is used, mileage will not be reimbursed. Mileage expense will be reimbursed at .40 cents per mile when a school gasoline credit card is not used.

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

**REFERENCE: 70 O.S. §5-117**

**CROSS-REFERENCE: Policy CFB, Activity Funds**

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

## **UNUSED SICK LEAVE RETIREMENT PROGRAM**

Upon retirement, a member of the Sick Leave Bank needing additional sick days to total one hundred twenty (120) days to count as an additional year of creditable service toward retirement by the Teachers Retirement System of Oklahoma may withdraw the days he/she has contributed and not used provided that the total number of sick leave days are acceptable to the Teachers Retirement System. \* Unused sick leave days may be used only to extend creditable service at retirement and for no other purpose.

The Board of Education will maintain records for the purpose of assisting each employee to account for unused sick leave days for retirement purposes. The Board of Education will account for and certify unused sick leave days for each year for which an employee has exceeded one hundred twenty (120) days of accumulated sick leave.

## **LEAVE SHARING BANK (REGULATION)**

All certified staff members shall be eligible to become a member of the Sick Leave Bank. To be eligible to apply for days from the Bank, a teacher must have exhausted all accumulated sick leave days. A teacher will be allowed three (3) years from the date of employment to join the Bank, after that enrollment will be denied.

The teacher may apply for days from the Bank for prolonged (extended) illness or prolonged (extended) illness of the following family members spouse and children; parents, siblings, mother-in-law, or father-in-law. A prolonged illness is defined as a doctor-certified illness of member or member's family which exceeds three consecutive working days. On the fourth consecutive day of illness, the member will be eligible to withdraw days from the bank, providing the application for Sick Leave Bank Days is completed. Upon approval of the application, days may be withdrawn from the bank beginning with the first day of the consecutive illness.

The Bank shall be established at the beginning of the 1994-1995 school year with ten (10) days provided by the Board. Thursdays will be borrowed from future sick leave days and paid back at a rate of five (5) days per year at the beginning of the ensuing year until totally repaid. In case of an emergency, a teacher may donate an additional day per year.

The Bank shall be supported by the voluntary participation and voluntary donations of one (1) sick day per year by certified staff members who then become members of the Bank. Assessment of one day per year of member's sick leave will be continued until the Bank is built up to a minimum of one hundred (100) days. At this time, no additional days will be added. If the Bank is depleted to below seventy-five (75) days, each participating member will be assessed one additional day at the beginning of the next school year. All donated days lose their identity and become the property of the Sick Leave Bank.

The initial membership period for donations to the Bank shall be from August 15 through October 1. new certified staff personnel may become members within thirty (30) contract days following the date of employment. One day shall be added by the above members at the beginning of the next school year for continual membership.

The sick Leave Bank shall be administered by a committee composed of three (3) members selected by the Classroom Teachers Association. The committee will grant or deny leave from the Bank. A member elected by the committee will be chairperson. The decisions of the committee will be final. A maximum of twenty days will be allowed for a teacher during the contract year. A member suffering from a catastrophic illness may be allowed to withdraw additional days from the bank, upon written request by the member accompanied by a doctor's statement.

A member may withdraw membership from the Bank at any time but may not withdraw donated days. Participation in the Sick Leave Bank will not affect the Good Attendance Award. Leave Sharing Forms are available at the superintendent's office. The superintendent is directed to establish procedures to implement and support this policy.

**REFERENCE: 70 O.S. §6-104.6**

**NOTE: This policy is recommended only for school districts that have entered into negotiated agreements with their employees and have established a leave sharing bank as part of the negotiated contract. Any bank created in absence of a negotiated agreement shall be in accordance with 70 O.S. §6-104.6. School districts adopting this policy should review negotiated language to ensure all statutory requirements are complied with.**

## **RETIREMENT PROGRAM**

It shall be the policy of the Colcord Board of Education to adhere to the Oklahoma Statutes concerning the Teachers' Retirement System. Therefore, all teachers shall become members of the retirement system as a condition of their employment.

Contributions to the Teachers' Retirement System shall be deducted from the teacher's salary at the currently established rate, less any amount contributed by the school district.

**REFERENCE: 70 O.S. §17-108(13)(a); §17-116.2(B)**

## **RETIREMENT**

All annual employees both certified and non-certified of School District I-4 may retire at age sixty-five, if such age occurs during the school year or before the onset of a new school year, reemployment from that time on may be made on a year to year basis by written invitation of the school board, and not by application.

Definition of terms: The policy statement "during the school year or before the onset of the next school year" shall be interpreted to mean on or before the first Monday in August before school opens each school year.

### Reemployment of Personnel Over 64

If before the last day of the school year the principal, supervisory staff, and Superintendent of Schools have determined that there are no qualified applicants available for the position of one reaching retirement during the current year, the Board may issue an invitation to the retiree for continued employment during the next ensuing school year.

## **EMPLOYEE GRIEVANCES**

The Colcord Board of Education believes that good communication between district employees, the administrative staff, and the board is essential for the effective operation of the schools. The superintendent is directed to prepare, subject to board approval, a grievance procedure for employees as the prescribed means of resolving issues that may arise with respect to terms and conditions of employment.

**NOTE: This grievance policy is for those employees not covered by the district's negotiated agreement, if one exists.**  
**Purpose:** The purpose of this procedure is to secure at the lowest possible level equitable solutions to problems.

**Definitions:** A “grievance” shall mean a dispute or disagreement of any kind involving interpretation or application of the terms of this agreement.

The Association – Colcord Association of Classroom Teachers.

The “grievant” is the teacher or teachers asserting a grievance.

The “party in interest” is the grievant or any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

Time lines – time line violations of the supervisor shall result in the grievance automatically going to the next level of the procedure. Time line violations of the grievant shall result in the grievance being denied.

“Days” except when otherwise indicated shall mean working days. Example: Grievance files 10:00 am Friday will end in day one at 10:00 am Monday, day two 10:00 am Tuesday, day three 10:00 am Wednesday, etc.

Representative – any person selected by the grievant to witness or represent his/her interest in the grievance process.

**Procedure:**

Level I - A grievant shall first discuss the grievance individually with his/her immediate supervisor within ten days of the alleged incident or violation with the objective of resolving the grievance informally.

Level II - If the grievant is not satisfied with the disposition of his/her grievance at Level I, he/she may file the grievance in writing within five days of the level I response with his/her immediate supervisor citing the incident or violation alleged to have happened and the remedy sought. The supervisor shall schedule and hold a formal meeting with the grievant within five days after receipt of the written grievance and shall transmit a written decision to the grievant within five days of the meeting.

Level III - If the grievant is not satisfied with the disposition of his/her grievance at Level II and desires to proceed to Level III he/she may file the grievance within five days of the Level II response with the superintendent. The Superintendent shall schedule and hold a meeting with the grievant within five days after receipt of the written appeal and shall transmit a written decision to the grievant within five days of the meeting.

Level IV - If the grievant is not satisfied with the disposition of his/her grievance in Level III, he/she may file the grievance with five days of the Level III response for transmittal to the Board of Education.

The Board shall hear the grievance at its next regularly scheduled meeting, or special meetings which has been called for that purpose, or within two weeks of receiving the grievance, whichever comes first. The Board shall transmit its written decision to the grievant with five days of the meeting. The grievance shall be heard in the open meeting and written minutes shall be prepared by the Minutes Clerk of the board and by the Association.

**Right to Representation:** The grievant and the administration may each be represented by a person of his/her choosing at Levels II, III, and IV.

**General Provisions:**

1. The Association may file a grievance as the “grievant” when two or more members have the same grievance.
2. Decisions rendered at Levels II, III, IV of the grievance procedure will be in writing, setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association.
3. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.
4. Necessary forms for the filing of grievances shall be mutually agreed upon by the Association and the Board and be made a part of this agreement.
5. Copies of official grievances, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file, not the personnel files of any of the participants.
6. No reprisals shall be taken against the grievant, any witness, or other participant in the grievance procedures by reason of such participation.
7. Failure in any step of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level.
8. All meetings and hearings, with the exception of those at Level IV, under this procedure, shall not be conducted in public and shall include only parties in interest and their selected representatives.
9. Time limits at any level may be extended by mutual agreement, and such agreement shall be reduced to writing and placed in the record for that procedure.
10. Grievances shall not be made a part of the permanent personnel files. By mutual agreement, grievance documents will be removed from an individual’s personal files.

## **ASSIGNMENT OF TEACHERS**

As a rule, the assignment of a teacher as to position is made by the Superintendent. In general, after an employee's assignment to a school, the principal makes definite classroom and other specific assignments. Reassignment of any employee may be made when in the judgment of the Superintendent such reassignment is for the good of the school.

Such reassignment will be made only after conferences with the teachers involved and in so far as practical, they will be made before the end of the current school year. \* This does not apply in emergency situations, or where there is a change in teacher personnel during the current school term.

### **WORK DAY: CERTIFIED PERSONNEL**

In accordance with the policy of the board of education the following regulation shall govern the normal working day for teachers.

The school day for teachers shall begin at 8:00 A.M. and ends when work is completed as defined by the building principal. Teachers on morning duty will report at 7:45 A.M.

Teachers shall be present in their classrooms when students are there. Teachers scheduled for playground duty must be prompt in assuming that responsibility. While students are in the hallways, teachers shall assist with traffic. School bus monitoring and event monitoring (ticket taking, etc.) shall be on a voluntary basis if possible. If sufficient volunteers are not available, teachers shall be assigned to these duties.

### **OUT-OF-THE-CLASSROOM: CERTIFIED PERSONNEL**

All teachers in the Colcord Public Schools are expected to perform certain out-of-the-classroom activities. Out-of-the-classroom responsibilities are not extra duties. Out-of-the-classroom responsibilities refer to supervision of halls between classes, at noon, and before and after school and the supervision of students in meetings, rehearsals, assemblies, in the lunchroom, and on the playground. It also includes any other supervisory responsibility necessary to the safety, health, and well being of students during the regular school day.

Extra duty refers to those responsibilities required by the school and performed either before or after the regular school day. These include such things as sponsoring organizations that must meet or practice after school hours, working at athletic events, etc. Teachers will be paid extra and above their base salary for the performance of extra duty in accordance with the extra time and responsibility the assignment requires.

Volunteers will be requested for ballgame duty. If volunteers cannot be found, the Athletic Director shall prepare a ball game duty schedule.

### **MORNING/LUNCH DUTY**

Teachers shall work together to alternate morning/lunch and playground duty to provide as much duty-free time as possible. All duties are to be assigned by the building principal.

### **FACULTY MEETINGS**

It is agreed by administration that when a local faculty meeting is called there will be twenty-four hours notice except in emergency situations. The said meetings will not exceed thirty minutes if possible.

### **PLANNING PERIODS**

It is agreed to by administration that every effort will be made to grant one full class period for each teacher (except librarian and non teaching coaches) for preparation period each school day.

## **OVERTIME AND COMPENSATION TIME**

It is the policy of the Colcord Board of Education that no employee shall work overtime without the prior approval of the appropriate supervisor or the superintendent. Employees may elect by written agreement to take compensation time off instead of overtime pay. All compensation time must be used within the fiscal year in which it was earned. Specific days off must be approved in advance by the appropriate supervisor or the superintendent.

**CROSS-REFERENCE: Policy CVFA, Fair Labor Standards Act  
Policy DBDA, Restrictions on Dual 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 with three (3) or more consecutive complete school years of service in the School District 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 twice per school year, once prior to the end of the fall semester and once prior to the end of each school year. The evaluation will be based on the district's TLE and conducted by the building principal who will receive training required by the OSDE.

The superintendent shall be evaluated by the board of education annually pursuant to the district's policy governing the evaluation of the superintendent. All other administrators 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 administrator. The completed evaluation instrument and any timely administrator response shall be included in the administrator's personnel file.

Any principal or teacher who has received a rating of "ineffective" as measured pursuant to the district's Oklahoma Teacher and Leader Effectiveness Evaluation System for two (2) consecutive school years shall not be reemployed by the district, subject to the due process procedures provided by law.

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 a teacher and administrator'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 administrator that a prior written evaluation be made of the administrator; provided, however, no action to nonreemploy a certified or non-certified administrator shall occur without a written evaluation of the administrator.

## **TEACHER EVALUATION**

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

All certified staff members shall be evaluated using Tulsa's TLE Observation and Evaluation System. The completed evaluation shall be retained in the personnel file of the person being evaluated. The evaluation instrument is a confidential document and shall be protected accordingly.

Probationary teachers shall receive formative feedback from the evaluation process at least twice each year. Formative feedback shall occur during the fall semester and at least once during the spring semester each year. Career teachers shall be evaluated at least once each year except for career teachers receiving a "superior" or "highly effective" rating under the TLE, who may be evaluated once every two (2) years. Evaluations of teachers shall be made by the appropriate certified principal, or other designated certified and qualified administrative person.

During the 2017-2018 school year, one hundred percent (100%) of the evaluation rating of teachers and administrators shall be based on the qualitative component of the TLE. The school district will incorporate the student academic growth and other academic measurement quantitative components of the TLE in all school sites within the school district.

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

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

REFERENCE: 70 O.S. §6-101.10, et seq.

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

### **PERSONNEL FILES: CERTIFIED STAFF**

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

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

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

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

1. The correct name and the current address and telephone number of the employee;
2. An accurate record of the work experience of the employee;

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

**Use of Personnel Records** - All the contents of the personnel records file shall be available for inspection by the employee concerned. The district reserves the right to have a member of the superintendent's office staff present at the time the employee inspects his or her personnel file for the purpose of explaining and interpreting the information therein. Similarly, at the time the record is reviewed, the employee shall have the right to have present a representative of his or her own choosing, if desired. \*The teacher shall have the right to respond to all materials contained in the personnel file and to any materials to be placed in the file in the future. Responses shall become part of the file.

**Parental Notice** - If the school district receives Title I funds, the district provide parents with notice that they may request information about the professional qualifications of classroom teachers. The notice to parents must include the following:

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

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

**REFERENCE: 51 O.S. §24A.7.**

**70 O.S. §6-101.11**

**P. L. 107-110,**

**The Americans With Disabilities Act**

**CROSS-REFERENCE: Policy GBA, Open Records Act**

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

## **QUALIFICATIONS TEACHERS**

To be eligible to teach in the public schools of Oklahoma, a person must hold a valid certificate issued by the State Board of Education. Applicants who do not hold a valid certificate should write to the Director of Certification, State Department of Education, State Capitol Building, Oklahoma City, Oklahoma 73105, for information relative to obtaining one. It is always the responsibility of the individual to obtain and keep his certificate up to date. \*This certificate, along with transcripts, social security information, signed W-4 forms, etc. , must be on file in the office of the Superintendent before a salary warrant can be issued. Teachers who complete work after their transcripts have been filed should see that this information is filed in the office of the Superintendent, as this action has a bearing on reimbursement from the State.

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

**P. L. 107-110, No Child Left Behind Act of 2001**

**Individuals with Disabilities Education Improvement Act of 2004**

**CROSS-REFERENCE: Policy DC, Employment Practices**

**Policy DO, Termination of Employment, Teachers**

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

# SUSPENSION, DISMISSAL AND NON RE-EMPLOYMENT OF TEACHERS

## 1. Definitions and Scope

- A. "Teacher" means a duly certified or licensed person who is employed to serve as a counselor, librarian, school nurse, or any instructional capacity. An administrator shall be considered a "teacher" only with regard to service in an instructional, nonadministrative capacity.
- B. "Dismissal" means the discontinuance of the teaching service of a teacher during the term of a written contract.
- C. "Nonreemployment" means the nonrenewal of a teacher's contract upon expiration of the contract.
- D. "Suspension" means the temporary discontinuance of a teacher's services during the term of a contract pending dismissal or nonreemployment.
- E. "Career teacher" means a teacher who:
- i. was employed by the School District in 2011-2012 and has completed three (3) or more consecutive complete school years in such capacity in the School District under a written teaching contract; or
  - ii. was first employed by the School District on or after July 1, 2012 under a written continuing or temporary teacher contract and:
    - a.) completed three (3) consecutive, complete school years in the District under a written continuing or temporary teacher contract with a rating of "superior" for at least two (2) of those years with no rating below "effective" - as measured pursuant to the District's OK Teacher and Leader Effectiveness Evaluation System (TLE); or
    - b.) completed four (4) consecutive, complete school years in the District under a written continuing or temporary teacher contract with a rating of "effective" or higher for the four (4) year period with a rating of at least "effective" for the last two (2) of the four (4) years - as measured pursuant to the District's TLE; or
    - c.) completed four (4) consecutive, complete school years in the District under a written continuing or temporary teacher contract and was granted career status by the board of education after the applicable principal and superintendent petitioned the board to grant career status. (The principal must specify in the petition the underlying facts supporting the granting of career status.)
- F. "Probationary teacher" means a teacher who:
- i. was employed by the District during the 2011-2012 school year and has completed fewer than three (3) consecutive, complete school years in such capacity in the School District under a written teaching contract; or
  - ii. was employed by the District on or after July 1, 2012 under a written teaching contract and has not met the requirements to be a career teacher as described above.
- G. "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.
- H. This policy does not apply to:
- i. substitute teachers,
  - ii. adult education teachers or instructors,
  - iii. nonrenewal of teachers employed on temporary contracts for a complete year;
  - iv. nonrenewal and dismissal of teachers employed on temporary contracts for less than a complete school year.
  - v. administrators, except with regard to service in an instructional, non-administrative position.
- I. This policy does apply to teachers employed in positions *fully funded* by federal or private categorical grants in regard to dismissals or suspensions during the term of employment under the grant, but not in regard to "nonreemployment" at the expiration of the grant.

## 2. Grounds for Dismissal or Nonreemployment

- A. A career teacher may be dismissed or not reemployed for:

- i. willful neglect of duty,
- ii. repeated negligence in performance of duty,
- iii. incompetency,
- iv. unsatisfactory teaching performance,
- v. instructional ineffectiveness,
- vi. mental or physical abuse to a child,
- vii. commission of an act of moral turpitude,
- viii. abandonment of contract,
- ix. criminal sexual activity or sexual misconduct (as those terms are defined by law) which has impeded the effectiveness of the teacher's performance of school duties,
- x. failure to meet local school board staff development requirements (non-reemployment only), and
- xi. any other grounds hereafter allowed by law.

B. A career teacher shall be dismissed or not reemployed for

- i. conviction of a felony,
- ii. conviction of any sex offense subject to Oklahoma's Sex Offenders Registration Act or another state's or the Federal Sex Offender Registration Provisions,
- iii. an "ineffective" rating, as measured pursuant to the district's TLE, for two (2) consecutive school years,
- iv. a "needs improvement" rating or lower, as measured pursuant to the district's TLE, for three (3) consecutive school years,
- v. a rating below "effective," as measured pursuant to the district's TLE, for a five (5) year average.

C. A probationary teacher may be dismissed or not reemployed for cause.

D. A probationary teacher shall be dismissed or not reemployed for

- i. conviction of a felony,
- ii. conviction of any sex offense subject to Oklahoma's Sex Offenders Registration Act or another state's or the Federal Sex Offender Registration Provisions,
- iii. an "ineffective" rating, as measured pursuant to the district's TLE, for two (2) consecutive school years,
- iv. failure to attain career teacher status within a four-year period.

E. A cause listed 2A(i) - (v) for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless corrective action procedures involving admonishment / plan for improvement have been followed. Dismissal or nonreemployment for any cause not listed in 2A(i) - (v) for a career teacher, or not related to inadequate teaching performance for a probationary teacher, shall not require corrective action procedures (i.e. admonishment) to be followed.

F. Corrective Action – Admonishment / Plan for Improvement

i. When the administrator who has evaluated a teacher pursuant to School District policy identifies poor performance, conduct or a TLE evaluation rating that the administrator believes may lead to a recommendation for the teacher's dismissal or nonreemployment, the administrator shall:

- admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
- establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the rating on the evaluation or the nature and gravity of the teacher's performance or conduct.

ii. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or nonreemployment of a teacher, the administrator who has responsibility for evaluation of the teacher shall be informed and shall admonish the teacher as described above. If the administrator fails or refuses to admonish the teacher within ten (10) days after being informed of the problem, the board, superintendent or other administrator who identified the problem shall admonish the teacher.

iii. If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator (or other admonishing official) shall make a recommendation to the superintendent for the dismissal or

nonreemployment of the teacher. The superintendent shall furnish a copy of the recommendation to the board of education.

### 3. Procedures for Dismissal or Nonreemployment

#### A. Commencement of Action

- i. Whenever the superintendent determines that cause exists for the dismissal or nonreemployment of a teacher employed within the School District, the superintendent shall submit a recommendation in writing to the board of education. The recommendation shall state the one or more specific grounds (statutory grounds, in the case of a career teacher) and specify the underlying facts on which the recommended dismissal or nonreemployment is based.
- ii. 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 as to reemployment of a teacher, the board may initiate dismissal or nonreemployment action without a recommendation provided that it adheres to the other provisions of this policy and that the corrective action procedures, if applicable, have been followed.

B. Suspension - Whenever the superintendent has reason to believe that cause exists for the dismissal of a teacher and is of the opinion that the immediate suspension of the teacher would be in the best interests of the children in the district, the superintendent, or the board of education on the recommendation of the superintendent, may suspend the teacher without notice or hearing. The suspension shall not deprive the teacher of any teaching compensation or other benefits to which he/she would otherwise be entitled under the teaching contract or pursuant to law. Within ten (10) days after the suspension becomes effective, the board of education shall initiate a hearing for dismissal pursuant to this policy. However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the teacher's case is finally adjudicated, except such extension shall not include any appeal process.

#### C. Notice and Hearing

- i. Prior to the time that the board of education takes any action to dismiss or non-re-employ a teacher, whether the board is acting on its own volition or on a recommendation of the superintendent, the clerk of the board or other individual designated by the board shall deliver to the teacher a copy of the recommendation (or a comparable statement of grounds and underlying facts, if the board is acting on its own volition), and a notice that the teacher has a right to a hearing before the board stating the date, time and place set by the board for the teacher hearing. Delivery of the recommendation shall be by any of the following: (1) certified mail, restricted delivery, return receipt requested; (2) personal delivery to the teacher with a signed acknowledgment of receipt; or (3) process server. In the same manner the board or individual designated by the board shall notify the teacher of the right to a hearing before the board and the date, time and place for the hearing. The hearing shall be held no fewer than 20 days and no more than 60 days after the receipt of the notice by the teacher, or after the date on the personal receipt by hand-delivery to the teacher, or after the date of delivery by process server. Notice of a recommendation of nonreemployment or possible nonreemployment action by the board acting on its own volition shall be given to the teacher prior to the first Monday in June.
- ii. The teacher hearing before the board of education shall be conducted pursuant to procedures established by the State Department of Education. In the absence of or to the extent not inconsistent with those procedures, the hearing shall be conducted as prescribed in the paragraphs below.
- iii. The hearing shall commence with a statement to the teacher of the teacher's rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the teacher's dismissal or non-reemployment. The teacher shall then have the right to present the teacher's side of the matter. After both the school administration and the teacher have fully presented their respective positions, the board of education shall deliberate on the evidence regarding the teacher's dismissal or non-reemployment in executive session.
- iv. At the hearing, the teacher shall be entitled to be represented by counsel, to cross-examine witnesses presented by the school administration, to present witnesses on the teacher's behalf and to present any relevant evidence or statement which the teacher desires to offer. The burden of proof for any dismissal or non-reemployment shall be on the superintendent (or designee), and the standard of proof shall be a preponderance of the evidence.
- v. After due consideration of the evidence and testimony presented at the teacher's hearing, the board shall vote, in open session, on the following: (1) findings of fact based on the evidence submitted and (2) whether to dismiss or

non-reemploy the teacher. The decision shall be made by a majority of the board of education members present at the meeting and shall be final and non appealable

The motion to dismiss or non-reemploy the teacher should state the specific cause for dismissal or non-reemployment, although such cause need not be a statutory cause for a probationary teacher.

- vi. The teacher shall be sent notice of the board's decision by certified mail, restricted delivery, return receipt requested, or substitute process. The notice shall state the basis for the board's decision.
- vii. The teacher shall receive any compensation or benefits to which the teacher is entitled until such time as the board's decision is final. If the teacher's hearing is for non-reemployment, and not for dismissal, the teacher's compensation and benefits may continue only until the end of the teacher's current contract.

## **REDUCTION-IN-FORCE CERTIFIED TEACHING PERSONNEL**

### 1. General Matters

A. Reasons for a Reduction in Force. A teacher may be dismissed or 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.

D. 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 dismissed or 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 dismiss or 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 dismissed or nonreemployed (after going through the criteria in section “D” above) has a composite TLE score of effective, as defined by the district’s TLE model, 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 dismissed or 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 dismissed or 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.

## 2.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 or dismiss 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 1<sup>st</sup> 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 (or dismiss) 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.

## 3. 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 (or dismissal). For one school year after the effective

date of nonreemployment (or dismissal) due to a reduction in force, the board of education shall not fill the specific position previously held by a teacher who was nonreemployed (or dismissed) due to a reduction in force without first offering such position to the nonreemployed (or dismissed) teacher. If more than one nonreemployed (or dismissed) 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 (or dismissed) 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 (or dismissed) and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is nonreemployed (or dismissed) 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.

#### 4. Interpretation and Application

The interpretation and application of any provision of this policy shall be the exclusive province of the Board of Education.

## **REPORTING SUSPECTED CHILD ABUSE AND/OR NEGLECT**

In accordance with Oklahoma law, teachers are required to report suspected cases of physical abuse or neglect involving students to the county office of the Department of Human Services. The board of education fully supports that requirement and has established this policy to facilitate such reporting.

Every teacher, support person, or other employee of this school district shall report any suspected physical, mental, or sexual abuse or neglect of any school student to the Department of Human Services in the county in which such suspected abuse occurred by telephone or in person followed by a written report. The employee shall also inform the building principal who will advise the superintendent that the report was made using Form FFG-E.

The reporting obligations under this section are individual, and no employer, supervisor or administrator of a person required to provide information pursuant to this section shall discharge, or in any manner discriminate or retaliate against, any such person who in good faith provides such child abuse reports or information, testifies, or is about to testify in any proceeding involving child abuse or neglect; provided, that such person did not perpetrate or inflict such abuse or neglect. Any such employer, supervisor, or administrator who discharges, discriminates, or retaliates against such person shall be liable for damages, costs, and attorney fees. Any person who knowingly and willfully fails to promptly report any incident of child abuse may be reported by the Department of Human Services to local law enforcement for criminal investigation and, upon conviction thereof, shall be guilty of a misdemeanor. Any person who knowingly and willfully makes a false report, or makes a report that the person knows lacks factual foundation may be reported by the Department of Human Services to local law enforcement for criminal investigation and, upon conviction thereof, shall be guilty of a misdemeanor.

Any person participating in good faith and exercising due care in the making of a report or any person who, in good faith and exercising due care, allows access to a child by persons authorized to investigate a report concerning the child shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed. Any such participant shall have the same immunity from any liability with respect to participation in any judicial proceeding resulting from such report.

## **CUSTODIAL AND NONCUSTODIAL PARENTAL RIGHTS**

Unless a legal document is on file restricting contact both natural parents have the right to view the student's school records; to receive school progress reports; to visit the child briefly at school; and to participate in parent and teacher conferences (not necessarily together in the same conference). The non-custodial parent may receive information about or review the records of his/her child. However, if the child has been legally adopted, the natural parent loses those parental rights which are gained by the adopting parent if the natural parent's rights have been terminated by court order.

**REFERENCE: 43 O.S. §110**

**CROSS-REFERENCE: Policy EHAA, Family Involvement  
Policy FDF, Leaving School Grounds, Closed Campus**

## **TRANSFER AND RELEASE OF CONFIDENTIAL INFORMATION**

It is the policy of the Colcord Board of Education to adhere strictly to Oklahoma and Federal law concerning the transfer and release of confidential information including student records.

For the purposes of this policy, "confidential information" means any information regarding a child receiving services supported in whole or in part by state or federal funds, a family member of such child, or other persons residing in the home of such child, and which is required by state or federal law or regulation to be maintained in a confidential manner.

The school district will transfer and release confidential information in accordance with this policy to:

- (1) The Department of Human Services,
- (2) The Department of Mental Health and Substance Abuse Services,
- (3) The State Department of Health,
- (4) The State Department of Education,
- (5) The State Department of Career and Technology Education,
- (6) The Oklahoma Commission on Children and Youth,
- (7) The J.D. McCarty Center for Handicapped Children,
- (8) The Department of Corrections,
- (9) Private agencies receiving public funds pursuant to a grant or contract with one of the agencies listed in (1) through (8) and providing institutional, community residential or community-based services as defined by Title 10, Section 7001-1.3 of the Oklahoma Statutes, to children and family,
- (10) Persons and agencies subject to the rules promulgated by the agencies listed in (1) through (8),
- (11) Statutorily-constituted juvenile bureaus, and
- (12) Other school districts upon their request and in compliance with state law.

Unless otherwise permitted by state or federal law or regulation, confidential information will only be released to the above-described entities pursuant to (1) a court order or (2) an informed consent that has been executed by (a) the parent or guardian of the child or other person authorized by state or federal law to execute such consent, if the subject of the confidential information is a child or (b) the individual who was the subject of the confidential information or other person authorized by law to execute such consent on his or her behalf, if the subject of the confidential information is an adult. A copy of the school district's informed consent form may be found at FLE-E.

The school district will follow the rules promulgated by the State Department of Education for authorizing access to and the transfer or release of confidential information for the purpose of gathering statistical information or conducting studies or research otherwise authorized by law.

The school district shall charge \$.10 per page for all copies made pursuant to this policy plus the actual cost of mailing the copies.

**REFERENCE: 10 O.S. §620.1, et seq.**

**10 O.S. §7001-1.3**

**70 O.S. §24-101.4**

**CROSS-REFERENCE: Policy GBA, Open Records Act**

# **REPORTING STUDENTS UNDER THE INFLUENCE OF OR POSSESSING ALCOHOLIC BEVERAGES OR CONTROLLED DANGEROUS SUBSTANCES**

It is the policy of the Colcord Board of Education that any administrator, teacher, or counselor who has reasonable suspicion that a student may be under the influence of, or has in his or her possession, alcoholic beverages - including the legally nonintoxicating beverage commonly referred to as 3.2 beer (low-point beer) - or a controlled dangerous substance as defined by law shall immediately notify the principal of such suspicions. The principal shall immediately notify the superintendent of schools and a parent or legal guardian of said student's possession of a controlled or counterfeit substance or suspected abuse thereof.

Any search, seizure, or subsequent disciplinary action shall be subject to applicable school policies, regulations, state laws, or student handbook rules.

Every administrator, teacher, or counselor employed by the board of education who has reason to believe that a student is under the influence of, or has possession of, alcoholic beverages (including 3.2 beer) or a controlled dangerous substance and who reports such information to appropriate school officials shall not be subject to civil liability unless such referral was made in bad faith or with malicious purpose.

This policy shall be distributed to each classroom teacher. Receipt shall be acknowledged in a form to be determined by the superintendent.

**REFERENCE: 70 O.S. §24-138**

**63 O.S. §2-101, et seq.**

**70 O.S. §24-102**

**37 O.S. §163.2**

**NOTE:** A copy of this policy must be filed with the State Superintendent of Public Instruction in accordance with 70 O.S. §24-138. While the cited statute requires only that school districts develop a written policy requiring only *teachers* to report students under the influence of certain substances, the State Department of Education has interpreted the civil liability exemption statute (70 O.S. §24-132) as requiring school administrators, teachers, or counselors to make such reports. Therefore, a school district's policy may be written to require reporting by administrators, teachers, and counselors.

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

### **PROCEDURE FOR REPORTING**

The procedure for reporting and dealing with students suspected of being under the influence of intoxicating beverages, alcoholic beverages, or a controlled dangerous substance, is as follows:

1. Immediately report to the building principal.
2. Remove the student to the principal's office as quickly and quietly as possible.
3. The principal will call in the counselor or other witness(es).
4. No diagnosis will be made, but it will be determined if other action is needed at the time.
5. A parent/guardian will be called, if it appears there is justification.
6. The family doctor or County Health Nurse may be called in.
7. A search may be instituted, if reasonable suspicion exists that the student may have intoxicating or alcoholic beverages or controlled dangerous substances in their possession.
8. If it is determined that the student is under the influence of a drug or alcohol, or a dangerous drug or alcohol is found on the student's person, appropriate action will be taken by the school administration.
9. Law enforcement officials may be notified. Any student found to be in possession of intoxicating or alcoholic beverages or a controlled dangerous substance while on school premises or while in transit to or from school, or involved in any school-related activity, will be dealt with in an appropriate manner.

## WEAPONS-FREE SCHOOLS

It is the policy of this school district to comply fully with the Gun-Free Schools Act.

1. Any student in this school district who uses or possesses a firearm at school, at any school-sponsored event, or in or upon any school property including school transportation or school-sponsored transportation may be removed from school for one full calendar year or longer. \*The superintendent or designee may modify the provisions of this policy on a case-by-case basis. However, any substantial modification must be reported to the board of education at its next meeting.

Firearms are defined in Title 18 of the United States Code, Section 921, as (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device including any explosive, incendiary or poison gas, bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine or any device similar to the above. \* Such firearm or weapon will be confiscated and released only to a law enforcement authority.

2. Oklahoma Statutes, Title 21, Section 1280.1 prohibits any person to have in such person's possession on any public or private school property or while in any school bus or vehicle used by any school for transportation of students or teachers any firearm or weapon as defined in Title 21, Section 1272, below:

"...any pistol, revolver, shotgun or rifle whether loaded or unloaded, or any dagger, bowie knife, dirk knife, switchblade knife, spring-type knife, sword cane, knife having a blade which opens automatically by hand pressure applied to a button, spring, or other device in the handle of the knife, blackjack, loaded cane, billy, hand chain, metal knuckles, or any other offensive weapon, whether such weapon is concealed or unconcealed."

Students with disabilities are subject to this policy and will be disciplined in accordance with the Individuals with Disabilities Act and Section 504 of the Rehabilitation Act. If the violation is found by the student's IEP team to be unrelated to the student's disability, the student may be suspended for up to 45-calendar days at the discretion of the superintendent. If the student's IEP team determines that the violation is related to the student's disability, the student may be suspended for up to ten days and placed up to 45 days in an alternative educational setting. The school district must take immediate steps to remedy any deficiencies found in the child's IEP or placement, or the implementation of the IEP. The child must be placed in an appropriate setting determined by the IEP team and continue to receive special education and related services. \*An exception to this policy may be made for students participating in an authorized extracurricular activity or team involving the use of firearms or archery equipment. (See Note 2, below.)

Any student who violates this policy will be subject to discipline which may include suspension for the remainder of the semester and the entire succeeding semester or up to one full calendar year or longer (for firearms) or for any term less than one calendar year (for weapons other than firearms) as determined by the superintendent or the superintendent's designee. Disciplinary action will be determined on a case-by-case basis. \*Students found to be in violation of this policy shall be referred to the appropriate criminal or juvenile justice system.

**REFERENCE: 18 U.S.C. §921**

**21 O.S. §1271.1, §1280.1**

**CROSS-REFERENCE: Policy FNCG, Weapons; Policy FOD, Suspension of Students; Policy FOD-R, Suspension of Students, Regulation; Policy FODEA, Student Discipline Procedures for Handicapped Students; Policy FODEB, Suspension of Disabled Students**

**NOTE 1:** The district is required to include, in each application to the State Department of Education for assistance under the Elementary and Secondary Education Act of 1965, a description of the circumstances surrounding any expulsions imposed under this policy, including the name of the school; the number of students expelled from the school, and the type of weapons concerned.

**NOTE 2:** Firearms and weapons are allowed on school property and deemed not in violation as follows: A gun or knife designed for hunting or fishing purposes kept in a privately owned vehicle and properly displayed or stored as required by law, or a handgun carried in a vehicle pursuant to a valid handgun license authorized by the Oklahoma Self-Defense Act provided such vehicle containing said gun or knife is driven onto school property only to transport a student to and from school and such vehicle does not remain unattended on school property; a gun or knife used for the purposes of participating in the Oklahoma Department of Wildlife Conservation certified hunter training education course or any other hunting, fishing, safety, or firearms training courses, or a recognized firearms sports event, team shooting program or competition, or living history reenactment, provided the course or event is approved by the principal or chief administrator of the school where the course or event is offered, and provided the weapon is properly displayed or stored as required by law pending participation in the course, event, program, or competition; and weapons in the possession of any peace officer or other person authorized by law to possess a weapon in the performance of his/her duties and responsibilities. Although state law allows weapons on school premises, federal law dictates that students in possession of a firearm on school premises are to be suspended for one calendar year. The administration may modify this on a case-by-case basis.

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

## NEWS MEDIA RELATIONS

### Steps of Action:

- \* Notify the Colcord Public Schools' Administrators
- \* Administrative Spokesperson: Bud Simmons, Sandi Shackelford, Robert Hampton

In dealing with the media during or after a crisis, remember these important points:

1. Be accessible.
2. Designate an area for the media, both inside and outside the school.
3. Know what is being done to help students and staff cope with the situation.
4. Be prepared. Be honest. Be brief. Stick to the facts, and stress student safety.
5. Confidentiality must be maintained to protect students' rights. Only directory information may be released.
6. Never say, "No comment." Instead, say, "I will have to get back with you on this matter."
7. Remember, few things are ever "off the record," and the interview is not over until the reporter leaves.

### *\*Sample Crisis Media Release:*

*Thank you for your concern, our staff is assessing the situation at this time. We are keeping the Administration apprised of everything that is taking place, so we ask that you contact the Administration for any information and arrangements necessary for your coverage. \*It is important that we protect the privacy and welfare of our students, so we also ask that you please not tie up our school phone lines with calls, attempt to take pictures, or conduct interviews without contacting our Administration.*

## PARENT-TEACHER ORGANIZATIONS

The Colcord Board of Education wholeheartedly encourages and supports organized PTA units, as well as a coordinating city council PTA. Assistance in formulating well-organized units, cooperating in planning activities, projects, and school programs, and in general stimulating good parent-teacher relations is a function shared by each certificated teacher in the school system.

## ADVERTISING ON SCHOOL PROPERTY

It is the policy of the Colcord Board of Education that, except as indicated below, no advertising shall be permitted in school buildings, on school grounds, or on other school property. Solicitation of advertising, or the use of the school system to promote any product, shall not be permitted without prior approval of the Board of Education. Nothing herein shall be construed to prevent advertising in student publications that are published by student organizations.

## SCHOOL VISITORS

It is the policy of the Colcord Board of Education that all visitors to any school facility obtain a visitor's pass at the building principal's office. Parents are requested not to send or allow siblings to visit students in the classroom.

Staff members are not normally expected to have personal visitors during the school day. Agents or other persons shall not visit teachers during school hours for the purpose of selling books or other articles without written consent from the superintendent.

The superintendent or principal of any school shall have the authority to order any person<sup>1</sup> out of the school building and off the school property when it appears that the presence of such person is a threat to the peaceful conduct of school business, school activities, and/or school classes. Any person who refuses to leave the school building or grounds after being ordered to do so by the superintendent or principal, shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than \$500.00 or by imprisonment in the county jail for not more than 90 days, or by both such fine and imprisonment.

Any person who is requested to leave the premises shall be unable to return to the premises without the written permission of the administration for a period of 6 months. A grievance/appeal may be filed by the individual as per district policy GJ-P.

**REFERENCE: 70 O.S. §24-131  
21 O.S. §§ 1375, 1376**

## CLASSROOM VISITATION

In order to provide school children with a reasonable opportunity to study and learn, it is the policy of the Colcord Board of Education to restrict classroom visitation to a minimum.

Any person who needs to visit a classroom or other school facility must obtain permission from the building principal's office. Visitors on school property without permission may be asked to leave the premises.

The building principal is directed to establish appropriate procedures to insure compliance with this policy. Such procedures will include posting notices at the entrance to each school building. The notices will require visitors to report to the principal's office before visiting any classroom or other facility.

The principal is authorized discretion in permitting visitation, and the board of education declares its support of any decision made by a principal in denying visitation to any person.

Classroom visitors will respect classroom decorum and will not interrupt the class in any way. Visitors who disrupt the classroom in any manner will be required to leave the school grounds.

**REFERENCE: 21 O.S. §1375, §1376**

**CROSS-REFERENCE: Policy EHAA, Family Involvement**

## VOLUNTEERS

The Board recognizes that school volunteers provide a valuable service to the District and authorizes the Superintendent or designee to develop and deploy an effective volunteer program that includes the recruitment and selection of school volunteers. In order to protect the students and their families and to achieve a program of high quality, Colcord Public Schools has adopted regulations and standards for those who participate in the Volunteer Program. Principals receive completed application, confidentiality form, volunteer contract, and determine the need for background check at volunteer expense. See Complete Policy Manual for more information.

### Activity Trips

The Colcord Board of Education acknowledges the importance of extra-curricular activities to the overall educational experience. The Board further acknowledges that student participation in extra-curricular activities often requires travel off campus. The following regulation shall govern activity trips.

The sponsor shall make the appropriate principal aware of travel plans, and request permission for travel.

The sponsor shall supply the principal with a detailed plan of the trip when taking students on an overnight activity.

The sponsor shall inform the principal and the parents of the students involved of the approximate time and date of departure as well as the time and date of return. This communication may be verbal or written, and should also be posted on the District web site.

When overnight travel is involved, parents shall be provided the name, address and phone number of the hotel, as well as the cell # of the sponsor, if applicable.

The most important responsibility of the sponsor during an activity trip is the safety and supervision of the students. This applies equally to day trips as well as overnight trips.

On any activity trip there should be two adults on the bus *whenever possible*. In the case of athletic events, coaches shall not occupy the locker room with players of the opposite gender without another adult (preferably the same gender as the students) being present *whenever possible*.

Students are never to be left unsupervised when on a trip.

If the student/sponsor ratio is such that the principal believes that the sponsor alone will not be able to provide adequate supervision, the principal shall provide additional chaperones, *whenever possible*.

If additional chaperones are unavailable, the principal shall have the authority to cancel the trip if he/she believes it to be in the best interest of the students and the district. *The decision of the principal shall be final.*

In the event of overnight travel, same sex chaperones shall be provided, *whenever possible*. Preferably, the chaperone should be a school employee. When a school employee is unavailable, the sponsor may solicit volunteers from among the parents of the students. The sponsor shall submit the list of volunteers to the principal, and the principal shall select the chaperone(s). *The decision of the principal shall be final.*

Regardless of whether or not additional chaperones are available, the sponsor has the primary responsibility for supervision of the students.

Sponsors shall remember that supervision of students is not a passive activity. Be vigilant. Be alert. Be proactive, not reactive. \*Sponsors should check the halls frequently. Make room to room calls. Stroll the hotel lobby and grounds. Set a time for lights out, and enforce it.

**\*\* CAUTION \*\***

This copy of the Colcord School District Policy Manual is placed in the High School, Upper Elementary and Lower Elementary offices for your information. The district does not guarantee that the policies herein are current and correct. If you need to be certain that you have the most current policy, you should check the Master Copy in the Superintendent's Office.

**DISCLAIMER**

The Colcord Board of Education does not intend that the contents of this policy manual will in any way constitute an employment contract and is not to be construed as an extension of any employment contract. All policies, regulations, procedures, and exhibits contained herein are subject to change as the board of education deems necessary and appropriate. Final interpretation and application of any statement herein is within the discretion of the board of education.

