

HARASSMENT

The policy of this school district forbids discrimination against any employee or applicant for employment on the basis of sex. The Turkey Ford Board of Education will not tolerate sexual harassment by any of its employees. This policy applies to non-employee volunteers whose work is subject to the control of school personnel.

General Prohibitions

1. Unwelcome Conduct of a Sexual Nature

- A. Conduct of a sexual nature may include verbal or physical sexual advances, including subtle pressure for sexual activity; touching, pinching, patting, or brushing against; comments regarding physical or personality characteristics of a sexual nature; and sexually-oriented "kidding" "teasing," double meanings, and jokes.
- B. Verbal or physical conduct of a sexual nature may constitute sexual harassment when the allegedly harassed employee has indicated, by his or her conduct, that it is unwelcome.
- C. An employee who has initially welcomed such conduct by active participation must give specific notice to the alleged harasser that such conduct is no longer welcome in order for any such subsequent conduct to be deemed unwelcome.

2. Sexual Harassment

For the purpose of this policy, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment if:

- A. Submission to the conduct is made either an explicit or implicit condition of employment;
- B. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
- C. The conduct substantially interferes with an employee's work performance, or creates an intimidating, hostile, or offensive work environment.

Specific Prohibitions

1. Administrators and Supervisors

- A. It is sexual harassment for an administrator or supervisor to use his or her authority to solicit sexual favors or attention from subordinates when the subordinate's failure to submit will result in adverse treatment, or when the subordinate's acquiescence will result in preferential treatment.
- B. Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees shall be subject to sanctions, as described below.

SEXUAL HARASSMENT (Cont.)**2. Non-administrative and Non-supervisory Employees**

It is sexual harassment for a non-administrative and non-supervisory employee to subject another such employee to any unwelcome conduct of a sexual nature. Employees who engage in such conduct shall be subject to sanctions as described below.

Report, Investigation, and Sanctions

1. It is the express policy of the board of education to encourage victims of sexual harassment to come forward with such claims. This may be done through the Employee Grievance policy.
 - A. Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon sexual favors, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the alleged offending person, the report will be made to the next higher level of administration or supervision, unless it is the superintendent who is the alleged offender. In which case, the complaint shall be referred to the board president.
 - B. Employees are also urged to report any unwelcome conduct of a sexual nature by supervisors or fellow employees if such conduct interferes with the individual's work performance or creates a hostile or offensive working environment.
 - C. Confidentiality will be maintained; however, absolute confidentiality cannot be guaranteed because of due process concerns that arise in sexual harassment investigations. No reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.
2. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. The superintendent has the responsibility of investigating and resolving complaints of sexual harassment.
3. Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to warning, suspension, or termination subject to applicable procedural and due process requirements.

REFERENCE: Title VII of the Civil Rights Act of 1964
29 CFR §1604.1, et seq.
34 CFR Part 106
20 USC §§1681-1688
29 USC §794
42 USC §§2000d-2000d-7
42 USC §§2000e-2000e-17
42 USC §2000e-2

NONDISCRIMINATION

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

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

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

Turkey Ford School
District

23900 S. 670 Rd.
Street Address

(918) 786-4902
Telephone

Wyandotte, OK 74370
City, State, Zip

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 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.

RECORDS INVESTIGATION

The Turkey Ford Board of Education believes that it has a responsibility to employ only those persons who are qualified in every respect. The board further believes that it should avail itself of means and methods provided by the legislature to assist in the selection of employees. Therefore, it is the policy of this board of education that a felony records check shall be conducted of all prospective employees. A written consent will be required from the prospective employee consenting to a felony records check to be conducted as authorized by Oklahoma law. The records check shall be initiated by the school district's written request, through the superintendent, to the State Department of Education. Effective November 1, 2012, the school district may contract with a third-party vendor who is a member in good standing with the National Association of Professional Background Screeners to perform any and all employment screenings, background checks, and credit checks.

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

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

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

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

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

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

RECORDS INVESTIGATION (Cont.)

TECHNOLOGY CENTER SCHOOLS ONLY:

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

REFERENCE: 70 O.S. §5-142

THIS POLICY REQUIRED BY LAW

TEACHER ASSISTANTS

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

Teacher assistants are paraprofessionals within the school district. All paraprofessionals must have earned a high school diploma or its equivalent. Paraprofessionals hired after January 7, 2002, to work with identified Title I students must have completed at least two years of study at an institution of higher education; obtained at least an associate's degree; or met a rigorous standard of quality and can demonstrate through a formal state or local academic assessment the knowledge of and ability to assist in the instruction of reading, writing, or mathematics or the instruction of readiness of these subjects. Paraprofessionals working with identified Title I students who were hired before January 8, 2002, have until the end of the 2005-2006 school year to meet these standards. The district will not hire Title I paraprofessionals who do not meet these standards. If the district *[is/becomes]* a school-wide Title I school district, all paraprofessionals in the district must meet these standards.

Exception to these requirements may be made with regard to paraprofessionals who act as translators or who coordinate parent involvement activities.

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

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

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

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

TEACHER ASSISTANTS (Cont.)

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

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

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

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

REFERENCE: 70 O.S. §6-127, §18-113.1, et seq.
P. L. 107-110, No Child Left Behind Act of 2001

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

TITLE I PARAPROFESSIONALS

It is the policy of the Turkey Ford Board of Education that Title I paraprofessionals will be employed for the school term only. If Title I funds are received by the district, employment will be offered if the educational need exists and if the applicant possesses the required level of requisite skills as prescribed in the appropriate State Department of Education regulations and the *No Child Left Behind Act*.

All paraprofessionals must have earned a high school diploma or its equivalent. Paraprofessionals hired after January 7, 2002, must have completed at least two years of study at an institution of higher education; obtained at least an associate's degree; or met a rigorous standard of quality and can demonstrate through a formal state or local academic assessment the knowledge of and ability to assist in the instruction of reading, writing, or mathematics or the instruction of readiness of these subjects. Paraprofessionals hired before January 8, 2002, have until the end of the 2005-2006 school year to meet these standards. The district will not hire Title I paraprofessionals who do not meet these standards.

Exception to these requirements may be made with regard to paraprofessionals who act as translators or who coordinate parent involvement activities.

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

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

REFERENCE: P.L. 107

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

STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS

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

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

**PRINCIPLE I
COMMITMENT TO THE STUDENTS**

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

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

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

STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS (Cont.)**PRINCIPLE II
COMMITMENT TO THE PROFESSION**

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

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

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

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

PRINCIPLE III

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

STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS (Cont.)

- A. Willful neglect of duty.
 - B. Repeated negligence in performance of duty.
 - C. Mental or physical abuse to a child.
 - D. Incompetency.
 - E. Instructional ineffectiveness.
 - F. Unsatisfactory teaching performance.
 - G. Any reason involving moral turpitude.
- 2. Pursuant to the Teacher Due Process Act, a probationary teacher may be dismissed or not reemployed for cause.
 - 3. A teacher convicted of a felony shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued.
 - 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:
 - A. "Criminal sexual activity" means the commission of an act defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
 - B. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity (70 O.S. §6-101.22).

REFERENCE: 70 O.S. §6-101.21, et seq.

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

CONFLICTS OF INTEREST

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

Purpose

The purpose of this policy is, first, to identify activities of employees and board members that may constitute willful neglect of duty and, thus, should be prohibited and, second, to further identify activities that, although they do not constitute prohibited activities, should be disclosed to the superintendent and so create a duty to disclose those activities.

Scope

The policy applies to personnel of all levels within the district, including teachers, administrators, and all other employees. All references to "employees" in this policy shall apply to all of the foregoing.

Use of District Property

Personal property acquired by the district is intended for use by employees of the district within the scope of their employment. Use of school property, including, but not limited to, teaching materials, computer software and hardware, electronic equipment, and other equipment, outside of the scope of the employee's employment is prohibited without the express written consent of the superintendent. The district will consider the use of its property without such consent, even if the user intends to return the property to the district, to be willful neglect of duty and grounds for termination of employment.

Contracts and Business Arrangements

1. Contracts with Board Members

All employees are expected to be aware of the provisions of 70 O.S. §5-124 with respect to prohibited contracts with members of the board of education. No employee shall enter into a contract or business relationship with any member of the board of education without notifying the superintendent in writing. If the superintendent determines that such business relationship or contract violates this or any other provision of law prohibiting such contracts, the superintendent may prohibit the employee from engaging in the proposed activity. Failure of an employee to comply with this provision or the directive of the superintendent shall be considered willful neglect of duty and grounds for termination of employment.

2. Disclosure of Other Contracts and Business Arrangements

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

CONFLICTS OF INTEREST (Cont.)

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

Any violation of the foregoing reporting requirements will be considered willful neglect of duty and grounds for termination of employment.

3. Contracts or Employment Relationships Between Employees

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

District employees who hire or use the services of other district employees for personal benefit during times other than normal employment hours should do so in such a manner as to avoid the appearance that the work or employment is being done as a condition of employment or is being done during normal employment hours. Employees who hire or use the services of other employees are encouraged both to enter into such written agreements or keep such documentation as may be necessary to show that this policy is not being violated and to voluntarily disclose such written arrangements to the board of education through the office of the superintendent. Violation of this section will be considered willful neglect of duty and grounds for termination of employment.

School facilities, such as the bid assistance center, are available to the public at large. District employees who have an interest in businesses that may be using school services available to the public are encouraged to avoid situations that may cause the appearance of impropriety and are discouraged from heavy use of these types of services.

4. Other Prohibited Activities

In addition to the foregoing, the board of education prohibits any employee from receiving a monetary benefit as the result of any contract between a non-employee and the district without disclosure to the superintendent and the consent of the superintendent. Any gifts received by any employee that directly or indirectly relate to his or her employment shall be immediately reported to the superintendent. Violation of these rules will be considered willful neglect of duty and grounds for termination of employment. Without limiting the above, examples of activities that would violate this policy include receipt of gifts or money by employees in exchange for favors or other services rendered or arrangements whereby an employee receives a portion of a full or part-time teacher's salary in exchange for promoting such person for employment. All employees should be aware that such activities may constitute a criminal violation of either state or federal law. One of the purposes of this policy is to enable the district to identify in advance any arrangements that may violate the law.

CONFLICTS OF INTEREST (Cont.)

Outside Activities of Full-time Employees

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

It is the express policy of the board of education that full-time employees devote their full efforts to their assigned activities during their normal business hours on the campus. Employees are prohibited from engaging in outside business activities or employment while on duty on the campus as such activity can constitute willful neglect of duty and grounds for termination of employment.

EMPLOYMENT PRACTICES

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

The district will provide reasonable assurance in writing to support employees that the district intends to employ for the subsequent school year no later than June 1 each year.

The superintendent shall recommend candidates for administrative, support, and certified positions to the board.

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

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

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

CROSS-REFERENCE: Policy DOAC, Suspension, Demotion, or Termination of Support Personnel

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

DRUG-FREE WORKPLACE

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

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

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

THIS POLICY REQUIRED BY LAW.

WORKPLACE DRUG AND ALCOHOL TESTING (REGULATIONS)

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

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

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

Substances tested shall be for drugs and alcohol.

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

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

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

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

WORKPLACE DRUG AND ALCOHOL TESTING, REGULATIONS (Cont.)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 the district shall provide evidence of having met all licensing and/or certification requirements of the State Board of Health including the following:

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

Testing Results

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

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

WORKPLACE DRUG AND ALCOHOL TESTING, REGULATIONS (Cont.)

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

Confidentiality

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

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

WORKPLACE DRUG AND ALCOHOL TESTING, REGULATIONS (Cont.)Other Provisions

Drug/alcohol tests require 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.

WORKPLACE DRUG AND ALCOHOL TESTING

It is the policy of this board of education to 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 this policy 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.

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.

All employees subject to CDL requirements shall be prohibited from:

1. The use of drugs, unless a written prescription from a licensed medical specialist is provided;
2. The use of alcohol:
 - A. while on duty;
 - B. four hours before driving;
 - C. eight hours following an accident;
3. Driving a vehicle or performing safety-sensitive functions while having a breath-alcohol concentration of .04 percent or greater as indicated by an alcohol breath test.

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).

WORKPLACE DRUG AND ALCOHOL TESTING (Cont.)

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.

The school district shall maintain the results of any drug/alcohol test in confidentiality. 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.

Drug/alcohol tests required pursuant to this policy will be conducted during 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 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.

WORKPLACE DRUG AND ALCOHOL TESTING (Cont.)

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.

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.

The superintendent is directed to prepare regulations to implement and support this policy. When approved by the board of education, such regulations will be incorporated into this policy and will become a part hereof.

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

WORKPLACE DRUG AND ALCOHOL TESTING (REGULATION)

The following regulations implement and support the policy of the board of education regarding drug and alcohol testing of applicants and employees:

Drug and alcohol testing standards and procedures of this school district shall conform fully with 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.; and

WORKPLACE DRUG AND ALCOHOL TESTING (Cont.)

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.

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 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.
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 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. 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 while employed by the district.

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.

WORKPLACE DRUG AND ALCOHOL TESTING (Cont.)

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.
3. The superintendent will review the facts. If the superintendent believes that reasonable suspicion does exist, the superintendent will convene an advisory panel to recommend whether or not the employee should be directed to take a drug screening. The panel will be comprised of the a disinterested party designated by the superintendent, the school nurse, and an administrator to be designated by the employee.
4. The employee shall be notified in writing of the allegations, the right to select an administrator for the advisory panel, the hearing procedures to be followed, and the right to representation of the employee's choosing during the hearing.
5. By signing a voluntary consent form, the employee may agree to submit to drug screening, in which case a hearing may not be necessary.
6. The panel will meet as soon as possible, but no later than five working days after the employee has been notified of the allegations. The employee will be given an opportunity to respond to the allegations. The panel will consider the facts and make a recommendation to the superintendent within two days after the hearing.
7. The superintendent will notify the employee in writing of the recommendation of the panel and issue the directive to require the employee to take the drug screening, if appropriate.

SICK LEAVE CERTIFIED PERSONNEL

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

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

SICK LEAVE, CERTIFIED PERSONNEL (Cont.)

- 8. After an employee has exhausted all accumulated sick leave, personal leave, and vacation time, the employee may be eligible for up to 12 work weeks of unpaid leave under the family leave policy.
- 9. Sick leave benefits may not be paid in addition to workers' compensation benefits.

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

CROSS-REFERENCE: Policy DECBH, Family Leave

PERSONAL BUSINESS LEAVE

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

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

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

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

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

1. Pleasure trips or vacations

PERSONAL BUSINESS LEAVE (Cont.)

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

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

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

TURKEY FORD SCHOOL BEREAVEMENT LEAVE

It is the policy of the board of education that each certified and support employee of Turkey Ford School shall be allowed three (3) days in the case of each death in the immediate family of the employee. Immediate family shall include mother, father, sisters/brothers, grandparents, aunts/uncles, nieces/nephews, children, grandchildren, spouse, mother/father-in law, grandparents in-law and brother/sister-in law. Two (2) additional days may be granted when needed upon approval of the local Board of Education if a valid need exists. These days shall not be chargeable to sick leave and will be noncumulative.

**LEAVE: EMERGENCY
CERTIFIED PERSONNEL**

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

REFERENCE: 70 O.S. §6-104

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.

**LEAVE: JURY DUTY
CERTIFIED PERSONNEL**

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

REFERENCE: 70 O.S. §6-104

FAMILY LEAVE

It is the policy of the board of education to provide up to 12 work weeks of unpaid leave to employees who have been employed at least one year in this school district, who have worked at least 1,250 hours during the previous 12-month period, and who have exhausted their sick leave, personal leave, and vacation time.

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

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

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

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

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

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

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

FAMILY LEAVE (Cont.)

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.

NOTE: A board may decide whether to extend continuation of coverage to life, dental, and vision insurance, but should know extensions are not required by the FMLA and there can be a substantial cost to the district in doing so. One option that is cost effective and still protects employees while they are on unpaid leave is to permit employees to retain ancillary insurances by reimbursing the district for the full cost of the premiums during the leave period.

REFERENCE: 29 CFR pt. 825
P.L. 103-3

TURKEY FORD SCHOOL DISTRICT

Family and Medical Leave Policy

It is the policy of the Turkey Ford School District to comply fully with the requirements of the Family and Medical Leave Act of 1993 (the "Act"). This Act requires that a covered employer provide up to twelve (12) work weeks of unpaid leave to eligible employees. "Eligible employees" are those employees who: (1) have been employed for at least one year by the Turkey Ford School District; and (2) worked at least 1,250 hours during the previous twelve-month period; and (3) have requested leave for a reason covered by the Act.

REASONS FOR LEAVE

All eligible employees who meet the Act's requirements may be granted a total of twelve (12) work weeks [i.e., sixty (60) work days] of unpaid family leave and paid sick, vacation and personal leave combined (during any year as defined below) for the following reasons:

- (1) For the birth of a child and to care for such child, or placement for adoption or foster care of a child;
- (2) To care for a spouse, child or parent with a serious health condition; or
- (3) For a serious health condition of the employee that makes the employee unable to perform his or her job functions.

The term "serious health condition" means one which requires either in-patient care, or continuing treatment by a health care provider. This term is intended to cover conditions or illnesses affecting health to the extent that in-patient care is required, or absences are necessary on a recurring basis or for more than just a few days. A "serious health condition" does not cover short-term conditions for which treatment and recovery are very brief. Such conditions would normally be covered by the District's sick leave policies.

The term "year" as used in this Policy shall mean a rolling 12-month period measured backward from the date an employee uses any leave.

AVAILABILITY OF LEAVE

In determining the availability of leave the District will consider the leave available to a person (whether paid or unpaid) by virtue of existing employment conditions. The intent of the District is to insure that each individual covered by the Act shall have the leave benefits available as a result of the law's requirements. It is not the intent of the District or this policy to provide leave benefits that exceed those authorized by rule, policy or existing law as supplemented by the Act. Thus, an eligible employee must use any accrued paid vacation leave, personal leave and sick leave for any part of the twelve (12) week period. It is the policy of the District that all paid non-Act leave will be used first.

An employee requesting leave for one of the reasons authorized by the Act will be entitled to the leave available by virtue of existing leave policies. In the event the application of these policies results in less leave than is required by the Act an eligible individual will be entitled to such additional leave as is necessary to result in the minimum leave specified in the Act for covered individuals.

Where the employee's spouse is also employed by the District, the total number of work weeks of Act leave to which both spouses are entitled is limited to twelve (12) work weeks during a year if such leave is for the birth of a child or to care for a child or for placement for adoption or foster care of a child.

APPLICATION FOR LEAVE

An employee requesting leave must complete an "Application for Family or Medical Leave." The application must state the reason for the leave, the duration of the leave (if known), and the starting and ending dates of the leave. An application can be obtained from the office of the Superintendent.

The application for leave must be submitted at least thirty (30) days before family or medical leave because of an expected birth or placement of a child, or because a planned medical treatment is to begin. If, for reasons beyond the employee's reasonable control, the leave is to begin in less than thirty (30) days, an employee must give notice to his or her immediate supervisor and to the office of the Superintendent as soon as is practicable, ordinarily within one or two school days of when the employee learns of the need for leave.

In the absence of an application for leave from an eligible employee the District may, in its discretion, place an eligible employee on FMLA leave if the employee is absent for any of the reasons set forth above in the "Reasons for Leave" provisions.

LEAVE BASED ON A SERIOUS HEALTH CONDITION

A "Medical Certification Statement" must accompany an application for leave based on the serious health condition of the employee or the employee's spouse, child or parent. This statement must be completed by the applicable health care provider. It must state the date on which the health condition began, the estimated duration of the condition, and the relevant medical facts related to the condition.

If the employee has a serious health condition the certification must state that the employee cannot perform the functions of his or her position. Likewise, when the employee is prepared to return to work he or she must provide certification by his or her health care provider that the employee is able to resume work. The District reserves the right to require the employee to obtain a second medical opinion at the District's expense. If the opinions of the first and second health care provider differ, the District may require a third opinion from a health care provider mutually agreed upon by the District and the employee. The third opinion shall be final and binding.

The District may require subsequent certifications to support FMLA leave but not more often than every thirty (30) days unless the employee: (1) requests an extension of leave; (2) changed circumstances occur regarding the illness or injury; or (3) the District receives information that casts doubt on the validity of an existing certification.

In the event the employee is applying for leave to care for a spouse, child or parent, the certification must state that fact along with an estimate of the amount of time the employee will need.

INTERMITTENT LEAVE OR LEAVE ON A REDUCED LEAVE SCHEDULE

An employee may request to use available leave intermittently or on a reduced leave schedule. Where leave is requested in connection with a serious health condition of the employee or his or her immediate family member, the request for leave must be supported with a certification from the health care provider that such leave is medically necessary and stating the expected duration and schedule of such leave. There must be a medical need for

the leave and evidence that the medical need can best be accommodated through an intermittent or reduced leave schedule. Any eligible employee seeking leave on an intermittent or reduced leave basis must obtain and complete a request for leave and must submit the medical certification required.

Intermittent or reduced leave may also be taken in connection with the birth or because of the placement for adoption or foster care of a child. However, intermittent leave or leave on a reduced leave schedule for this purpose may only be taken with the approval of the District.

In either instance, whether because such leave is medically necessary or in connection with the birth or placement of a child, the employee must try to schedule the leave so as not to unduly disrupt the District's operations. In the event the employee takes intermittent leave or reduced leave the District reserves the right to place the employee in an alternative position which better accommodates intermittent or reduced leave.

When an instructional employee requests intermittent or reduced leave for planned medical treatment for more than twenty percent (20%) of the total number of working days in the period during which the leave would be used, the District may require the employee to elect either to (1) take leave for a "particular duration" or time which is not greater than the duration of the planned treatment, or (2) be transferred to an alternative position. If the instructional employee requesting intermittent leave or leave on a reduced leave schedule does not give proper notice as required the District may deny the taking of leave until thirty (30) days after notice was provided, or may require the employee to take leave for either a "particular duration" or accept an alternative position.

LEAVE TAKEN NEAR THE END OF AN ACADEMIC TERM

If an instructional employee begins any type of covered leave more than five (5) weeks before the end of a term, and if the leave will last at least three (3) weeks and the employee would otherwise return to work during the three (3) weeks before the end of the term, the District may require the employee to continue taking leave until the end of the term.

If an instructional employee takes leave for a reason other than the employee's own serious health condition which commences during the five (5) weeks before the end of the term, and if the leave will last more than two (2) weeks and the employee would otherwise return to work during the last two (2) weeks of the term, the District may require the employee to continue taking leave until the end of the term.

If an instructional employee takes leave for a reason other than the employee's own serious health condition which begins during the last three (3) weeks of the term, and if the leave will last more than five (5) working days, the District may require the employee to take leave until the end of the term.

For the purposes of this Policy, the word "term" means the first term or Fall semester term of each academic year and the second term or Spring semester term of each academic year.

THE EFFECT OF LEAVE ON BENEFITS

During a period of family or medical leave, an employee will be retained on the District's medical insurance plan under the same conditions that applied before leave began. In order to continue medical insurance coverage the employee must continue to make any contributions that he or she made to the plan before leave. Failure of the employee to pay his or her share of the medical insurance premium may result in a loss of coverage. The employee is required to pay all of the premiums for any other type of insurance coverage which may exist.

If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the District for payment of health insurance premiums during the family or medical leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing his or her job or to circumstances beyond the employee's control.

The employee may not accrue any seniority or employment benefits that would have accrued if not for the taking of leave. However, the employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began.

REINSTATEMENT TO FORMER POSITION

An employee generally is entitled to be restored to an equivalent position and to equivalent conditions of employment. This may not be applicable to employees who are designated as "highly compensated employees". The District cannot guarantee that an employee will be returned to his or her original job. A determination as to whether a position is an "equivalent position" will be made by the District. A highly compensated employee is one who is salaried, and is "among the highest paid 10 percent" of the employees employed within 75 miles of the employee's worksite. An employee who qualifies as a "highly compensated"

employee may be denied restoration to employment if necessary to prevent substantial and grievous economic injury to the operations of the District.

An employee who is ready to return from leave must complete a "Notice of Intention to Return from Family or Medical Leave" before he or she can be returned to work. An employee may return to work before the expiration of a family or medical leave of absence. In this event notification must be given to the employee's supervisor at least five (5) working days prior to the employee's planned return.

FAILURE TO RETURN FROM LEAVE

The failure of an employee to return to work upon the expiration of a family or medical leave of absence will subject the employee to immediate termination unless an extension is granted.

Any termination, as a result of this provision, is subject to the same rights as a termination for cause. An employee who requests an extension of family leave or medical leave due to the continuance, recurrence or onset of her or his own serious health condition, or the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the employee's immediate supervisor with a copy to the office of the Superintendent. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period.

INTERPRETATION OF ACT

The District intends to remain faithful to the requirements of the Act. Questions regarding the interpretation, administration, and application of the Act to eligible employees shall be resolved by reliance on the FMLA and its interpretive regulations. Where relevant, the District will also consider its policies, rules, practices, and negotiated agreements.

* * *

NOTICE OF INTENTION TO RETURN FROM LEAVE

Name: _____

Principal or Supervisor: _____

Date leave commenced: _____

Date of planned return: _____

I understand that my reinstatement is subject to the following conditions:

(a) As a condition of reinstatement, I must provide a written certification from my health care provider that I am able to resume working and can perform, with or without reasonable accommodation, the essential functions of my position.

(b) I understand that every attempt will be made to restore me to my original position. However, if my original position is unavailable, I will be placed in an equivalent position with equivalent pay and benefits. (This section may not apply to key employees.)

(c) I understand that as an employee returning from family or medical leave I shall not be entitled to the accrual of any time or employment benefits during my period of leave.

Date

Employee's Signature

STATEMENT OF HEALTH CARE PROVIDER

I have examined _____ and can certify that he/she is fully able to resume working. If not fully able to perform job, please attach a statement explaining the employee's fitness to return to work.

Date

Health Care Provider

APPLICATION FOR FAMILY OR MEDICAL LEAVE

Name: _____

Current address: _____

Position: _____

School or Worksite: _____

Beginning date of leave: _____

Expected date of return to work: _____

Reason for leave request (explain): _____

If family leave to care for a seriously ill family member is requested, state:

1. Name of family member: _____

2. Relationship of family member to you: _____

3. Describe care you will provide: _____

Name and Mailing Address of Health Care Provider(s): _____

MEDICAL CERTIFICATION

A leave request, based on an employee's serious health condition or the serious health condition of an employee's spouse, child or parent, must be accompanied by a medical certification from an attending health care provider or providers.

EMPLOYEE'S STATEMENT

I hereby authorize the School District to contact my health care provider(s) to verify the reason for my requested leave or for any other information concerning my requested family or medical leave. I understand that this authorization will be used only if a medical certification is not received or it is incomplete.

I understand that a failure to return to work at the end of my leave period may be treated as a resignation and will serve as a basis for discharge unless an extension has been agreed upon and approved in writing by the Superintendent of Schools.

Date

Employee's Signature

Approved by:

Employee's Immediate Supervisor

Superintendent of Schools

**APPLICATION FOR FMLA INTERMITTENT LEAVE
OR LEAVE ON A REDUCED SCHEDULE**

Name: _____

Current Address: _____

Position: _____

School or Worksite: _____

State whether you are requesting intermittent leave or leave on a reduced schedule:

_____ Intermittent Leave

Beginning date of leave: _____

Ending date of leave: _____

_____ Leave on a reduced schedule

Schedule requested: _____

Beginning date of revised schedule: _____

Date reduced leave expected to terminate: _____

Describe the reason for a request
of intermittent or reduced leave: _____

If leave is based on medical necessity of an individual other than the employee state:

Family member: _____

Relationship to employee: _____

Name and address of
Health Care Provider(s): _____

If leave is requested in connection with the birth or placement of a child, please note that the leave is subject to the approval of the District.

EMPLOYEE'S STATEMENT

I hereby authorize the School District to contact my health care provider to verify the reason for my requested leave or for any other information concerning my requested family or medical leave if the medical certification has not been received or has not been fully completed.

I understand that a failure to return to work at the end of my leave period may be treated as a resignation and will serve as a basis for discharge unless an extension has been agreed upon and approved in writing by the Superintendent of Schools.

Date

Employee's Signature

Approved by:

Employee's Immediate Supervisor

Superintendent of Schools

**MEDICAL RELEASE
AUTHORIZATION FOR ACCESS BY PATIENT
OR DISCLOSURE OF PROTECTED HEALTH INFORMATION**

Patient Name: _____
Date of Birth: _____

Medical Record #: _____
Social Security #: _____

I hereby authorize my physician or other health care provider, _____, to disclose my Protected Health Information, as described below and that is necessary to process my leave request, to the following:

TURKEY FORD SCHOOL DISTRICT
Attention: Office of the Superintendent
Name of Individual/Facility/Company to Receive PHI

Address: _____

Information authorized for use or disclosure, or to be obtained:

- All medical information concerning this patient.
- Medical information of this patient compiled between _____ to _____
- Only: Medical information relevant to requested family medical leave.

Dates of Treatment, if known: _____

The information will be obtained, used, or disclosed for the following purpose(s) only:

- Insurance Continued treatment Legal At the request of the patient or patient's representative
- Other (specify) to determine eligibility for family medical leave

I understand:

- I may revoke this authorization at any time, in writing, except revocation will not apply to information already used or disclosed in response to this authorization. I may revoke this document by presenting my written revocation as provided in the Notice of Privacy Practices. Unless revoked or otherwise indicated, the automatic expiration date will be one year from the date of signature or upon occurrence of the following event: _____
- I release the entities listed above, their agents and employees from any liability in connection with the use or disclosure of the protected health information covered by this authorization. The entity authorized to disclose the information will not be compensated by the recipient for the disclosure, except for the cost of copying and mailing as authorized by law.
- Information used or disclosed pursuant to this authorization may be subject to redisclosure by the recipient and no longer protected by federal law. However, the recipient may be prohibited from disclosing substance abuse information under the Federal Substance Abuse Confidentiality Requirements.
- I have the right to inspect the health information to be released and I may refuse to sign this authorization.
- Unless the purpose of this authorization is to determine payment of a claim for benefits, the requesting entity will not condition the provision of treatment or payment for my care on my signing this authorization.

I understand that my medical information may indicate that I have a communicable or venereal disease which may include, but is not limited to, diseases such as hepatitis, syphilis, gonorrhea or the human immunodeficiency virus, also known as Acquired Immune Deficiency Syndrome (AIDS). I further understand that my medical information may indicate that I have or have been treated for psychological or psychiatric conditions or substance abuse.

Signature of Patient or Legal Representative

Date

Description of Legal Representative's Authority

Expiration Date of Authorization

NOTICE OF RIGHTS: Information in your medical record that you have or may have a communicable or venereal disease is made confidential by law and cannot be disclosed without your permission except in limited circumstances including disclosure to persons who have had risk exposures, disclosure pursuant to an order of the court of the Department of Health, disclosure among health care providers or disclosure for statistical or epidemiological purposes. When such information is disclosed, it cannot contain information from which you could be identified unless disclosure of that identifying information is authorized by you, by an order of the court or the Department of Health or by law.

CERTIFICATION OF HEALTH CARE PROVIDER
(FAMILY AND MEDICAL LEAVE ACT OF 1993)

1. Employee's Name: _____
2. Patient's Name (if different from employee): _____
3. The attached sheet describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition^{1/} qualify under any of the categories described? If so, please check the applicable category.
 (1)____ (2)____ (3)____ (4)____ (5)____ (6)____, or None of the above _____
4. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

- 5.a. State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present incapacity^{1/} if different):

- b. Will it be necessary for the employee to take work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in Item 6 below)? _____
 If yes, give the probable duration:

- c. If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated^{2/} and the likely duration and frequency of episodes of incapacity^{2/}:

- 6.a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments.

^{1/} Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

^{2/} "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

If the patient will be absent from work or other daily activities because of treatment on an intermittent or part-time basis, also provide an estimate of the probable number and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

- b. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments.
 - c. If a **regimen of continuing treatment** by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):
- 7.a. If medical leave is required for the employee's **absence from work** because of the **employee's own condition** (including absences due to pregnancy or a chronic condition), is the employee **unable to perform work** of any kind? _____
- b. If able to perform some work, is the employee **unable to perform one or more of the essential functions of the employee's job** (attached is information about the essential job functions)? _____ If yes, please list the essential functions the employee is unable to perform:
 - c. If neither a. nor b. applies, is it necessary for the employee to be **absent from work for treatment**? _____
- 8.a. If leave is required to **care for a family member** of the employee with a serious health condition, **does the patient require assistance** for basic medical or personal needs or safety, or for transportation? _____
- b. If no, would the employee's presence to provide **psychological comfort** be beneficial to the patient or assist in the patient's recovery? _____
 - c. If the patient will need care only **intermittently** or on a part-time basis, please indicate the probable duration of this need:

(Signature of Health Care Provider)

(Type of Practice)

(Address)

(Telephone Number)

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

(Employee Signature)

(Date)

A "**Serious Health Condition**" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity^{2/} or subsequent treatment in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

(a) A period of incapacity^{2/} of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity^{2/} relating to the same condition), that also involves:

(1) **Treatment^{4/} two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (*e.g.*, physical therapist) under orders of, or on referral by, a health care provider; *or*

(2) **Treatment** by a health care provider on **at least one occasion** which results in a **regimen of continuing treatment^{4/}** under the supervision of the health care provider.

3. Pregnancy

Any period of incapacity due to **pregnancy**, or for **prenatal care**

4. Chronic Conditions Requiring Treatments

A **chronic condition** which:

(1) Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;

(2) Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and

(3) May cause **episodic** rather than a continuing period of incapacity^{2/} (*e.g.*, asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of **incapacity^{2/}** which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of,**

^{2/} Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

^{4/} A regimen of continuing treatment includes, for example, a course of prescription medication (*e.g.*, an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive **multiple treatments** (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for **restorative surgery** after an accident or other injury, **or** for a condition that **would likely result in a period of incapacity^{2/} of more than three consecutive calendar days in the absence of medical intervention or treatment**, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

**EMPLOYER RESPONSE TO EMPLOYEE
REQUEST FOR FAMILY OR MEDICAL LEAVE
(FAMILY AND MEDICAL LEAVE ACT OF 1993)**

(Date)

TO:

(Employee's Name)

FROM:

(Name of appropriate employer representative)

SUBJECT: Request for Family/Medical Leave

On _____, you notified us of your need to take family/medical leave due to:
(date)

- the birth of your child, or the placement of a child with you for adoption or foster care; or
- a serious health condition that makes you unable to perform the essential functions of your job; or
- a serious health condition affecting your spouse, child, parent, for which you are needed to provide care.

You notified us that you need this leave beginning on _____ and that you
(date)
need leave to continue until, on or about _____.
(date)

Except as explained below, you have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

This is to inform you that *(check appropriate boxes, explain where indicated)*:

- 1. You are **eligible** **not eligible** for leave under the FMLA.

2. The requested leave **will will not** be counted against your annual FMLA leave entitlement.
3. You **will will not** be required to furnish medical certification of a serious health condition. If required, you must furnish certification by _____
(insert date) (must be at least 15 days after you are notified of this requirement) or we may delay the commencement of your leave until the certification is submitted.
4. You may elect to substitute accrued paid leave for unpaid FMLA leave. We **will will not** require that you substitute accrued paid leave for unpaid FMLA leave. If paid leave will be used the following conditions will apply: *(Explain)*
- _____
- _____
- _____
- 5(a). If you normally pay a portion of the premiums for your health insurance, these payments will continue during the period of FMLA leave. Arrangements for payment have been discussed with you and it is agreed that you will make premium payments as follows: *(Set forth dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee)*
- 5(b). *You have a minimum 30-day* (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be canceled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work. We **will will not** pay your share of health insurance premiums while you are on leave.
- 5(c). We **will will not** do the same with other benefits (e.g., life insurance, disability insurance, etc.) while you are on FMLA leave. If we do pay your premiums for other benefits, when you return from leave you **will will not** be expected to reimburse us for the payments made on your behalf.
6. You **will will not** be required to present a fitness-for-duty certificate prior to being restored to employment. If such certification is required but not received, your return to work may be delayed until the certification is provided.
- 7(a). You **are are not** a "key employee" as described in § 825.218 of the FMLA regulations. If you are a "key employee," restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and

grievous economic injury to us.

- 7(b). We **have have not** determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic hardship to us. *(Explain (a) and/or (b) below. See § 825.219 of the FMLA regulations.)*

- 8. While on leave, you **will will not** be required to furnish us with periodic reports every _____ *(indicate interval of periodic reports, as appropriate for the particular leave situation of your status and intent to return to work (see § 825.309 of the FMLA regulations)).* If the circumstances of your leave change and you are able to return to work earlier than the date indicated on the reverse side of this form, you **will will not** be required to notify us at least two work days prior to the date you intend to report for work.

- 9. You **will will not** be required to furnish recertification related to a serious health condition. *(Explain below, if necessary, including the interval between certifications as prescribed in § 825.308 of the FMLA regulations.)*

SICK LEAVE SUPPORT PERSONNEL

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

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

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. §6-101.40
70 O.S. §6-104
Atty. Gen. Op. No. 84-12

EXPENSE REIMBURSEMENT

It is the policy of the Turkey Ford School 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

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 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.

The school will reimburse reasonable costs, subject to the availability of funds, for approved and documented travel. Lodging expense will be reimbursed at the state government rate. Rates in excess of the state government rate may be approved by the board.

Meal costs will be reimbursed at \$6 per meal or \$19 per day. 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. The only documentation required will be proof of attendance at a meeting or workshop, e.g., an agenda. Per diem will not exceed \$25.00 per day and is only reimbursable when an overnight stay is required.

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

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 35 cents per mile using the most recent map available 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.

The custodian of a school activity fund may provide cash advances to sponsors for travel expenses on behalf of school district students and sponsor of certain school activities. The cash advances may come only from the school activity subaccount directly involved in the travel of such students or sponsor and only if the travel is one of the stated functions or purposes for the establishment of the subaccount. Receipts must be turned in to the custodian.

REFERENCE: 70 O.S. §5-117

CROSS-REFERENCE: Policy CFB, Activity Funds

Adoption Date:

02 - 06

Revision Date(s):

Page 1 of 1

Travel Request

Complete two weeks prior to scheduled meeting date. This form is for expenses which you will incur and will be reimbursed for directly. Other expenses you know, but will not directly pay for should be completed on another purchase request. Submit forms to your superintendent's office.

Name _____

Meeting and Purpose _____

Location of Meeting _____

Beginning date: _____ through _____

Estimated Expenses:

Lodging \$ _____

Meals \$ _____

Travel _____ Miles at .32 per mile \$ _____

Registration \$ _____

Other \$ _____

Total Estimated Expenses \$ _____

Approved – Superintendent _____ date _____.

_____ date _____.

**STUDENT ACTIVITIES
EXPENSE REIMBURSEMENT**

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

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

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

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

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

REFERENCE: 70 O.S. §5117

THIS POLICY REQUIRED BY LAW.

Category of Measure	Approved Measures	Examples of Possible 5-Tier Rating Scales
Surveys	<ul style="list-style-type: none"> • Gallup Student Poll • Tripod Student Perception Survey 	<ul style="list-style-type: none"> 5 – 90% approval rating with 75% response rate 4 – 80% approval rating with 75% response rate 3 – 70% approval rating with 75% response rate or 80% approval rating with 50% response rate 2 – 60% approval rating with 75% response rate or 70% approval rating with 50% response rate 1 – Less than 60% approval rating with 75% response rate or less than 70% approval rating with 50% response rate
Student Competition	<ul style="list-style-type: none"> • National, State, Area, or Regional Competitions (Sponsored or OSSAA or similar organization) • Robotics Competitions • State Science Fair 	<ul style="list-style-type: none"> 5 – 1st or 2nd place in area competition 4 – 3rd or 4th place in area competition 3 – 1st or 2nd place in regional competition 2 – Invitation to regional competition 1 – No invitation to regional competition 5 – 20% increase in students who qualify to compete 4 – 15% increase in students who qualify to compete 3 – 10% increase in students who qualify to compete 2 – 5% increase in students who qualify to compete 1 – less than 5% increase in students who qualify to compete

Category of Measure	Approved Measures	Examples of Possible 5-Tier Rating Scales
Miscellaneous	<ul style="list-style-type: none"> • IEP Goal Attainment • Linguifolio • Service Learning Project Portfolios • Student Community Service Project Portfolios • Teacher/Leader Portfolios • Third Grade Promotion • State-, District- and/or Consortium-Developed Benchmark Assessments 	<p>5 – 100% of Students Meeting All IEP Goals</p> <p>4 – 90% of Students Meeting All IEP Goals</p> <p>3 – 80% of Students Meeting All IEP Goals</p> <p>2 – 70% of Students Meeting All IEP Goals</p> <p>1 – Less than 70% of Students Meeting All IEP Goals</p> <p>Each measure in the Miscellaneous Category is unique; therefore, it is not possible to give examples of 5-tier rating scales for each measure. Locally- or regionally-developed rubrics may be needed to establish 5-point rating scales for some of these measures. To the degree possible, the State Department of Education will work with district representatives to develop state models of rubrics and rating scales for these measures.</p>

Approved Other Academic Measures List

The measures listed below are approved for the Other Academic Measures (OAMs) component of the TLE System. Districts have discretion to allow additional OAMs for teachers and leaders for whom there are not at least two options on the approved list that are relevant to their job duties and provide actionable feedback, as long as the additional OAMs meet the definition of Other Academic Measure approved by the Oklahoma State Board of Education based on the recommendations of the TLE Commission.

Category of Measure	Approved Measures	Examples of Possible 5-Tier Rating Scales
State Assessments	<ul style="list-style-type: none"> • End of Instruction (EOI) • Oklahoma Core Curriculum Tests (OCCT) • Oklahoma Modified Alternate Assessment Program (OMAAP) • Oklahoma Alternate Assessment Program (OAAP) • PARCC Assessments (when available) 	<p>5 – 95% proficient or advanced 4 – 85% proficient or advanced 3 – 75% proficient or advanced 2 – 65% proficient or advanced 1 – less than 65% proficient or advanced</p> <p>5 – 20% increase in student proficiency 4 – 15% increase in student proficiency 3 – 10% increase in student proficiency 2 – 5% increase in student proficiency 1 – less than 5% increase in student proficiency</p>
Value-Added Model (VAM) Score (If one of these components is used for the 35% Student Academic Growth component for the teacher or leader, it cannot be selected as the 15% Other Academic Measure unless the teacher has an Individual VAM score used for the 35% Student Academic Growth.)	<ul style="list-style-type: none"> • School-wide VAM (All subjects) • School-wide VAM (Literacy and Numeracy) • School-wide VAM (Literacy) • School-wide VAM (Numeracy) • Individual VAM 	<p>5 – 5 on School-Wide Value Added Score 4 – 4 on School-Wide Value Added Score 3 – 3 on School-Wide Value Added Score 2 – 2 on School-Wide Value Added Score 1 – 1 on School-Wide Value Added Score</p>

Category of Measure	Approved Measures	Examples of Possible 5-Tier Rating Scales
<p>"Off the Shelf" Assessments - Assessments commonly used throughout the state and/or nationally.</p>	<ul style="list-style-type: none"> • Advanced Placement (AP)/International Baccalaureate (IB) Exams • Assessments on the ACE Alternate Test List • BEAR/DIBELS/Literacy First • Computer Generated Assessments • EXPLORE/PLAN/ACT/WorkKeys • Industry Recognized Certification Exams • NWEA MAP Tests • SAT/PSAT • Star Reading/Star Math • Test of English as a Foreign Language (TOEFL) • Other state or nationally available assessments that generate student scores automatically (In other words, the cut scores are consistent across all districts and states.) 	<p>5 – 100% on grade level 4 – 90% on grade level 3 – 80% on grade level 2 – 70% on grade level 1 – less than 70% on grade level</p> <p>5 – 20% increase in passing rate 4 – 15% increase in passing rate 3 – 10% increase in passing rate 2 – 5% increase in passing rate 1 – less than 5% increase in passing rate</p>
<p>A-F Report Card Components</p>	<ul style="list-style-type: none"> • Overall School Grade or GPA • Student Academic Performance Grade • Student Growth Grade • Whole School Performance Grade • Any A-F Report Card Component (e.g., Graduation Rate, Bottom 25% Growth) 	<p>5 – A on an individual component 4 – B on an individual component 3 – C on an individual component 2 – D on an individual component 1 – F on an individual component</p> <p>5 – Improvement of GPA by one point 4 – Improvement of GPA by one-half point 3 – Improvement of GPA by one-quarter point 2 – Same GPA 1 – Lowered GPA</p>

UNUSED SICK LEAVE RETIREMENT PROGRAM

It is the policy of the Turkey Ford Board of Education to encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance.

In accordance with Oklahoma Statutes, Title 70, Section 6-104, employees may accumulate sick leave days up to a maximum of 60 days as prescribed by local school board policy.

In accordance with Oklahoma Statutes, Title 70, Section 17-116.2(H), for those members who joined the Teachers' Retirement System prior to July 1, 1992, the total creditable service of a member who retires or terminates employment and elects a vested benefit shall include not to exceed 120 days of unused sick leave accumulated subsequent to August 1, 1959, during the member's membership with the Teachers' Retirement System.

To clarify the difference between the two types of statutory sick leave days, the board has established a sick leave bank for the purpose of accounting for unused sick leave days that may be used for retirement purposes subject to the approval of the Teachers' Retirement System of Oklahoma. The term "unused sick leave days" is defined as those sick leave days for which an employee does not receive credit after the maximum 60 days of sick leave have been accumulated. Unused sick leave days shall be deposited in the sick leave bank.

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 60 days of accumulated sick leave. This provision will apply to employees who have participated in the Teachers' Retirement System subsequent to August 1, 1959, and who have accumulated the maximum 60 days of sick leave.

Upon retirement, accumulated sick leave days and the unused sick leave days in the sick leave bank may be certified to the Teachers' Retirement System of Oklahoma to add creditable service for retirement purposes at a rate of one month of credit for each 20 days of accumulated sick leave up to a total of 120 days. However, the school district shall not certify more than one day of unused sick leave in the retirement bank per each day of accumulated sick leave for the purpose of adding creditable service for retirement purposes.

The maximum 60 days of unused sick leave in the sick leave bank and 60 days of accumulated sick leave may be counted as an additional year of creditable service toward retirement by the Teachers' Retirement System of Oklahoma provided that the total number of sick leave days is 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. No employee may contribute unused sick leave days to another employee.

Under Title 70, Section 6-104(A), payments for accumulated sick leave upon retirement or termination of employment can be made only for sick leave days accumulated in the district.

An employee who elects to transfer accumulated sick leave to another school district or who elects to be reimbursed for accumulated sick leave as prescribed by local school board policy or negotiated agreement shall conclude all rights and privileges outlined under this policy.

Support Personnel

All or part of a maximum of 60 accumulated sick leave days earned within the District may be reimbursed by the District to all personnel leaving the District except such leave days of said employee elects to transfer to another district, one time only according to the following schedule:

<u>Years of Service in District</u>	<u>\$/Day</u>	<u>Maximum Reimbursement</u>
7 years	\$7	\$420
8 years	\$8	\$480
9 years	\$9	\$540
10 years	\$10	\$600
11 years	\$11	\$666
12 years	\$12	\$720
13 years	\$13	\$780
14 years	\$14	\$840
15 years	\$15	\$900
16 years	\$16	\$960
17 years	\$17	\$1020
18 years	\$18	\$1080
19 years	\$19	\$1140
20 years	\$20	\$1200

Any transferred sick leave days from other districts will not be applicable, and transferred days will be used first when taking sick leave.

Personnel must complete seven contractual years within the district to be eligible for reimbursement.

Certified Personnel

A maximum of 60 accumulated sick leave days earned within the District may be reimbursed upon retirement or upon transfer for days above and beyond those being transferred. For personnel accumulating and using 120 days for retirement purposes, a maximum of 60 days in excess of 120 days may be reimbursed by the District at a rate of \$20.00 per day. The request for such pay must be made in writing by the employee within the fiscal year (July 1 – June 30) the retirement occurs. Reimbursement will be made according to the following schedule:

\$20.00 per day multiplied by # of days > 120 not to exceed 180 days = Requested Amount

or

\$20.00 per day multiplied by # of days not to exceed 60 = Requested Amount

or

\$20.00 per day multiplied by # of days > allowable for transfer, not to exceed 60 Days = Requested Amount

LEAVE SHARING PROGRAM

The Board of Education has established a sick leave sharing program for the donation of sick leave days to and from employees of the district. The program will permit employees to donate sick leave to another district employee who is suffering from or who has a relative or household member who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.

The superintendent is directed to establish procedures to implement and support this policy.

REFERENCE: 70 O.S. §6-104.6

LEAVE SHARING PROGRAM (REGULATION)

This regulation implements and supports the Leave Sharing Program Policy established by the board of education.

For the purposes of this regulation, the following definitions shall apply:

"Relative of the employee" means a spouse, child, stepchild, grandchild, grandparent, stepparent, or parent of the employee.

"Household members" means those persons who reside in the same home and who have duties to provide financial support to one another. The term includes foster children and legal wards even if they do not live in the household.

"Severe" or "extraordinary" means serious, extreme or life-threatening.

"District employee" means a teacher or any full-time employee of this school district.

In order for an employee to participate in the shared leave program, the employee must:

1. Meet the criteria described in this regulation; and
2. Have abided by district policies regarding the use of sick leave.

An employee may donate sick leave to another employee only pursuant to the following conditions:

1. The receiving employee must have exhausted, or will exhaust, all sick leave due to an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature, and which involves the employee, a relative of the employee or a household member;
2. The condition must have caused, or is likely to cause, the employee to take leave without pay or to terminate employment.
3. The amount of leave to be donated is within the limits set by the board, if any.

Employees may not donate excess sick leave that the donor would not be able to otherwise take and the board will determine the amount of donated leave an employee may receive.

Prior to using donated sick leave, an employee requesting donated sick leave pursuant to this policy must provide a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Donated sick leave is transferable between employees of different school districts in the state as agreed upon by both boards of education.

When using donated sick leave, the receiving employee shall be paid the regular rate of pay normally paid to the receiving employee. Shared sick leave usage records will be maintained separately from regular sick leave records.

LEAVE SHARING PROGRAM, REGULATION (Cont.)

Shared or donated sick leave may be used only by the recipient for the purposes specified in this policy and may not be used if the employee has been notified of a pending reduction in force or employment termination affecting the employee.

Donated sick leave will not be available until all sick leave available to the requesting employee is exhausted. Available sick leave which must be exhausted includes the extended 20 days during which the employee is charged a substitute's salary.

Any shared sick leave not used by the recipient during each occurrence of shared sick leave use shall be returned to the donating employee. If more than one employee donated sick leave to the recipient and all the donated sick leave was not used, the remainder will be prorated to the credit of the donating employees and its original value (based on donor's pay rate) shall be restored.

Participation in this policy is strictly voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for the purpose of this policy.

HEALTH PERSONNEL

The Board of Education recognizes the existence of a close working relationship between school employees and students. The board, therefore, shall require school employees to provide evidence of freedom from communicable diseases. The board shall require any school employee to complete a physical examination whenever the board believes it to be in the best interest of the school system. The physical examination shall be performed by a physician who may be chosen and compensated by the board.

The attached regulations shall govern the identification, prevention, and control of Tuberculosis and diseases related to the Human Immunodeficiency Virus (HIV) commonly referred to as Acquired Immune Deficiency Syndrome (AIDS).

REFERENCE: 63 O.S. §1-502, et seq.

CROSS-REFERENCE: Policy DIAF, Hygiene and Sanitation, Bloodborne Pathogens
Policy EHAI, AIDS Prevention Education for Students
Policy FFAAB, Acquired Immune Deficiency Syndrome, AIDS

**PERSONNEL HEALTH
AIDS
(REGULATION)**

In accordance with the policy of the board of education, the following regulation shall govern the prevention and control of infection of school district employees with the Human Immunodeficiency Virus (HIV) and the employment status of HIV infected school employees.

Infection by HIV may result in the disease known as Acquired Immune Deficiency Syndrome (AIDS), or AIDS Related Complexes (ARC).

If an employee is confirmed as being infected with HIV, the superintendent will compose a Health Review Committee (HRC) for the district. The HRC will be composed of the employee, the employee's physician, a member of the Oklahoma State Department of Health, the employee's supervisor, and the superintendent. At a meeting of the HRC, the affected employee shall be allowed to present evidence as desired.

The HRC will determine if the employee's health poses an immediate and present danger to the school's students or staff. If the HRC determines that such danger is present, the employee will be placed on sick leave until such leave is exhausted. After the employee's sick leave is exhausted, the superintendent may, with concurrence of the board of education, place the employee on unpaid administrative leave for one year. The employee may return to employment at any time within one year by presenting to the HRC evidence from the employee's physician that the employee is no longer infected with the HIV. If the employee has not petitioned the HRC for reinstatement of employment within one year, employment termination proceedings may begin. Prior to any such termination, the superintendent will insure that the employee is afforded due process.

If the HRC determines that no danger is present, the superintendent will take reasonable precautions to protect normal working conditions and relations with other workers for the infected employee as long as the continued employment does not endanger either the health of the infected employee or co-workers.

The supervisor and/or principal will take appropriate measures to protect the safety and health of co-workers as well as the rights of the infected employee.

The superintendent is directed to establish regulations describing appropriate action to be taken when accidents involving the emission of body fluids occurs, e.g. vomiting, bleeding, diarrhea, etc. Hygiene and sanitation procedures are contained in school policy DIAF.

HYGIENE AND SANITATION (BLOODBORNE PATHOGENS)

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

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

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

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

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

CROSS-REFERENCE: Policy DI, Health, Personnel
Policy EHAI, AIDS Prevention Education for Students
Policy FFAAB, Acquired Immune Deficiency Syndrome (AIDS)

HYGIENE AND SANITATION (BLOODBORNE PATHOGENS) (REGULATION)

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

1. Wear gloves. All personnel will wear disposable latex gloves during the cleanup and disposal of any of the body fluids listed above. When in doubt about material, assume it to be a body fluid. After use, the gloves should be destroyed or disposed of.
2. If gloves are not available and contact with body fluids or open wounds is necessary, hands should be carefully washed as follows:
 - A. Use liquid soap and water with vigorous washing under running water for at least 10 seconds;
 - B. Dry hands thoroughly with a paper towel. Use the paper towel to turn off the facet and discard the towel in a proper container.
 - C. Use hand lotion if desired. CAUTION: Dry, cracked hands provide openings in the skin for bacteria to enter.
3. A 1 to 10 solution of household bleach and water may be stored in proper containers in areas where soap and water are not readily available. The solution may be used in cleaning body fluid spillage and hands (if soap and water are not available) following cleanup.
4. Materials used in the cleanup of body fluids or suspected body fluids will be sealed in a plastic bag and discarded in appropriate trash containers. Soiled clothing articles, including sanitary napkins will be sealed in plastic bags and discarded. Other non-disposable cleaning items such as mops, towels, buckets, and other items will be thoroughly rinsed in the bleach and water solution or carefully washed in hot, soapy water.
5. Personnel will use the same procedures for washing non-disposable cleaning equipment as for handling body fluids and soiled clothing or other personal apparel.
6. Sanitary absorbents may be used to clean spilled body fluids. The absorbent should be swept up or vacuumed. Carpets should also be shampooed with a germicidal rug shampoo. Sweepings or used vacuumed bags should be sealed in a plastic bag for disposal. Brooms, dustpans, and vacuum brushes should be washed in a solution of 1 part bleach to 10 parts water.
7. Any liquid disinfectant used in cleaning floors, equipment, or materials should be discarded in a suitable and appropriate sewage drain.
8. Clothing, towels, and similar cleaning equipment should be washed in hot soapy water with one-half to one cup of bleach added to the wash water.

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

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

ROUTINE PROCEDURES FOR SANITATION AND HYGIENE WHEN HANDLING BODY FLUIDS

Definitions

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

Equipment Needed

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

Disinfectant - Should use one or more of these:

- A. Sodium hypochlorite solution (household bleach)
 - One (1) part bleach to ten (10) parts water
 - Ex: 1½ cups bleach to 1 gallon of water
 - Needs to be prepared each time used on inanimate objects.

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

- B. ViroGuard-Q - Distributed by Health Services
One (1) oz. of ViroGuard-Q to 128 oz. of water.
ViroGuard-Q is a germicidal product which is to be used on inanimate objects. ViroGuard-Q has bactericidal efficacy and fungicidal efficacy, mildew stat efficacy, virucidal efficacy, and sanitizing efficacy.
- C. Hydrogen Peroxide 3% - to be used on skin surfaces.
- D. Isopropyl Alcohol - to be used on some skin surfaces and for rinsing the hands.
- E. Sanitary absorbing agent (e.g., chlora-sorb).

Procedure

1. General

- A. Wear disposable gloves before making contact with body fluids during care, treatment, and all cleaning procedures.
- B. Discard gloves after each use.
- C. Wash hands with germicidal soap after handling fluids and contaminated articles, whether or not gloves are worn.
- D. Discard disposable items including tampons, used bandages, and dressings in plastic lined trash containers; close bags and discard daily.
- E. Do not reuse plastic trash bags.
- F. Use disposable items to handle body fluids whenever possible.
- G. Use paper towels to pick up and discard any solid waste materials such as vomitus or feces.
- H. Use general purpose utility gloves (e.g., rubber household gloves) for housekeeping chores involving potential blood contacts and for general cleaning. Utility gloves can be cleaned and reused but should be discarded if they are peeling, cracked or discolored, or if they have punctures, tears or other evidence of deterioration.

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

2. Handwashing
 - A. Use germicidal soap and running water. Soap suspends easily removable soil and microorganisms, allowing them to be washed and rinsed away.
 - B. Rub hands together for approximately ten (10) seconds to work up a lather.
 - C. Scrub between fingers, knuckles, back of the hands and nails. Nails should be short and trimmed. Jewelry should not be worn.
 - D. Rinse hands under running water. Running water is necessary to carry away debris and dirt.
 - E. Use paper towels to thoroughly dry hands.
 - F. Use paper towel to turn water off, discard paper towel.
3. Washable Surfaces (bottles, dishes, toys, tables, desks, etc.)
 - A. Use ViroGuard-Q solution or use household bleach solution, mixed fresh. Scrub as needed.
 - B. Rinse with water.
 - C. Allow to air dry.
 - D. When bleach solution is used, handle carefully.
 1. Gloves should be worn since the solution is irritating to the skin.
 2. Avoid applying to metal, since it will corrode most metals.
 - E. Toys, which are placed in children's mouths should be cleaned with water and detergent, disinfected, and rinsed before handling by another child.
 - F. All frequently touched toys should be cleaned and disinfected daily.
 - G. The use of soft, non-washable toys in classrooms should be discouraged.
4. Floors
 - A. Use household bleach solution, mixed fresh, or multi-purpose disinfectant.

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

- B. Use the two (2) bucket system: One bucket to wash the soiled surface and one bucket to rinse, as follows:
1. In bucket #1, dip, wring, mop up vomitus, blood, etc.
 2. Dip, wring, and mop once more.
 3. Dip and wring out mop in bucket #1.
 4. Put mop into bucket #2 (rinse bucket) that has clean bleach solution.
 5. Mop or rinse area.
 6. Return mop to bucket #2 to wring out. This keeps the rinse bucket clean for second spill in the area.
 7. After spills are cleaned, proceed with #3.
- C. Soak mop in the bleach solution after use.
- D. After cleanup is completed, discard contents of bucket #1. Bucket #2 is now bucket #1; mix fresh bleach solution for bucket #2.
- E. Water and disposable cleaning equipment should be placed in a toilet or plastic bag, as indicated.
- F. Rinse nondisposable cleaning equipment (dustpan, buckets) in disinfectant.
- G. Dispose of disinfectant solution down the drain pipe.
- H. Remove gloves, if worn, and discard in the appropriate receptacle.
- I. Wash hands as described above.
5. Non-Washable Surfaces (rugs and upholstery, etc.)
- A. Apply sanitary absorbing agent, let dry, vacuum.
 - B. If necessary, use broom and dustpan to remove soiled materials.
 - C. Apply rug or upholstery shampoo as directed. Re-vacuum according to directions on shampoo.
 - D. Spray soiled area with ViroGuard-Q solution, air dry.
 - E. Clean dustpan and broom, if used. Rinse in ViroGuard-Q solution or household bleach solution.
 - F. Wash hands as described above.

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

6. Soiled Washable Materials (clothing, towels, uniforms, etc.)
 - A. Rinse items under running water, using gloved hands, if appropriate.
 - B. Place items in plastic bag and seal until items are washed. Plastic bags containing soiled, washable material must be clearly identified.
 - C. Wash hands as described above.
 - D. Wipe sink with paper towels, discard towels.
 - E. Machine wash soiled items separately.
 1. If material is bleachable, add $\frac{1}{2}$ cup bleach to the wash cycle. If it is not bleachable, add $\frac{1}{2}$ cup nonchlorine bleach (Clorox II/Borateem) to the wash cycle.
 2. Wash in hot water: 160° F for 25 minutes, using detergent with disinfecting agent.
 3. Discard plastic bag.
 4. After handling soiled items, wash hands as described above.
7. To Clean Blood or Body Fluid Spills (blood from nose, mouth, and skin lesions)
 - A. Put on gloves.
 - B. Use disposable wipes, cotton balls, or gauze pads which have been immersed in 3% peroxide.
 - C. Proceed to clean blood spills with the solution soaked materials.
 - D. Place soiled materials in a plastic bag for disposal.
 - E. Remove gloves, include with soiled materials and discard.
 - F. Wash hands as described above.
8. Toileting and Diapering
 - A. Toileting and toilet training equipment should be maintained in a sanitary condition.
 - B. Diaper changing surfaces should be nonporous and sanitized between uses for different children.
 - C. Soiled disposable diapers or soiled disposable wiping cloths should be disposed of in a secure plastic lined container.

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

- D. Diapers should be able to contain urine and stool and minimize fecal contamination of the children, providers, and environmental surfaces and objects.
 - E. Diapers should have an absorbent inner lining attached to an outer covering made of waterproof material that prevents escape of feces and urine. Outer and inner lining must be changed as a unit and not reused.
 - F. Fecal contents may be placed in toilet, but diapers must not be rinsed. Preferably, dispose of diaper and contents as a total unit.
 - G. Diaper changing areas should never be located in food preparation areas and should never be used for temporary placement of foods.
9. Potty Chairs
- A. Potty chairs must be emptied into a toilet after each use, cleaned in a utility sink, and disinfected after each use.
 - B. Gloves should be used if wiping a child. Leave gloves on until cleaning procedure is finished.
 - C. Staff should sanitize potty chairs, flush toilets, and diaper changing areas with the household bleach solution or ViroGuard-Q solution.
 - D. Wash hands as described above.
10. Sleeping Equipment
- A. Each item should be used by only one child.
 - B. The sleeping equipment should be cleaned and sanitized prior to assignment to another child.
 - C. Crib mattresses should be cleaned and sanitized when soiled or wet.
 - D. Sleeping mats should be stored so that contact with the surface of another mat does not occur.
 - E. Bedding should be assigned to each child and cleaned when soiled or wet.
11. General Information
- A. CPR - Use disposable mouth piece and/or face shield (will be kept in the clinic).

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

- B. ViroGuard-Q will be requested from the school and kept in the clinic in a spray bottle, ready for use.
 - C. Prepare a "cleanup baggie" by placing in a baggie a towelette moistened with hydrogen peroxide. Keep cleanup baggie and gloves in your desk or pocket. Use for recess or duty, if not used pass it to the next person on the duty schedule.
 - D. P.E. teachers, coaches, and trainers need cleanup baggies ready for use in classes, at athletic events, and during team practice sessions.
 - E. Take cleanup baggies and gloves on field trips.
 - F. All cleaning supplies must be labeled regardless of container.
12. Personal Hygiene Measures
- A. Wash hands in soap and water immediately after evacuating bowels or bladder and always before handling food or eating.
 - B. Keep hands and unclean articles or utensils that have been used for bodily purposes by others away from the mouth, eyes, nose, ears, and wounds.
 - C. Avoid using common or unclean eating utensils, drinking cups, towels, combs, handkerchiefs or disposable tissues.
 - D. Avoid exposure to other persons' spray from the nose or mouth as in coughing, sneezing, laughing, or talking.
 - E. Wash hands thoroughly after handling another person's belongings.

COMMUNICABLE DISEASE RISK EXPOSURE REPORT

The filing of this report and all information entered on it are to be held in strictest confidence in conformance with 63 O.S. Supp. 1988, Section 1-502.1, et seq.

EXPOSED WORKER SECTION (Please Print)

1. Employee Name: _____ 2. Birthdate: _____
(Last) (First) (Middle Initial) Mo/Day/Yr
3. Profession/Job Title: _____ 4. Employer/Company Name: _____
5. Work Site/Telephone: _____ Tel. Ext. #: _____
(Site) (Street Address)
6. Home Address/Telephone: _____ (_____) _____
(Street) (City) (Zip) AC Telephone #
7. Supervisor's Name/Telephone: _____ Tel. Ext. #: _____
(Last) (First)
8. Date of Exposure: (Mo/Day/Yr) ____/____/____ 9. Time of Exposure: _____ AM or PM (Circle One)
10. Detailed Description of Potential Exposure: _____

11. Exposed Worker _____ has _____ has not completed the full series of Hepatitis B vaccine.
12. Source Person's Name: _____
(Last) (First) (Middle Initial)
13. Disposition of Source Person (include address): _____

TO BE COMPLETED BY EMPLOYER'S DESIGNEE

The employer agrees to be responsible for all reasonable charges incurred in the disposition of this risk exposure incident.

Employer Designee Reviewing Form:

14. Name _____ 15. _____ 16. ____/____/____
(Please Print) Signature (Mo/Day/Yr)

TO BE COMPLETED BY THE EMPLOYER'S PHYSICIAN

_____ In my professional judgment, this was a parenteral, permucosal, or significantly cutaneous exposure to blood or other body fluids which has the potential for transmission of a communicable disease such as Hepatitis B, HIV, or meningococcus. Post exposure evaluation procedures and counseling should be provided. The employee has been told about any medical conditions resulting from exposure that requires further treatment.

_____ This incident does not constitute an exposure under the OSHA standard. NOTE: If this exposure does not warrant medical follow-up, please return the form to the Employer's Designee and indicate to that individual why it does not need follow-up.

_____ The employee has received or is beginning the Hepatitis B vaccination series.

17. _____ 18. _____ 19. ____/____/____
Physician's Name (Please Print) (Physician's Signature) (Mo/Day/Yr)

HEPATITIS B VACCINE CONSENT/REFUSAL FORM

Employee's Name _____ Date: _____

Social Security No. _____ Position: _____

I understand that Hepatitis B is a serious disease that can lead to a chronic form of hepatitis which may eventually result in death. I understand that I may be at increased risk for contracting the disease by the very nature of my job. Should I contract the disease, I could be potentially infectious, thereby exposing individuals with whom I may have intimate contact (including dental, sexual, to my unborn child should pregnancy occur, etc.).

I understand that although there are risks associated with taking the Hepatitis B vaccine, it does reduce the risk of serious disease should exposure to the Hepatitis B virus occur.

I further understand my decision to take or decline Hepatitis B vaccine will not adversely affect my employment or any benefits available to me through my employment.

_____ I hereby elect to receive the Hepatitis B vaccine series provided to me free of charge by the _____ School District and hereby agree to hold the _____ School District harmless for any reaction or side effect I may experience from the vaccine.

_____ I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee's Signature _____

Supervisor's Signature _____

Vaccine _____ Manufacturer _____

	Date	Site	Lot #	Given By
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Repeat Anti-HB's _____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

PLANNING PERIODS

All instructors, excluding vocational staff cooperating with the State Vocational Department, shall have one assigned period within the student school day for preparation. The preparation period shall be used for the following duties: personal instructional preparation; planning, selecting, and preparing materials for instruction; conferring with parents, staff, and administrators; keeping school records; supervising aides (if assigned); grading student papers and recording student grades; and study of current literature to keep abreast of developments within the subject matter taught by the teacher. The preparation period shall be utilized within the building of major assignment and for the purposes indicated. Teachers shall leave the school premises only to carry out functions relating to the above duties when written permission to do so has been obtained from the building principal.

TEACHER EVALUATION

The Turkey Ford 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, Marzano's Causal Teacher Evaluation Model, or Danielson's Framework for Teaching (select one). 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 2014-2015 school year, school districts shall for the purposes of establishing baseline data incorporate the student academic growth and other academic measure components of the TLE into the evaluations used in all school sites within the district. One hundred percent (100%) of the evaluation rating of teachers and administrators shall be based on the qualitative component of the TLE, and no portion of the evaluation rating shall be based on the quantitative components of the TLE. A school district with an average daily attendance of more than thirty-five thousand (35,000) may incorporate at its own expense the quantitative model of the TLE basing up to fifty percent (50%) of the evaluation rating of teachers and administrators on the quantitative components of the TLE as defined by the school district's written policy.

For first-year and second-year teachers, evaluations shall be based solely on qualitative components and utilizing the alternative percentages established by the State Board of Education.

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

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

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

When the evaluating administrator identifies poor performance or conduct that the administrator believes may lead to a recommendation for the career teacher's dismissal or nonreemployment, the administrator will admonish the teacher in

TEACHER EVALUATION (Cont.)

writing and make reasonable effort to assist the teacher in correcting the poor performance or conduct; and establish a reasonable time for improvement, not to exceed two months.

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

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

REFERENCE: 70 O.S. §6-101.10, et seq.

THIS POLICY REQUIRED BY LAW.

TEACHER PERFORMANCE EVALUATION PROCEDURES

During the 2014-2015 school year, one hundred percent (100%) of the evaluation rating of teachers shall be based on the qualitative component of the TLE. As required by 70 O.S. § 6-101.10 for purposes of testing the TLE, the school district will incorporate the student academic growth and other academic measurement quantitative components of the TLE in school sites within the school district).

For purposes of establishing baseline data, the school district shall incorporate the student academic growth ("SAG") and other academic measures ("OAM") quantitative components of the TLE. Each teacher for whom a Value Added Result is not available shall utilize a student learning objectives ("SLO") or student outcome objectives ("SOO"). An SLO/SOO is a measureable, long term academic goal that a teacher or teacher team sets at the beginning of the year for all students or subgroups of students.

The SLO/SOO cycle consists of five steps: (1) development, (2) approval, (3) midcourse check-in, (4) final review of SLO/SOO attainment and scoring, and (5) discussion of summative rating and impact on practice. Initially, each administrator shall visit with teachers for whom a value added result is not available and shall require that a SLO/SOO be developed. SLOs/SOOs must demonstrate SAG impacted by the teacher in order to provide actionable feedback. The process for development of the SLO/SOO is as follows:

1. Identification of core content and standards.
2. Gather and analyze student data.
3. Determine the focus of the SLO/SOO.
4. Select or develop an assessment.
5. Develop a growth target and rationale.

The SLO/SOO evaluation rating for each teacher will be based upon a scale of 1.00 to 5.00.

The board of education shall annually approve a list from the list of options which have been approved by the State Board of Education. OAM are alternative instruments ensuring a robust teacher evaluation, capturing unique facets of effective teaching, and reflecting student academic performance impact by the teacher. Each teacher shall have at least two options that are grade level appropriate. The teacher shall be required to select an other academic measure from the list approved by the board of education that is relevant to the job duties assigned to that teacher. The other academic measure should be selected by the teacher with the understanding that the measure is to be utilized to provide actionable feedback to the teacher. If there are not at least two options of OAM listed on the approved OAM list that are relevant to the job duties of a teacher, two other relevant options will be provided by the board of education that meet the definition of other academic measure adopted by the Oklahoma State Board of Education prior to the expiration of the first nine weeks of school.

The rating scale for each teacher shall be a 5 point scale, where 5 is Superior, 4 is Highly Effective, 3 is Effective, 2 is Needs Improvement, and 1 is Ineffective.

The timeline for the evaluation process shall be as follows:

1. During the first nine weeks of school, each teacher shall do each of the following:
 - a. Determine an academic area of focus for the teacher's students that will guide the other academic measures for the teacher.

TEACHER PERFORMANCE EVALUATION PROCEDURES (Cont.)

- b. Administer a pre-assessment or locate data that can be used as a pre-assessment of the academic area of focus.
 - c. Select an other academic measure that will be used to measure the performance of the academic area of focus at the end of the school year (or after instruction for the academic area of focus is complete). Those teachers who receive an individual value added model score because they teach in a grade and subject that has state tests used for calculating individual value added model scores may substitute the value added model score (on a 5 point scale) for the other academic measure if they so choose.
 - d. Establish a SMART goal by the end of the first semester for the academic area of focus as measured by the other academic measure. SMART goals are Specific, Measureable, Attainable and Ambitious, Results-driven, and Time-bound. SMART goals should be established based on pre-assessment data. Teachers may collaboratively develop SMART goals and 5 point rating scales with peers.
 - e. Establish a 5-point rating scale, by the end of the first semester, for the SMART goal, where 5 is Superior, 4 is Highly Effective, 3 is Effective, 2 is Needs Improvement, and 1 is Ineffective.
 - f. By way of signature, receive agreement from the evaluator on the SMART goal and 5-point rating scale. If the teacher and the evaluator cannot agree on the SMART goal and 5-point rating process, the Superintendent shall provide mediation.
2. At the end of the school year (or after instruction for the academic area of focus is complete), all teachers shall consult with their respective evaluators to determine if the SMART goal was reached and what score will be assigned based on the previously agreed upon 5-point rating scale for the OAM. Documentation of student performance should be provided.
 3. Because the results of many OAM are unavailable until after evaluations must be completed for re-employment decisions, other academic measure results will be calculated as 15% of teacher evaluations during the year following their attainment.
 4. If a teacher encounters an extenuating circumstance including, but not limited to, extended illness, acceptance of a student teacher, natural disaster, flu epidemic, or those situations that materially impact the achievement of the teacher's students after a SMART goal has been agreed upon, the teacher shall be evaluated via the development of a high quality reflective analysis of their student performance and factors that contributed to the teacher's inability to reach expected targets.

The district shall utilize the other academic measure sample worksheet provided by the State Department of Education.

Data shall be collected by the evaluator on an ongoing basis in compliance with the system of evaluation selected by the board of education. The data shall be maintained in an evaluation file for the teacher. Final scores for the other academic measure component shall be determined by the end of the school year.

Approved Other Academic Measures List

The measures listed below are approved for the Other Academic Measures (OAMs) component of the TLE System. Districts have discretion to allow additional OAMs for teachers and leaders for whom there are not at least two options on the approved list that are relevant to their job duties and provide actionable feedback, as long as the additional OAMs meet the definition of Other Academic Measure approved by the Oklahoma State Board of Education based on the recommendations of the TLE Commission.

Category of Measure	Approved Measures	Examples of Possible 5-Tier Rating Scales
State Assessments	<ul style="list-style-type: none"> • End of Instruction (EOI) • Oklahoma Core Curriculum Tests (OCCCT) • Oklahoma Modified Alternate Assessment Program (OMAAP) • Oklahoma Alternate Assessment Program (OAAP) • PARCC Assessments (when available) 	<p>5 – 95% proficient or advanced 4 – 85% proficient or advanced 3 – 75% proficient or advanced 2 – 65% proficient or advanced 1 – less than 65% proficient or advanced</p> <p>5 – 20% increase in student proficiency 4 – 15% increase in student proficiency 3 – 10% increase in student proficiency 2 – 5% increase in student proficiency 1 – less than 5% increase in student proficiency</p>
Value-Added Model (VAM) Score (If one of these components is used for the 35% Student Academic Growth component for the teacher or leader, it cannot be selected as the 15% Other Academic Measure unless the teacher has an individual VAM score used for the 35% Student Academic Growth.)	<ul style="list-style-type: none"> • School-wide VAM (All subjects) • School-wide VAM (Literacy and Numeracy) • School-wide VAM (Literacy) • School-wide VAM (Numeracy) • Individual VAM 	<p>5 – 5 on School-Wide Value Added Score 4 – 4 on School-Wide Value Added Score 3 – 3 on School-Wide Value Added Score 2 – 2 on School-Wide Value Added Score 1 – 1 on School-Wide Value Added Score</p>

Category of Measure	Approved Measures	Examples of Possible 5-Tier Rating Scales
<p>"Off the Shelf" Assessments - Assessments commonly used throughout the state and/or nationally.</p>	<ul style="list-style-type: none"> • Advanced Placement (AP)/International Baccalaureate (IB) Exams • Assessments on the ACE Alternate Test List • BEAR/DIBELS/Literacy First • Computer Generated Assessments • EXPLORE/PLAN/ACT/WorkKeys • Industry Recognized Certification Exams • NWEA MAP Tests • SAT/PSAT • Star Reading/Star Math • Test of English as a Foreign Language (TOEFL) • Other state or nationally available assessments that generate student scores automatically (In other words, the cut scores are consistent across all districts and states.) 	<p>5 – 100% on grade level 4 – 90% on grade level 3 – 80% on grade level 2 – 70% on grade level 1 – less than 70% on grade level</p> <p>5 – 20% increase in passing rate 4 – 15% increase in passing rate 3 – 10% increase in passing rate 2 – 5% increase in passing rate 1 – less than 5% increase in passing rate</p>
<p>A-F Report Card Components</p>	<ul style="list-style-type: none"> • Overall School Grade or GPA • Student Academic Performance Grade • Student Growth Grade • Whole School Performance Grade • Any A-F Report Card Component (e.g., Graduation Rate, Bottom 25% Growth) 	<p>5 – A on an individual component 4 – B on an individual component 3 – C on an individual component 2 – D on an individual component 1 – F on an individual component</p> <p>5 – Improvement of GPA by one point 4 – Improvement of GPA by one-half point 3 – Improvement of GPA by one-quarter point 2 – Same GPA 1 – Lowered GPA</p>

Category of Measure	Approved Measures	Examples of Possible 5-Tier Rating Scales
Surveys	<ul style="list-style-type: none"> • Gallup Student Poll • Tripod Student Perception Survey 	<ul style="list-style-type: none"> 5 – 90% approval rating with 75% response rate 4 – 80% approval rating with 75% response rate 3 – 70% approval rating with 75% response rate or 80% approval rating with 50% response rate 2 – 60% approval rating with 75% response rate or 70% approval rating with 50% response rate 1 – Less than 60% approval rating with 75% response rate or less than 70% approval rating with 50% response rate
Student Competition	<ul style="list-style-type: none"> • National, State, Area, or Regional Competitions (Sponsored or OSSAA or similar organization) • Robotics Competitions • State Science Fair 	<ul style="list-style-type: none"> 5 – 1st or 2nd place in area competition 4 – 3rd or 4th place in area competition 3 – 1st or 2nd place in regional competition 2 – Invitation to regional competition 1 – No invitation to regional competition 5 – 20% increase in students who qualify to compete 4 – 15% increase in students who qualify to compete 3 – 10% increase in students who qualify to compete 2 – 5% increase in students who qualify to compete 1 – less than 5% increase in students who qualify to compete

Category of Measure	Approved Measures	Examples of Possible 5-Tier Rating Scales
Miscellaneous	<ul style="list-style-type: none"> • IEP Goal Attainment • Linguifolio • Service Learning Project Portfolios • Student Community Service Project Portfolios • Teacher/Leader Portfolios • Third Grade Promotion • State-, District- and/or Consortium-Developed Benchmark Assessments 	<p>5 – 100% of Students Meeting All IEP Goals 4 – 90% of Students Meeting All IEP Goals 3 – 80% of Students Meeting All IEP Goals 2 – 70% of Students Meeting All IEP Goals 1 – Less than 70% of Students Meeting All IEP Goals</p> <p>Each measure in the Miscellaneous Category is unique; therefore, it is not possible to give examples of 5-tier rating scales for each measure. Locally- or regionally-developed rubrics may be needed to establish 5-point rating scales for some of these measures. To the degree possible, the State Department of Education will work with district representatives to develop state models of rubrics and rating scales for these measures.</p>

EVALUATION OF ADMINISTRATIVE PERSONNEL

Except for the superintendent of schools, who shall be evaluated by the board of education, all certified and non-certified administrators shall be evaluated at least annually by the certificated personnel designated by the superintendent. All evaluations shall be made in writing.

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

The general areas of administrative effectiveness shall include the indicators which are included in the Oklahoma Minimum Criteria for Effective Administrative Performance or other minimum criteria developed by the State Board of Education and any supplemental indicators which are included on the approved evaluation form.

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

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

The board of education shall evaluate and complete the evaluation form on the superintendent of schools at least 10 days prior to the board taking any action to renew or not renew the superintendent's contract.

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.

**PERSONNEL FILES
CERTIFIED STAFF**

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

Confidentiality

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

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

Types of Information

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

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

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

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

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

Parental Notice

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

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

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

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

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

TERMINATION OF EMPLOYMENT TEACHERS

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

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

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

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

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

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

TERMINATION OF EMPLOYMENT, TEACHERS (Cont.)

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

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

TEACHER TERMINATION PROCEDURES

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

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

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

Hearing procedures for teachers shall be as follows:

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

TEACHER TERMINATION PROCEDURES (Cont.)

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

TEACHER TERMINATION PROCEDURES (Cont.)

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

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

The board of education must forward hearing information concerning teachers to the State Board of Education on a prescribed form available from the administrative office. The superintendent or designee shall notify the State Board of Education within ten (10) days of the dismissal or nonreemployment of a probationary or career teacher for either criminal sexual activity as defined in 21 O.S. § 886 (sodomy) or sexual misconduct as defined at 70 O.S. § 5-144.

SUPPORT PERSONNEL SUSPENSION, DEMOTION, NONRENEWAL, OR TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REFERENCE: 70 O.S. §6-101.40, et seq.

THIS POLICY REQUIRED BY LAW.

DUE PROCESS FOR ADMINISTRATORS

Pursuant to a proposed recommendation that a full-time certified administrator be dismissed or nonreemployed from an administrative position within the school district, the board will follow this procedure:

1. A written statement will be submitted to the administrator before the dismissal or nonreemployment advising of the proposed action, listing the reasons for the action, and notifying the administrator of his right to request a hearing before the board prior to the action.
2. A hearing by the board will be granted upon the administrator's request before the board takes action on the proposal. Such request for a hearing must be submitted to the board by certified mail, restricted delivery with return receipt requested, no later than ten days after the administrator has been notified of the proposed action.
3. Upon receipt of the administrator's request for a hearing, the board will conduct such hearing at its next regularly scheduled meeting or at a special meeting. The failure of the administrator to timely request a hearing after being properly notified will be deemed a waiver of the right to a hearing and the decision of the board will be final.
4. Pending final determination of an administrator's dismissal or nonreemployment, the board or superintendent may suspend the administrator if it believes that the immediate suspension is in the best interest of the school district. Such suspension will not deprive the administrator of any compensation or benefits to which the administrator may be entitled. The board will initiate dismissal action within ten days from the effective date of suspension. However, in cases involving a criminal charge or indictment, the suspension may extend to such time as the administrator's case is finally adjudicated at trial.

REFERENCE: 70 O.S. §6-101.13

REDUCTION-IN-FORCE CERTIFIED PERSONNEL

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

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

Definitions

Career teacher means a teacher who:

- a. for teachers employed by a school district prior to full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6-101.10 of this title, has completed three (3) or more consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, or
- b. for teachers employed for the first time by a school district under a written continuing or temporary teaching contract after full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in 70 O.S. § 6-101.10 :
 - (1) has completed three (3) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract and has achieved a rating of "superior" as measured pursuant to the TLE as set forth in 70 O.S. § 6-101.16 of this act for at least two (2) of the three (3) school years, with no rating below "effective",
 - (2) has completed four (4) consecutive complete school years as a teacher in one school district under a written continuing or temporary teaching contract, has averaged a rating of at least "effective" as measured pursuant to the TLE for the four-year period, and has received a rating of at least "effective" for the last two (2) years of the four-year period, or
 - (3) has completed four (4) or more consecutive complete school years in one school district under a written continuing or temporary teaching contract and has not met the requirements of subparagraph a or b of this paragraph, only if the principal of the school at which the teacher is employed submits a petition to the superintendent of the school district requesting that the teacher be granted career status, the superintendent agrees with the petition, and the school district board of education approves the petition. The principal shall specify in the petition the underlying facts supporting the granting of career status to the teacher;

Probationary teacher means a teacher who:

- a. for teachers employed by a school district prior to full implementation of the Oklahoma Teacher and leader Effectiveness Evaluation System (TLE) as set forth in 70 O.S. § 6-101.10 , has

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

completed fewer than three (3) consecutive complete school years as a teacher in one school district under a written teaching contract, or

- b. for teachers employed for the first time by a school district under a written teaching contract after, full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in 70 O.S. §6-101.10 has not met the requirements for career teacher as provided in paragraph 4 of 70 O.S. § 6-101.3.

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

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

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

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

3. If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:

a. Years of teaching experience in the retained position in the local school district.

b. Academic degree status:

A teacher with a doctor's degree will be retained over a teacher with a master's or a bachelor's degree; a teacher with a master's will be retained over a teacher with a bachelor's degree.

F. If there is more than one probationary teacher or more than one licensed teacher in the position being reduced, the criteria listed in E, 1 through 3, will be used in determining which probationary teacher or licensed teacher will be retained.

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

QUALIFICATIONS TEACHERS

The Turkey Ford Board of Education shall employ teachers on a professional basis without regard to age, race, color, sex, or national origin.

Every teacher employed in this school system must possess a valid license or certificate and shall execute a written contract with the board of education.

Applications shall be considered by the principal and the superintendent. Selected applicants shall be interviewed by the administration and a recommendation shall be made to the board of education who shall make the final employment determination.

School districts receiving Title I funds must ensure that teachers hired in a program supported by such funds are "highly qualified." By the end of the 2005-2006 school year, all teachers within this school district are required to be "highly qualified." The No Child Left Behind Act defines "highly qualified" as an elementary or secondary school teacher who has obtained full state certification and has not had certification requirements waived on an emergency, temporary, or provisional basis.

Elementary teachers who are new to the profession must hold at least a bachelor's degree and have demonstrated, by passing a rigorous state test, subject knowledge and teaching skills in reading, writing, mathematics, and other areas of the basic elementary curriculum. Middle and secondary school teachers, new to the profession, will be deemed to be highly qualified if the individual teacher holds at least a bachelor's degree and has demonstrated a high level of competency in each of the academic subjects in which the individual teaches by passing a rigorous state academic subject test in each such academic subject; or has successfully completed a grade degree with coursework that is equivalent to an undergraduate major, or advanced certification or credentialing for each academic subject that the individual teaches.

Veteran regular teachers currently employed by the district will be identified as highly qualified if they:

1. Hold at least a bachelor's degree; and
2. Have met the applicable standard for a teacher who is new to the profession, which includes an option for a test; or
3. Demonstrate competence in all the academic subjects in which the teachers teach, based upon a high objective uniform state standard of evaluation.

Special education teachers who are not teaching core academic classes are not required to meet the definition of a highly qualified teacher. However, special education teachers who are teaching core academic subjects exclusively to students who are being assessed against alternative achievement standards, must meet the highly qualified requirements for elementary school teachers and for instruction above the elementary level and have subject-matter knowledge appropriate to the level of instruction being provided.

QUALIFICATIONS, TEACHERS (Cont.)

Additional qualifications and terms of employment for teachers may be found in the standard teacher contract. Specific duties may be found in the teacher job description found elsewhere in this manual. Nothing in this policy manual shall be construed as limiting or expanding the terms of the employment contract.

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

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

SCHOOL BUS DRIVERS

It is the policy of the Turkey Ford Board of Education that all bus drivers and assistants successfully complete the state school bus drivers training school. Bus drivers must continue the route assigned at the beginning of the school year, but may request a route change during the summer months. All bus drivers are expected to drive in such a manner as to provide safe and efficient transportation for the students of this district. They shall obey all traffic laws, maintain student discipline on the bus, make routine checks on the bus before operating, and perform other duties associated with the safe operation of school buses. Bus drivers will make required reports concerning drivers who illegally pass their buses. All bus drivers shall be under the supervisory authority of the transportation director.

The superintendent is directed to establish a regulation that shall govern school bus drivers.

REFERENCE: 47 O.S. §11-705
70 O.S. §9-107 and §9-118

**SCHOOL BUS DRIVERS
(REGULATION)**

In accordance with the policy of the board of education, this regulation shall govern the operation of school buses in the Turkey Ford Public School system. Bus drivers shall:

1. Be eighteen years of age or older.
2. Possess an Oklahoma Commercial Driver License (CDL), A, B or C, authorizing the operation of a school bus and an Oklahoma bus driving certificate.
3. Be required to complete a satisfactory physical examination upon the offer of employment and must obtain an annual physical examination. Such examination will include drug testing as set forth in policy DCC. A copy of the results of the annual physical examination shall be maintained by the superintendent.
4. Submit to drug and alcohol testing as required by state and federal law. (See policies DCC and DCCB.)
5. Operate on their designated routes approved by the transportation division of the State Department of Education.
6. Complete their bus routes by 8:00am each morning when reasonably safe and proper to do so.
7. Report individuals illegally passing their schools buses. The approved form (see CN-E) will be completed and submitted to the law enforcement authority of the municipality where the alleged violation occurred and to the district's director of transportation.
8. Make other appropriate reports as required by state law and/or district administrators.

Bus drivers will be employed by the board of education upon the recommendation of the superintendent. Bus drivers are hereby notified that they shall not write, read, or send text messages while operating a school bus or multi-passenger vehicle owned and approved to operate by the State Department of Education or any school district within Oklahoma. Any person who violates this provision of law, upon conviction, shall be guilty of a misdemeanor punishable by a fine of Five Hundred Dollars (\$500). Please note that this fine is for the individual and not the school district. As a result, if any school employee is charged and convicted of the offense, that individual becomes personally responsible for the fine and will not be reimbursed by the school district for the expense.

REFERENCE: 47 O.S. §11-705
47 O.S. § 11-901c
70 O.S. §9-107

SUBSTITUTE TEACHERS

The Turkey Ford Board of Education realizes that teachers may occasionally be absent from the classroom and recognizes the need for qualified substitute teachers. In recognizing that need, the board has decided that noncertified substitute teachers or substitute teachers with a lapsed or expired teaching certificate shall be paid at the rate of \$60.00 per teaching day. Certified substitute teachers shall be paid \$75.00 per day.

Substitute teachers are to be approved by the superintendent. All substitutes will be employed by the school system and paid by the school system.

No noncertified, non-degreed substitute teacher shall be employed for a total period of time in excess of 90 days per school year and may not be employed for the same assignment for more than 90 days during a school year.

No substitute teacher with a lapsed or expired certificate shall be employed for a total period of time in excess of 100 days per school year and may not be employed for the same assignment for more than 100 days during a school year.

Substitute teachers who do not hold a valid certificate and who are employed to teach special education for physically handicapped students or learning disabled students are not subject to these restrictions if no certified teachers are available to teach such students and the students would be denied instruction in special education if the substitute teacher were not employed. The district will provide in-service training for a substitute teacher employed to teach special education for more than 15 consecutive days or 30 total days in the same assignment.

A certified substitute teacher may be employed on a monthly or annual basis in accordance with the terms of a written employment contract in the same manner and under the same conditions as regular teachers. Such substitute teachers shall receive the same compensation as regular teachers, at the same salary level, and will be employed pursuant to a temporary employment contract.

REFERENCE: 70 O.S. §6-105
Atty. Gen. Op. No. 80-112 (June 16, 1980)

LEGAL NOTE: Changes to the number of days that a substitute teacher may serve in the same assignment are effective November 1, 2012. The district is limited by statute to the 20 day limitation found in the third and fourth paragraphs of this policy until that time.

The district will need to verify that a day at \$60.00 per day is more than \$7.25 per hour for purpose of federal wage law requirements.