OAKS MISSION PUBLIC SCHOOLS BOARD OF EDUCATION POLICY	*Employees – Certified & Administrative* Adopted: May 9, 2019

REPORTING STUDENT SUBSTANCE ABUSE

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

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

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

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

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

Reference: 70 OKLA. STAT. §24-138
(37 OKLA. STAT. §163.2, 37 OKLA. STAT. §506, 63 OKLA. STAT. §2-101)

OAKS MISSION PUBLIC SCHOOLS BOARD OF EDUCATION POLICY	*Employees – Certified & Administrative* Adopted: May 9, 2019; Revised: September 11, 2023

STAFF DEVELOPMENT

The district's certified personnel must earn a minimum of fifteen (15) points during each school year and accumulate a minimum of seventy-five (75) points during a five-year period. However, no more than a total of one hundred fifty (150) hours of local, state, or federal professional development or training shall be required for classroom teachers during any five-year period. These points will be authorized by prior approval of the activity by the superintendent and will follow the guidelines as established by the staff development committee and the board of education. The district shall keep a record of each staff development activity in the office of the Staff Development Committee.

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

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

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

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

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

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

OAKS MISSION PUBLIC SCHOOLS BOARD OF EDUCATION POLICY	*Employees – Certified & Administrative* Adopted: May 9, 2019; Revised: October 8, 2020; August 11, 2022; September 11, 2023; September 8, 2025

CERTIFIED EMPLOYEE LEAVE

Sick Leave

The board of education grants sick leave with full pay to all full-time, certified employees. This is to give an employee financial protection in case of personal illness and to protect the welfare of the children. Any absence for illness shall be certified by the superintendent, who shall be responsible for its validity.

Certified personnel on ten-month contracts will receive ten (10) days sick leave. Certified personnel on eleven-month contracts will receive eleven (11) days sick leave and certified personnel on twelve-month contracts will receive twelve (12) days sick leave. Sick leave will be vested at the beginning of each school year, cumulative to sixty (60) days.

Sick leave is interpreted as the time when personal illness, accidental injury or pregnancy or personal illness in the immediate family keeps an employee from being present to conduct his/her regular daily work. Immediate family is defined as parent, sibling, spouse, child, grandparent, or grandchild. This also includes dental, physical and eye examinations for employee and dependents in the immediate family. Any misuse or use of sick leave for other purposes may result in disciplinary action or termination.

When sick leave is exhausted, the teacher shall receive full contract pay for an additional twenty (20) days less either:

- the amount actually paid his/her substitute teacher, if a certified substitute teacher is hired; or

- the amount normally paid for a certified substitute teacher, if a certified substitute teacher is not hired.

When the employee severs connection with the district for any reason, all his/her accumulated sick leave is cancelled. If he/she is employed by another school district his/her accumulated sick leave may be transferred to the receiving district up to sixty (60) days.

Civic Duty Leave

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

Emergency Leave

Full-time certified personnel will be allowed two (2) days emergency leave per school year. Part-time personnel will be allowed two (2) day emergency leave per school year.

Emergency leave is interpreted as a sudden, generally unexpected occurrence or unavoidable set of circumstances demanding immediate action which takes the employee from his/her duties. Emergency leave will be determined by the superintendent. Emergency leave is non-cumulative.

Employee Association Leave

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

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

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

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

Personal Business Leave

The district shall provide for all full-time certified personnel three (3) personal business leave days per school year. Such leave shall be limited to personal business matters that cannot be conducted after school hours or on the weekend. The district will charge the employee the average salary cost of a substitute for each day of personal leave the employee takes.

Requests for personal leave shall be made in writing three days in advance of time needed, to the superintendent.

Types of situations that may qualify for personal business are varied and numerous. The following examples serve as guidelines:

1. Family illness other than immediate family

2. Urgent business transactions

    A. Loan closings
    B. Other banking matters
    C. IRS reviews

3. Legal matters

    A. Meetings with attorney for personal, spouse or children's business
    B. Court appearances when subpoenaed as a witness
    C. Settling of estates

4. Miscellaneous

    A. Attend business convention with spouse

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

1. Pleasure trips or vacations (hunting/fishing trips included)

2. Attending school activities or sporting events

3. Seeking other employment

4. To participate in political or social activities

5. To perform service for compensation

6. Court appearances when employee is a plaintiff in a lawsuit

Any misuse of the leave policy with the district could result in loss or compensation or termination of employment. Personal business leave is non-cumulative.

<u>Bereavement Leave</u>

1. The district provides for all certified district employees three (3) days per year funeral leave for immediate family members without loss of pay.

2. Immediate family members are defined as follows: husband or wife, son or daughter, father or mother, brother or sister, father-in-law or mother-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, grandparent or grandchild.

3. Substitute teachers for certified personnel will be paid by the employee for funeral leave for immediate family members exceeding three (3) days.

4. Arrangements for funeral leave not considered as immediate family will be approved or disapproved by the building principals.

Military Leave

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

Maternity Leave

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

Eligible employees using maternity leave under this policy may use up to six weeks of accrued sick leave to extend their maternity leave provided the eligible employee has sufficient sick leave to cover the extended duration. This additional maternity leave time shall not exceed six weeks unless a licensed medical professional provides written certification recommending additional leave for medical necessity related to the employee's recovery from childbirth or care for a newborn. Eligible employees seeking to use sick leave to extend the duration of their maternity leave shall notify the district in accordance with FMLA.

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

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

Vacation/Annual Leaves

Twelve month employees under contract with the board of education will be granted an annual vacation with pay under these terms:

1. Two weeks of vacation with pay will be granted when an employee has completed at least eleven and one-half months of continuous employment before such vacation is granted.

2. The amount of vacation with pay granted to twelve (12) month employees as stated above shall be calculated as of June 30th. No part of any unused vacation shall be considered accumulative from year to year.

3. Employees eligible for a vacation shall take their vacation at a time approved by the superintendent.

Epidemics/Pandemics

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

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

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

SUSPENSION, DISMISSAL AND NONREEMPLOYMENT OF TEACHERS

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 district prior to the 2017-2018 school year and has completed three (3) or more consecutive complete school years in such capacity in the district under a written teaching contract; or

      ii. was first employed by the district during or after the 2017-2018 school year under a written teaching contract and:

         - completed three (3) consecutive, complete school years in the district and has an evaluation rating of ‘‘superior’’ for at least two (2) of those years; or

         - completed four (4) consecutive, complete school years in the district with averaged rating of ‘‘effective’’ or higher for the four (4) year period with ratings of at least ‘‘effective’’ for the last two (2) of the four (4) years; or

         - Although the law permits an employee to establish career status after completing four (4) consecutive, complete school years in the district with a board approved principal and superintendent recommendation, the board will not approve any of these recommendations.

F. "Probationary teacher" means a teacher who:

i. was employed by the district prior to the 2017-2018 school year and has completed fewer than three (3) consecutive, complete school years in such capacity in the district under a written teaching contract; or

ii. was employed by the district during or after the 2017-2018 school year under a written teaching contract and has not met the requirements to be a career teacher as described above.

G. "Abandonment of contract" means a teacher's failure to report at the beginning of the contract term or otherwise perform the assigned duties when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the employment contract.

H. This policy does <u>not</u> 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 <u>not</u> in regard to "nonreemployment" at the expiration of the grant.

2. <u>Grounds for Dismissal or Nonreemployment</u>

A. A career teacher <u>may</u> 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 (starting in 2017-1018 this includes but is not limited to being evaluated as "needs improvement" or lower for 3 consecutive years),

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),

xi. engaging in acts which could form the basis of criminal charges sufficient to result in denial/revocation of a teaching certificate,

xii. knowing and willful failure to report suspected child abuse or neglect, or

xiii. 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, or

iii. instructional ineffectiveness. Starting in 2017-2018, this includes teachers with an ineffective rating for 2 consecutive school years.

Although the law permits the board to approve a superintendent's recommendation that ineffective teachers be retained, the board will not approve such recommendations.

iv. Knowingly and willfully failing to report suspected abuse or neglect of a child in violation of Okla. Stat. tit. 10A § 1-2-101.

C. A probationary teacher may be dismissed or not reemployed for cause, including but not limited to engaging in acts which could form the basis of criminal charges sufficient to result in denial/revocation of a teaching certificate. Starting in 2017-2018, cause includes, but is not limited to, an ineffective rating for 2 consecutive school years or failure to obtain career status in 4 years.

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,

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 an evaluator who has evaluated a teacher pursuant to district policy identifies poor performance, conduct or an evaluation rating which the evaluator believes may lead to a recommendation for the teacher's dismissal or nonreemployment, the evaluator 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 evaluator who has responsibility for evaluation of the teacher shall be informed and shall admonish the teacher as described above. If the evaluator 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 admonishment within the time specified, the admonishing official shall make a recommendation to the superintendent for the teacher's dismissal or nonreemployment. The superintendent shall furnish a copy of the recommendation to the board of education.

iv. The District will not prohibit, or take disciplinary action against, a teacher for:

a. Disclosing public information to correct what the teacher reasonably believes evidences a violation of the Oklahoma Constitution or law or rule promulgated pursuant to law;
b. Reporting a violation of the Oklahoma Constitution, or state or federal law; or
c. Taking any of the above actions without giving prior notice to the teacher's supervisor or anyone else in the teacher's chain of command.

Reporting means providing a spoken or written account to a supervising teacher, administrator, school board member, representative from the State Department of Education, law enforcement official, district attorney and/or parent or legal guardian of a student directly impacted by the actions.

The District may discipline any teacher who violates a student or parent/legal guardian's confidentiality rights and protections pursuant to the Family Educational Rights and Privacy Act (FERPA) and any other state or federal law which requires confidentiality of information concerning students.

3. Procedures for Dismissal or Nonreemployment

A. Commencement of Action

i. Whenever the superintendent determines that cause exists for a district teacher's dismissal or nonreemployment, the superintendent shall submit a written recommendation to the board of education. The recommendation shall state the specific ground(s) (statutory grounds, in the case of a career teacher) and specify the underlying facts on which the recommendation 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 believes cause exists for a teacher's dismissal and that the immediate suspension of the teacher would be in the best interests of students, 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 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 taking action to dismiss or nonreemploy a teacher, the board clerk or designee shall deliver a copy of the recommendation (or comparable statement of the grounds and underlying facts if the board is acting on its own volition) and notice of hearing rights to the affected teacher. The notice shall contain the date, time, and location of the hearing and shall be delivered by (i) certified mail, restricted delivery, return receipt requested; (ii) personal delivery, with a signed acknowledgment of receipt from the teacher; or (iii) process server. Delivery must be made to the teacher prior to the first Monday in June for a nonreemployment. The hearing shall be held between 20 and 60 days from the teacher's receipt of the hearing notice.

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 nonreemployment. 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 nonreemployment 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 nonreemployment 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 nonreemploy 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 nonappealable

The motion to dismiss or nonreemploy the teacher should state the specific cause for dismissal or nonreemployment, 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 nonreemployment, and not for dismissal, the teacher's compensation and benefits may continue only until the end of the teacher's current contract.

D. Criminal Matters

Whenever the superintendent (or board) makes a recommendation for a teacher's termination based on conduct which could form the basis of criminal charges sufficient to warrant the denial or revocation of the teacher's certificate for a reason set forth in 70 OKLA. STAT. § 3-104(6)(a),, the district shall forward a copy of the recommendation to the Oklahoma State Board of Education and the teacher at the time the recommendation is made, regardless of whether the teacher resigns before or after the resignation is made. If a teacher resigns prior to due process proceedings, a report of such resignation, including any investigatory findings of the school district, shall be forwarded to the State Board of Education.

4. Teachers with a Suspended Certificate

A teacher whose certificate has been suspended by the State Board of Education pursuant OKLA. STAT. tit. 70, Section 3-104 and OKLA. STAT. tit. 75, Sections 314 and 314.1 shall be placed on paid suspension while proceedings for revocation or other action are pending before the State Board of Education. During the time the teacher's certificate is suspended, the District may initiate due process procedures in accordance with OKLA. STAT. tit. 70, Section 6-101.20 *et. seq.*

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

REDUCTION IN FORCE
CERTIFIED TEACHING PERSONNEL

I. General Matters

A. Reasons for a Reduction in Force. A teacher may be nonreemployed when the board decides that due to (i) a financial exigency or (ii) a program change for institutional reasons or (iii) a decline in enrollment or (iv) other business necessity as determined by the board, a reduction in teaching staff is necessary.

B. Definitions. For the purpose of this policy, the following terms have the stated meanings:

1. "Financial exigency" means a reduction in the school district's financial resources resulting from declining enrollment or any other action or event that in the sole judgment of the board of education will result in a reduction in the school district's current or future operating budget.

2. "Program change" means any elimination, curtailment or reorganization of a curriculum offering, program or school operation or a reorganization or closing of a school or consolidation of two or more individual schools or school districts that is unrelated to financial exigency.

3. "Declining enrollment" means a decrease in the school district's total enrollment or enrollment in a particular program or curriculum offering which in the sole judgment of the board of education may adversely affect the school district's current or future allocation of funds and/or the necessity of maintaining certain current or future class sections or curriculum offerings.

C. Criteria for Eliminating Positions. The primary criterion in effectuating any reduction in force shall be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the school district. In evaluating its program, the superintendent and the board will consider the elimination of teaching positions, not the teachers occupying those positions. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, the needs of students and those extra duty assignments that require special skill or expertise.

D. Priority. In determining which teacher(s) will be nonreemployed when one or more of a number of identical positions is eliminated, the following criteria, **in this order,** shall govern:

1. The school district will nonreemploy the teacher(s) who has the lowest composite rating under the school district's Teacher and Leader Effectiveness Evaluation System (TLE) in the position being eliminated. Ratings will be calculated by averaging the past three (3) years' ratings (or fewer if 3 years are not available) and will be measured to the nearest hundredth of a decimal point.

2. If the teachers are equal under the above criteria, then the teacher(s) who has the most seniority in the school district will be retained.

3. If the teachers are equal under the above criteria, then the school district will retain the teacher(s) who currently holds a contracted extra duty assignment, IF, after the reduction in force, that teacher will continue to be assigned such extra duty assignment.

4. If no contracted extra duty assignment exists, the school district will retain the teacher who meets any federal requirements, such as "highly qualified" under No Child Left Behind, for the courses assigned to that teacher.

5. If the teachers are equal under the above criteria, the school district will retain the teacher with the most advanced academic degree status.

6. If degree status is equal, the school district will retain the teacher having the most versatile certificate in order to enable the school district to have flexibility in planning future curriculum.

7. If versatility of certificates is equal, the school district will retain the teacher chosen by lot through a process determined by the superintendent or the superintendent's designee.

E. Bumping. If a teacher's position is eliminated and the teacher scheduled to be nonreemployed (after going through the criteria in section "D" above) has a composite TLE score of effective or above, then in the administration's sole discretion, that teacher may be placed in another position for which the teacher is certified to teach, if the other position is currently held by a teacher who has a composite TLE score that is below effective. Under those circumstances, the teacher with the TLE composite below effective will be nonreemployed. If two (2) or more teachers in a specific position have the same composite scores, then the process of section (D) will be used to determine who is nonreemployed.

F. Adult Education Teachers. The dismissal and nonreemployment provisions of the Teacher Due Process Act of 1990 do not apply to adult education teachers. Accordingly, adult education teachers are not covered by the protections of

this policy and, unless otherwise required by law, are subject to a reduction in force without notice and without compliance with this policy.

II. Procedures

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

B. Action by Board. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation, the board may initiate action without such recommendation provided that it adheres to the other provisions of this policy.

C. Notice and Hearing Procedures. Prior to taking any action to nonreemploy a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own volition, the board shall provide notice and an opportunity for hearing to the affected teacher; provided, however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures shall be the same as those provided by Oklahoma law and board policy regarding dismissal and nonreemployment of teachers for cause. Notice of a recommendation of nonreemployment shall be given to the teacher prior to the 1st Monday in June.

D. Hearing. At the hearing, evidence may be presented by the administration and the teacher, as to (i) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the school district and (ii) whether the recommendation to not renew the specific teacher is being made in good faith and pursuant to the process set out herein.

E. Effect of Board Decision. The decision of the board based on the evidence presented at the hearing shall be final and unappealable.

III. Reemployment or Other Employment After Reduction in Force

A. Recall. The recall provisions in this process will only apply and be available to a teacher who had a composite TLE score of at least effective at the time of his/her nonreemployment. For one school year after the effective date of nonreemployment due to a reduction in force, the board of education shall not fill the specific position previously held by a teacher who was nonreemployed

due to a reduction in force without first offering such position to the nonreemployed teacher. If more than one nonreemployed teacher is both certified and qualified for a position which the teachers previously held with the school district and which becomes available, the board, after receiving the superintendent's advice, shall select the teacher it believes will best fill the position. Nothing in this policy shall give to any nonreemployed teacher priority rights to fill a vacancy which becomes available and for which they are certified and qualified unless such position is identical to the position which they previously held with the school district.

B. Recall Procedures. The offer of reemployment shall be made personally or by certified mail, return receipt requested, and the teacher shall be notified that if he/she wishes to accept, he/she must do so in writing within five (5) calendar days of receipt of notice or within ten (10) calendar days of the postmark on the envelope in which the offer is mailed, whichever is shorter. Failure to receive timely acceptance of the offer of reemployment eliminates all reemployment rights of the teacher.

C. Status After Recall. A career teacher who has been nonreemployed and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is nonreemployed but is then reemployed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

IV. Interpretation and Application

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

RESIGNATION OF CERTIFIED PERSONNEL

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

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

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

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

1. Make a record of the date upon which the written resignation was submitted either by reference to a certified mail receipt or by writing on the face of the resignation the date of receipt and his/her initials.

2. If the written resignation is to be effective at the conclusion of the current school year and it is received prior to fifteen days after the first Monday in June, notify the employee that their resignation is accepted.

3. If the written resignation is to be effective at any time other than the conclusion of the current school year or to be effective at the end of the school year but is not received until after fifteen days after the first Monday in June, notify the employee that his/her resignation will be considered by the board of education.

4. Place upon the agenda of the next board of education meeting an agenda item for consideration and action on the resignation received.

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

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

STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS

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

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

PRINCIPLE I
Commitment to the Students
Oklahoma Administrative Code (OAC) 210:20-29-3 – Effective June 25, 1993

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

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

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning;

2. Shall not unreasonably deny the student access to varying points of view;

3. Shall not deliberately suppress or distort subject matter relevant to the student's progress;

4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety;

5. Shall not intentionally expose the student to embarrassment or disparagement;

6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly:

    A. Exclude any student from participation in any program;

    B. Deny benefits to any students;

    C. Grant any advantage to any student.

7. Shall not use professional relationships with students for private advantage; and

8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by law or is required by law.

PRINCIPLE II
Commitment to the Profession
Oklahoma Administrative Code (OAC) 210:20-29-4 – Effective June 25, 1993

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

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

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

1. Shall not in an application for a professional position deliberately make a false statement, or fail to disclose a material fact related to competency and qualifications.

2. Shall not misrepresent his/her professional qualifications.

3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education or other relevant attribute.

4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.

5. Shall not assist an unqualified person in the unauthorized practice of the profession.

6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

7. Shall not knowingly make false or malicious statements about a colleague.

8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

PRINCIPLE III

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

   A. Willful neglect of duty.

   B. Repeated negligence in performance of duty.

   C. Mental or physical abuse to a child.

   D. Incompetency.

   E. Instructional ineffectiveness.

   F. Unsatisfactory teaching performance.

   G. Commission of an act of moral turpitude.

   H. Abandonment of contract.

2. Subject to the provisions of the Teacher Due Process Act, a probationary teacher may be dismissed or not reemployed for cause.

3. A teacher shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued, if during the term of employment the teacher is convicted in this state, the United States, or another state of:

   A. Any sex offense subject to the Sex Offender Registration Act in this state or subject to another state's or the federal sex offender registration provisions; or

   B. Any felony offense.

4. A teacher may be dismissed, refused employment, or not reemployed after a finding that such person engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties. As used in this subsection:

   A. "Criminal sexual activity" means the commission of an act defined in Section 886 of Title 21 of the Oklahoma Statues, which is the act of sodomy; and

   B. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity

As used in this section, "abandonment of contract" means the failure of a teacher to report at the beginning of the contract term or otherwise perform the duties of a contract of employment when the teacher has accepted other employment or is

performing work for another employer that prevents the teacher from fulfilling the obligations of the contract of employment.

EVALUATION OF PROFESSIONAL STAFF

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

Teachers

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

- Teachers who have been rated "superior" or "highly effective" under the district's TLE system and who have completed a minimum of three (3) consecutive school years with the district may be evaluated every three (3) school years, at the discretion of the building principal and if such practice is permitted by the district's TLE model. For any school year in which a teacher evaluation will not be conducted, the building principal will notify any affected teacher, in writing, that no annual evaluation will be conducted for the teacher that year. A copy of the notice will be included in the employee's personnel file.

- Teachers with three (3) or more consecutive complete school years of service in the school district and who have not been rated "superior" or "highly effective" under the district's TLE system shall be evaluated at least once each school year.

- Teachers with less than three (3) consecutive complete school years of service with the school district will be evaluated at least once per school year and in accordance with the district's TLE model. At a minimum, these teachers will receive formative feedback at least twice per school year, once during the fall semester and once during the spring semester of each school year.

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

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

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

Leaders

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

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

Other

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

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

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

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

OAKS MISSION PUBLIC SCHOOLS BOARD OF EDUCATION POLICY	*Employees – Certified & Administrative* Adopted: August 13, 2019; Revised: August 11, 2022

DYSLEXIA/DYSGRAPHIA AWARENESS PROGRAM

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

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

1. Training in awareness of dyslexia characteristics in students;

2. Training in effective classroom instruction to meet the needs of students with dyslexia; and

3. Available dyslexia resources for teachers, students and parents.

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

1. Training in awareness of dyslexia and dysgraphia characteristics in students;

2. Training in effective classroom instruction to meet the needs of students with dyslexia and dysgraphia; and

3. Available dyslexia and dysgraphia resources for teachers, students and parents.

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

SUSPENSION, DISMISSAL AND NONREEMPLOYMENT OF ADMINISTRATORS

1. Definitions and Scope

   A. ‘‘Administrator" means a duly certified person who devotes a majority of time to service as a superintendent, elementary superintendent, principal, supervisor, vice principal or in any other administrative or supervisory capacity in the school district (Okla. Stat. tit. 70, . § 6-101.3)

   B. "Dismissal" means the discontinuance of the service of an administrator during the term of a written contract.

   C. "Nonreemployment" means the nonrenewal of an administrator's contract upon expiration of the contract.

   D. "Suspension" means the temporary discontinuance of a administrator's services during the term of a contract pending dismissal or nonreemployment.

2. Procedures for Dismissal or Nonreemployment

   A. Commencement of Action

      i. Whenever the superintendent determines that cause exists for a district administrator’s dismissal. nonreemployment, or demotion, the superintendent shall submit a written recommendation to the board of education. The recommendation shall state the proposed action, the reasons for effecting the action, and his/her right to request a hearing before the board of education.

      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 an administrator, the board may initiate dismissal, nonreemployment, or demotion action without a recommendation provided that it adheres to the other provisions of this policy.

   B. Suspension

      Whenever the superintendent or the board of education believes cause exists for an administrator’s dismissal and that the immediate suspension of the administrator would be in the best interests of the children in the district, the board of education or superintendent may suspend the administrator without

notice or hearing. The suspension shall not deprive the administrator of any compensation or other benefits, excluding extra duty compensation, to which he/she would otherwise be entitled under a contract or law. Within ten (10) days after the suspension becomes effective, the board of education shall initiate a hearing for dismissal or demotion pursuant to this policy. However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the administrator's case is finally adjudicated, except such extension shall not include any appeal process.

C. Notice and Hearing

i. Prior to taking action to dismiss, nonreemploy, or demote an administrator, the board clerk or designee shall deliver a copy of the recommendation (or comparable statement of the reasons effecting the action if the board is acting on its own volition) and notice of his/her right to request a hearing before the board of education.

ii. The administrator shall have 10 days to request a hearing before the board of education. Failure to request a hearing within this time frame shall constitute a waiver of the right to a hearing.

iii. The hearing shall commence with a statement to the administrator of the administrator's rights at the hearing. Following this statement, the school administration or a designee for the board of education shall present facts showing the cause for the administrator's dismissal. nonreemployment, or demotion. The administrator shall then have the right to present their side of the matter. After both parties have fully presented their respective positions, the board of education shall deliberate on the evidence regarding the administrator's dismissal. nonreemployment, or demotion in executive session.

iv. At the hearing, the administrator shall be entitled to be represented by counsel, and to present witnesses and cross-examine any witnesses presented by the other side. The burden of proof for any dismissal, nonreemployment, or demotion 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 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, nonreemploy, or demote the administrator. The decision shall be made by a majority of the board of education members present at the meeting and shall be final and nonappealable

vi. The administrator shall be sent notice of the board's decision by certified mail, restricted delivery, return receipt requested, or substitute process.

D. Criminal Matters

Whenever the superintendent (or board) makes a recommendation for a administrator's termination based on conduct which could form the basis of criminal charges sufficient to warrant the denial or revocation of the administrator's certificate for a reason set forth in 70 OKLA. STAT. § 3-104(6)(a), the district shall forward a copy of the recommendation to the State Board of Education and the administrator at the time the recommendation is made regardless of whether the administrator resigns before or after the recommendation is made. A report of such resignation, including any investigatory findings of the school district, shall be forwarded to the State Board of Education.

Reference: 70 OKLA. STAT. § 6-101.25; 70 OKLA. STAT. § 6-101.14; 70 OKLA. STAT.§ 6-101.13