SEXUAL HARASSMENT

The policy of this school district forbids discrimination against any employee, applicant for employment, or student on the basis of sex. The Turpin Board of Education will not tolerate sexual harassment by any of its employees or students. This policy applies to all students and employees including 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 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 or student has indicated, by his or her conduct, that it is unwelcome.

   C. An employee or student 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

   A. Employees:

      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:

      1. submission to the conduct is made either an explicit or implicit condition of employment or promotion;

      2. submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or

      3. the conduct substantially interferes with an employee's work performance, or creates an intimidating, hostile, or offensive work environment.

   B. Students

      1. Demeaning comments about a girl's ability to excel in a class historically considered a "boy's" subject or a boy's ability to excel in a class historically considered a "girl's" subject, privately talking to a student about sexual matters, hugging, or touching a student inappropriately may constitute sexual harassment.

      2. Writing graffiti which names a student or otherwise identifies a student is potentially slanderous and constitutes sexual harassment. Graffiti of any kind will not be tolerated on school property. The superintendent is directed to cause any graffiti or unauthorized writings to be removed immediately.

SEXUAL HARASSMENT (Cont.)

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. It is sexual harassment for an administrator, supervisor, support employee, or teacher to use his or her authority to solicit sexual favors or attention from students.

   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.

   C. The school district is not concerned with the "off-duty" conduct of school personnel unless the conduct has or will have a negative impact on the educational process of the school. Any romantic or sexual affiliation between school personnel and students, including students who have reached the age of majority (18), during school hours will have a negative impact on the educational process and shall constitute a violation of school policy. Such violations may result in suspension of the student and suspension or termination for the employee. Any sexual affiliation between teachers and students under the age of 18 may constitute a crime under state or federal law.

2. Non-administrative and Non-supervisory Employees

   It is sexual harassment for a non-administrative and non-supervisory employee or student to subject another such employee or student to any unwelcome conduct of a sexual nature. Employees or students 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 or through the Sexual Discrimination Grievance policy. (See policy DGBA and policy FBA.) The Office of Civil Rights relies on school administrators' judgment and common sense in meeting the requirements of the federal law.

   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.

SEXUAL HARASSMENT (Cont.)

B. Students who feel that administrators, supervisors, support personnel, teachers, or other students are subjecting them to sexual harassment are encouraged to report these conditions to the appropriate administrator or teacher. If the student's immediate administrator or teacher is the alleged offending person, the report will be made to the next higher level of administration or supervision or to any responsible adult person.

C. Employees and students are also urged to report any unwelcome conduct of a sexual nature by supervisors or fellow employees or students if such conduct interferes with the individual's work performance, creates a hostile or offensive working environment, or interferes with the educational process of the student.

D. Every attempt will be made to maintain confidentiality and 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 administration 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.

4. Any student found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to warning, corporal punishment, suspension or other appropriate punishment subject to applicable procedural and due process requirements.

5. A copy of this Sexual Harassment policy will be provided to employees, students, and parents each year.

Examples of Harassment

1. The following lists examples of harassment (not all inclusive):

Sexual comments or jokes
Sexual gestures and looks
Touching, grabbing, pinching in a sexual way
Brushing up against
Flashing or mooning
Spreading sexual rumors about the individual
Pulling clothing in a sexual manner, pulling clothing off or down
Showing or giving sexual pictures, messages or notes
Blocking passage in a sexual way
Writing of sexual messages or graffiti on walls, locker rooms, etc.
Forcing a kiss
Calling someone gay or lesbian
Forcing someone to do something sexual other than kissing
Spying on someone while showering or dressing

SEXUAL HARASSMENT (Cont.)

2. The following lists examples of conduct which may be considered harassment if the conduct is unwelcome:

   Direct or indirect threats or bribes for sexual activity.
   Sexual innuendoes and comments
   Intrusive sexually explicit questions
   Sexual sounds or gestures
   Repeatedly asking for dates or to have sex
   Touching, patting, pinching, tickling, squeezing
   Rating a person's sexuality
   Leering, staring at body parts
   Spreading rumors about a person's sexuality
   Name calling (e.g., slut, bitch)
   Sexual ridicule
   Frequent jokes about sex
   Letters, notes, telephone calls of a sexual nature
   Sexually explicit or graphic pictures
   Stalking
   Sexual assault or rape

REFERENCE: **Title VII of the Civil Rights Act of 1964**
42 U.S.C. §2000e-2
29 C.F.R. §1604.1, et seq.

CROSS-REFERENCE: **Policy DAAB, Grievance Procedures, Sex Discrimination**
Policy DAAB-R, Grievance Procedures, Sex Discrimination, Regulation
Policy DO, Termination, Certified Teachers
Policy DO-R, Teacher Termination Procedures
Policy FBA, Grievance Procedures, Sex Discrimination/Harassment (students)
Policy FBA-R, Grievance Procedures, Sex Discrimination/Harassment, Regulations (students)
Policy FO, Student Discipline
Policy FO-R1, Control and Discipline Policy
Policy FOD, Suspension of Students

SEXUAL HARASSMENT REPORT FORM

TO: _____ Board of Education

FROM: _____ (Grievant's full name)

Grievant's relationship to the school district:

_____ Student classification _____

_____ Employee job title _____

_____ Vendor

_____ Volunteer

Home Address: _____

Work Address: _____

Home Phone: _____ Work Phone: _____

Name(s) and title(s) of the individual(s) you believe sexually harassed you: _____

_____

_____

Date, time, place, and location of incident(s): _____

_____

_____

_____

_____

_____

Please use reverse of this form or attach additional sheets if necessary.

Please list any witness(es) to the above-described incident(s): _____

_____

_____

I certify that I have completed this report to the best of my ability. The information I have provided is a true and accurate account which is correct and complete to the best of my knowledge and belief.

Dated this _____ day of _____, 20_____.

_____

(If under 18, parent must sign as well.)

_____

This report was received by: _____

NONDISCRIMINATION

The Turpin 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 Turpin Board of Education does not discriminate on the basis of race, color, religion, national origin, sex, age, qualified handicap, 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 superintendent of schools who is the Title IX/504/ADA Coordinator.

Turpin Public Schools District	316 S. Lee Street Address
(580) 778-3333 Telephone	Turpin, Oklahoma 73950 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
Education for All Handicapped Children Act of 1975
Immigration Reform and Control Act of 1986
Americans With Disabilities Act of 1990, 42 U.S.C. §12101

GRIEVANCE PROCEDURE
GENDER DISCRIMINATION

It is the policy of the board of education that the superintendent shall serve as Title IX coordinator for this school district. The superintendent shall direct the implementing of educational amendments and regulations as it pertains to prohibition of gender discrimination in education, and shall prepare regulation governing gender discrimination grievance procedures.

The board shall appoint on a periodic basis a gender discrimination grievance committee, which shall consist of an administrator, a parent, and a member of the certified teaching staff.

NONDISCRIMINATION
(REGULATIONS)

In accordance with the policy of the board of education, the following regulations shall apply to insure that all local, state, and federal laws, regulations, and guidelines are followed.

General

In order for the school district to continue to receive federal financial assistance, it must comply with Title IX and the regulations promulgated through the U.S. Department of Health, Education and Welfare by the Department's Office for Civil Rights interpreting Title IX. If any program or activity of this district fails to comply with Title IX, or the federal administrative regulations implementing Title IX, public hearings would be held by the federal government which could result in the termination of federal funding of this district.

In addition to these sanctions, however, the board of education is of the general view that discrimination on the basis of gender in any education program or activity of this district is not to be permitted except where necessary to accomplish a specific purpose that does not impinge upon essential equality or fundamental fairness in the treatment of students or employees of this district. Accordingly, employees of this district are required by these regulations to comply with these provisions in relation to any rule or regulation adopted by the board of education of this district and to any state and federal laws applicable to this district.

Application to Specific Education programs and Activities

This prohibition against action by employees or other persons acting in the mane and on the behalf of this district which bases any exclusion from participation in, denial of benefits from, or discrimination in, any educational program or activity because of the gender of a student or employee applies to all education programs and activities conducted by this district including, but not limited to, the following:

1. Educational Programs

   A. Course Offerings—Applies to all course offerings, except with respect to physical education classes and activities at the elementary and secondary school levels. The following are not prohibited:

      1. Grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to gender:

      2. Separation of students by gender within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football,, basketball, and other body contact sports;

      3. Separation of students by gender within classes dealing exclusively with human sexuality';

      4. Separation of persons based on vocal range or quality even though such separation may result in chorus or choruses of one or predominantly one gender.

   B. Athletics—Applies to all athletic programs or activities, except that separate teams for members of each gender may be operated:

      1. When the sport involved is a contact sport;

2. Where selection for the separate teams is based upon competitive skill, provided that where there is no such team for the excluded gender, members of the excluded gender must be allowed to tryout for the team unless the sport involved is a contact sport, as defined above.

Equal athletic opportunity shall be provided for members of both genders, including equal prevision for equipment, supplies, coaching, facilities, services, and publicity, except that unequal aggregate expenditure of funds for members of each gender or male and female teams will not in or of itself constitute a violation of these regulations.

C. Counseling—Applies to all counseling and guidance activities at the elementary and secondary school levels.

D. Textbooks—Nothing in these regulations shall be interpreted as requiring or prohibiting or abridging in any way the use of particular textbooks or curricular materials.

2. Other Activities or Facilities

A. Financial Assistance—Applies to offering scholarship or other aid or assisting non-school organizations in the offering of scholarships or other aid to students of this district.

B. Employment Assistance—Applies to all efforts to place students in employment. The district shall, as part of any employment assistance program for students, ensure that all employment opportunities are made available without discrimination on the basis of gender and refuse participation in its student employment program to employers who would practice such discrimination.

C. Health and Insurance—Applies to all health or insurance policies offered to students but does not prohibit benefits or services which may be used by a different proportion of students of one gender than of the other, including family planning. If full coverage is provided, such coverage must include gynecological care.

D. Housing—nothing in these regulations shall be interpreted as prohibiting the separation of students by gender in housing for field trips or other reasons. Such separate housing must be comparable in quality and availability.

E. Toilet, Locker, and Shower Facilities—Separate toilet, locker, and shower facilities may be provided on the basis of gender. Such facilities shall be comparable to similar facilities provided for students of the other gender.

No rules on marital, family, or parental status that treats one gender different from the other shall be applied or enforced.

3. District Employment Activities

Applies to all aspects of the district's employment programs, including but not limited to, recruitment, advertising, process of application for employment, promotion granting of tenure, termination, layoffs, wages, job assignments, leaves of absence of all types, fringe benefits, training programs, employer-sponsored programs, including social or recreational programs and any other term, condition, or privilege of employment. Specifically, the following personnel employment practices are prohibited:

A. Tests-Administration of any test or other criterion which has a disproportionately adverse effect on persons on the basis of gender unless it is a valid predictor of job success and alternative tests or criterion are unavailable.

B. Recruitment—Recruitment of employees from entities which furnish as applicants members of only or predominantly one gender, if such action has the effect of discrimination on the basis of gender.

C. Compensation—Establishment of rates of pay on the basis of gender.

D. Job Classification—Classification of jobs as being for males or females.

E. Fringe Benefits—Provision of fringe benefits on the basis of bender; all fringe benefit plans must treat males and females equally.

F. Marital and Parental Status—Any action based on marital or parental status: pregnancies are considered temporary disabilities for all job-related purposes and shall be accorded the same treatment by the district as are all other temporary disabilities. No inquiry shall be made by the district in job applications as to the marital status of an applicant, including whether such applicant is 'Miss' or 'Mrs.,' but inquiry may be made as to the gender of a job applicant for employment if made of all applicants and is not basis for discrimination.

G. Employment Advertising—Any expression of preference, limitation, or specification based on gender, unless gender is a bona fide occupational qualification for the particular job in question.

Policy Enforcement

To ensure compliance with board policy, the superintendent shall:

1. Designate a member of the administration staff to:

   A. Coordinate efforts of the district to comply with these regulations;

   B. Develop and ensure the maintenance of a filing system to keep all records required under these regulations;

   C. Investigate any complaints of violation of these regulations;

   D. Administer the grievance procedure established in these regulations;

   E. Develop affirmative action programs, as appropriate

2. Provide for the publication of these regulations on an ongoing basis to students, parents, employees, prospective employees, and district employee unions or organizations, such publication to include the name, office, address, and telephone number of the compliance administrator designated above.

FEDERAL PROGRAMS, ESEA
COMPLAINT RESOLUTION

Any parent, individual, or organization with a complaint with regard to the Federal Programs at Turpin Public Schools may make the complaint known to the superintendent of schools in written form by filling out part I of the form, "Investigation Report on the Administration of ESEA Federal Program Activities." Within 30 days of receipt of the complaint, Turpin Public Schools will conduct an investigation of the allegations. The investigation shall include opportunities for the complainant or the complainant's representative to present evidence and question witnesses. Subsequent to the investigation, a report of findings will be filed with the State Department of Education and the complainant.

If the complaint has not been resolved to the satisfaction of the complainant, a hearing shall be conducted by the Board of Education within 30 days of receipt of written request for such a hearing. The hearing shall include opportunities for the complainant or complainant's representative to present evidence and question witnesses.

The complainant has the right to appeal the decision of the Turpin Public Schools to the State Department of Education, Compensatory Education Section, Oklahoma City, Oklahoma 73105.

A complaint made directly to the State Department of Education (SDE) without previously being filed with this school district will be reviewed by the SDE to determine if an investigation is warranted by the SDE because of the seriousness of the complaint or if the complaint shall be returned to the complainant to be filed with this school district. Complaints forwarded to this district shall be investigated within 30 days of receipt of the complaint by this district.

INVESTIGATION REPORT ON THE ADMINISTRATION OF ESEA FEDERAL PROGRAM ACTIVITIES

1. **Complainant**		C. Date complaint filed
A. Name and Title	B. Address (*include ZIP code*)	

D. List Federal Program and description of alleged violation(s)

E. From the list below, identify (check) the areas in which the complainant indicates violations of Federal Program regulations

( ) A. Selection of attendance areas
( ) B. Needs assessment
( ) C. Selection of Federal Program participants
( ) D. General aid
( ) E. Supplanting state and local funds
( ) F. Involvement of parents
( ) G. Services provided private school children
( ) H. Evaluation of Federal Program projects
( ) I. Services to children living in institutions for neglected or delinquent children
( ) J. Effect of Federal program on cultural or racial isolation
( ) K. Coordination of resources with other programs
( ) L. Dissemination of public information on Federal programs
( ) M. Reporting requirements
( ) N. Comparability
( ) O. Other (specify)

FOR EACH AREA CHECKED, PROVIDE A DETAILED STATEMENT OF THE ESSENTIAL FACTS CONCERNING THE NATURE AND EXTENT OF THE VIOLATIONS. (If necessary, continue on attachments.)

_____
Signature of Complainant

2. **School District**		C. Total of named LEA Federal Program allocation	D. Fiscal Year
A. Name			
B. Address (*include ZIP code*)		E. Name of Federal Program project coordinator at school district	
F. Superintendent of school district	G. Population of school district		

3. **Review Team**	B. Date of Investigation (*beginning and ending*)		
A. Name and address of local officials conducting this investigation	BEGINNING		
	Mo.	Day	Year
	ENDING		
	Mo.	Day	Year

C. Identify all Federal Program documents reviewed (*i.e., application proposal, evaluation reports, parental council records, fiscal control and accounting records, financial and audit reports, etc.*)

D. Indicate action taken to insure proper resolution of the complaint and of any deficiencies noted during the investigation (*if necessary, continue on attachments*)

E. Describe corrective action, if any (*if necessary, continue on attachments*)

Type or print name of superintendent	Signature of superintendent			Date Signed
Name of person who prepared this report	Area Code	Telephone Number	Extension	Date Prepared

RECORDS INVESTIGATION

The Turpin 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 at the superintendent's discretion. A written consent will be required from the prospective employee consenting to a felony records check to be conducted as authorized by Oklahoma law. The records check 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 procedures 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 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 up to 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

C O N S E N T

The name and fingerprints of an applicant for employment with this school district will be submitted to the Oklahoma State Bureau of Investigation for a national felony records search. Such a search will require that you be fingerprinted by the OSBI, or designee, and that you pay the cost of the search up to $50.00. If you are subsequently employed or are employed for a temporary period pending the receipt of the search results, then the district may reimburse you for the cost of the search. The school district may conduct a national felony records search of any current school employee if the board of education recommends the search.

I state that I have read the above requirements and do consent to being fingerprinted. I will pay the fee for an OSBI felony records search.

Signed this _____ day of _____, _____.

_____
Applicant

OKLAHOMA STATE DEPARTMENT OF EDUCATION
APPLICATION FOR CRIMINAL HISTORY RECORD SEARCH

PART I
Personal Information of Individual Being Investigated

In accordance with Oklahoma State Statute Title 70 §5-142, the State Board of Education requests criminal history information on:
(Please type or print plainly in ink, do not use pencil. Scratch-outs, mark-overs, or whiteouts are not allowed. All information must be provided.)

Name (Print) _____
(last) (first) (middle)

AKA or Maiden Name (if applicable) _____ Social Security Number _____

Date of Birth _____ RACE _____ SEX _____

PART II
Superintendent's Request for Criminal History Record Search

The undersigned certifies that the information will not be disseminated except in compliance with Title 70 O.S. §5-142, and that the local board of education has approved the requesting of said information.

_____ (School District Name)

_____ (Applicant's Position)

_____ (School District Address)

_____ (Identify if Child Care Worker)

_____ (School District Address)

_____ (School District Telephone Number)

_____ (Superintendent or Designated Agent)

_____ (Date)

Select Type of Search (State or National) and Method of Payment

☐ **State Search** **Fee: $15**	☐ **National Search** **FEE: $41**
(Searched by: Name, Social Security Number, and Date of Birth) (Provides information of arrest, charges and/or convictions of serious misdemeanors or felonies that occurred in Oklahoma and were reported to the Oklahoma State Bureau of Investigation {OSBI])	(Searched by: Fingerprints, Name, Social Security Number, and Date of Birth) (Provides information of arrest, charges and/or convictions of serious misdemeanors or felonies reported to the Federal Bureau of Investigation [FBI] by all states)

Method of Payment: ☐ Money Order or Certified Check **(payable to the OSBI)**
(Select One) ☐ Public School District Purchase Order Number: _____

NOTE: All criminal history record information provided by the Oklahoma State Bureau of Investigation is based upon fingerprints taken by the contributing law enforcement or criminal justice agency at the time of arrest and/or incarceration. This information is furnished by the OSBI in compliance with the Oklahoma Open Records Act, 51 O.S. §24A.1., et seq., and may include arrest and/or conviction data for serious misdemeanors and felonies.

PART III

STATE DEPARTMENT OF EDUCATION USE ONLY	**OSBI USE ONLY**
The undersigned certifies the State Board of Education has received this application from an approved requester. _____ (Director, School Personnel Records) _____ (Date)	

TEMPORARY CONTRACT
NOTICE OF LIMITED EMPLOYMENT

It is agreed by the employee and the Turpin School District that employment will begin as of the date below even though the results of the requested felony records search have not yet been received. It is specifically agreed by the district and the employee that the attached contract provides employment only up to the time the pending requested felony records search report is received by the district and that the **employee has no contractual or property rights of whatever nature in continued employment with the district past the receipt and review of the felony records search report or 60 days from the first day of district employment if no such report is received, whichever occurs earlier**. If the felony records search shows that the employee has a felony record, then the district, through its superintendent, will void this contract and will immediately terminate employment without further notice or hearing. Employment will automatically end if the felony records search report is not received within 60 days of the first day of service of employment duties. It is agreed that this temporary contract shall supersede any and all statements made otherwise in the attached regular employment contract.

If the felony records search report is received and shows no felony record, the employee and district shall enter into an employment contract. If a felony conviction is shown on the report, then employment will end when the report is received, unless the district, through its superintendent, decides to offer continued employment to the employee.

I acknowledge that I have read the above statement, that I understand my employment may cease prior to 60 days if the felony records search report shows a felony conviction, and that my employment will terminate at the end of 60 days if no felony search record is received during that time period.

Signed this _____ day of _____, _____.

Temporary Employee

DO NOT SIGN A REGULAR CONTRACT WITH THE EMPLOYEE UNTIL THIS 60-DAY AGREEMENT EXPIRES.

AUTHORIZATION AND RELEASE

This authorization and release is executed under penalty of perjury on the _____ day of _____, ___, by _____, applicant for employment ("Applicant") with the Turpin School District No. 128, Beaver County, Oklahoma (School District).

Applicant understands that the School District's receipt of a clear state or national felony record search of his/her name and fingerprints is a condition of employment with the School District. Because Applicant desires employment with the School District, Applicant authorizes the School District to request and obtain the results of an Oklahoma or national felony record search of Applicant's name and fingerprints. Applicant hereby releases Applicant's felony record search results to the School District. Applicant also releases the School District of any and all liability relating to its request for, receipt, and use of the search results.

Applicant acknowledges that Applicant has been furnished and understands all of the requirements of the School District's felony record search policy and agrees to be bound by all of its terms and conditions.

Applicant also agrees to truthfully answer the following questions:

Have you ever:

		Yes	No
1.	Entered a plea of guilty or nolo contendere to a state or federal felony charge?	_____	_____
2.	Been convicted of a state or federal felony offense?	_____	_____
3.	Been charged with a state or federal felony offense which was reduced to a misdemeanor offense to which you entered a plea of guilty or nolo contendere?	_____	_____
4.	Entered a plea of guilty or nolo contendere to, or been convicted of, a state or federal misdemeanor charge involving illegal chemical substances or illegal sexual activity?	_____	_____

Applicant understands that if Applicant is hired by the School District prior to receipt of the results of the felony record search, Applicant will be classified as a temporary employee until notified otherwise by the superintendent of schools. Furthermore, Applicant understands that if the felony record search reveals a prior felony offense conviction <u>or</u> if Applicant provides a false response to one or more of the above questions, then Applicant will be denied employment. If Applicant is employed prior to receipt of the search results that reveal a prior felony, then Applicant is deemed to have resigned Applicant's temporary employment with the School District, effective upon acceptance by the board of education. The board of education may accept Applicant's resignation at any time within 30 days after the date the School District was notified of either the unsatisfactory search results or the false response, whichever is later. Applicant waives Applicant's right to any and all due process procedures to which Applicant might otherwise be entitled under federal and state law and the School District's policies and procedures.

_____
Applicant's Signature

VERIFICATION

STATE OF OKLAHOMA)
)§
COUNTY OF BEAVER)

_____, Applicant, of lawful age and being first duly sworn upon oath, deposes and states that Applicant is familiar with the statements set forth above; that Applicant has read the foregoing Authorization and Release; and Applicant states that all the matters therein set forth are true and correct.

_____
Applicant

SUBSCRIBED AND SWORN to before me this _____ day of _____, _____.

_____
Notary Public

My Commission Expires:

_____
(Seal)

TEACHERS
DUTIES AND RESPONSIBILITIES

The Turpin Board of Education recognizes that teachers are professional persons who work within a code of ethics and professional responsibility. Nevertheless, in the interest of consistency and uniformity, the superintendent is directed to establish rules and regulations governing the activities of teachers within the Turpin Public School system.

TEACHERS
DUTIES AND RESPONSIBILITIES
(REGULATION)

In accordance with the policy of the board of education, the following shall govern the duties and responsibilities of teachers employed by the Turpin Public School system.

Teachers shall:

1. Attend scheduled workshops before the start of the school term and following the end of the school term or other approved workshops of equal length and in the teacher's field of study.

2. Be present in their assigned work places at 8:00 each morning. Full-time teachers shall remain at their work places until 3:05 p.m. Part-time teachers shall be present in their assigned work places at least 10 minutes prior to the start of their classes and shall remain until 10 minutes after their last assigned class [illegible].

3. Attend promptly all meetings called by the principal or superintendent.

4. Submit a complete roll of classes to the principal's office by the second week of each semester.

5. Keep informed concerning the selection of suitable teaching materials, the adoption of effective methods of instruction, and the application of procedures for evaluating the effectiveness of teaching.

6. Assist in the preparation of the teaching program and class schedules.

7. Assume responsibility and accountability for supplies, equipment, apparatus, and other school property within their area of instruction or supervision.

8. Follow established purchasing guidelines in the requisitioning of supplies and equipment and shall not act as purchasing agents for school books or supplies.

9. Make recommendations to the principal and superintendent for changes of textbooks for adoption and shall serve on the textbook selection committee if selected by co-workers.

10. Devote themselves during school hours to the duties of their respective assignments and will give careful attention to instruction, discipline, manner, and habits of their students.

11. Supervise students from the time they arrive at school until the time they leave the school premises. Playground duty, study halls, and special activity assignments should be considered as much a part of the teaching assignment as the regularly scheduled class periods. Teachers will be in the halls between classes.

12. Assume responsibility for the discipline of their respective classrooms. Students shall not be excluded from classes without good cause. The aid and counsel of the principal shall be sought on questions of discipline and special misconduct cases shall be referred to the principal.

13. Report student misconduct.

TEACHERS, DUTIES AND RESPONSIBILITIES, REGULATION (Cont.)

14. Maintain proper records of the work and progress of students. They shall report to the principal any student whose progress or advancement warrants reclassification, and any student who, for any cause, fails to properly complete assigned classroom work. Teachers shall assign, grade, and return to the student any required make-up work for excused absences.

15. Give careful attention to the health and well-being of the students in their care, paying attention to such problems as weak eyes, defective hearing, and other common health problems. Teacher's should also observe the eating habits of students and encourage them to improve their personal health programs. If any child lacks proper food or clothing, teachers should refer the student to the principal or superintendent who may seek assistance from local civic organizations. In questions related to student health, reference should be made to the health guidelines published by the Oklahoma State Department of Health and the State Department of Education.

16. Assist in conducting fire drills and storm drills.

17. Plan class work and secure necessary materials so as to eliminate trips out of the classroom. Teachers shall not send students on errands during school hours. Only the principal may send students on errands and for school business only.

18. Refrain from participating in fund raising campaigns during school hours unless such campaigns have been approved by the superintendent and the board.

19. Remain with their respective class or sponsored class during assembly programs.

20. Regulate the room temperature, sunlight, and other physical factors to make the assigned room comfortable. Lights should be turned off when leaving the room.

21. Notify the principal as soon as possible if a substitute teacher is needed in the event they find they will be late or absent because of unforeseen emergencies. Teachers shall not be absent from their classroom without prior notice to the principal.

22. Perform other duties as assigned by the principal.

Teachers are encouraged to attend and/or show interest in all school-related functions, not just those activities in which they are specifically concerned.

At the end of the school year, each teacher must have the following completed and ready to hand in before checking out:

1. Completed inventory of all supplies and equipment in the assigned classroom/department

2. Semester grade sheets completed

TEACHERS, DUTIES AND RESPONSIBILITIES, REGULATION (Cont.)

3. Inventory list of textbooks
4. Want list for following school year
5. All incomplete grades changed
6. Textbooks properly stored
7. Sponsors must insure all organizational bills are paid
8. Must be cleared by principal before departure

TEACHER ASSISTANTS

It is the policy of the Turpin Board of Education that teacher assistants will be employed for the school term only. Employment will be offered if funds are available, the educational need exists in a particular program, and the applicant possesses 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, who are paid with Title I funds 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, who are paid with Title I funds have until January 1, 2006, 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 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 IV-A 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.

Teacher assistants are employed for 180 days and receive ten days of non-accumulative sick leave per 180 days.

TITLE I PARAPROFESSIONALS

It is the policy of the Turpin 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 January 1, 2006, 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

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 commitment to students and the 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 or required by law.

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 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:
   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. Abandonment of contract,
   H. Conviction of a felony,
   I. 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
   J. Failure to earn required staff development points.

2. A career teacher shall not be subject to dismissal or non-reemployment for items A, B, D, E, and F, above unless and until a written admonishment has been issued in accordance with relevant law.
3. A probationary teacher shall not be subject to dismissal or non-reemployment for inadequate teaching performance unless or until a written admonishment has been issued in accordance with relevant law.
4. Temporary teachers, substitute teachers, adult education teachers, and teachers employed in positions fully funded by private or federal grants shall not be protected by the provisions of the Teacher Due Process Act.
5. A teacher convicted of a felony shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued.
6. 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 , 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).

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 Turpin 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:

   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.

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.

CROSS-REFERENCE:
Policy CMAA, Use of School Property by District Employees
Policy DBDA, Restrictions on Dual Employment
Policy DBDB, Client Confidentiality
Policy GK, Use of School Property

EMPLOYMENT PRACTICES

It is the policy of the Turpin 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 ten days after the effective date of the education appropriation bill or by June 1, whichever is later.

The superintendent shall recommend candidates for administrative, support, and certified positions to the board. The principal(s) shall be consulted on the employment and retention of teachers.

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 BJB, Separation/Recruitment of Superintendent**
Policy DAA, Nondiscrimination
Policy DOAC, Suspension, Demotion, or Termination of Support Personnel
Policy DOCA, Reduction-In-Force, Certified Personnel
Policy DOCB, Reduction-In-Force, Support Personnel

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

EMPLOYMENT PROCEDURES
CERTIFIED PERSONNEL AND CLERICAL STAFF

All applications will be submitted to the administrative offices.

Applicants will be screened and interviewed by the superintendent of schools prior to being interviewed by the building principals.

1. Screening procedures by the superintendent:

   A. Select a reasonable number of applicants for interviews.

   B. Interview applicants.

   C. Submit applications and schedule interviews with the building principal.

2. Screening procedures by the principals:

   A. Interview applicants selected by the superintendent.

   B. Select an applicant for the vacant position. If the applicants interviewed do not meet the approval of the principal, the superintendent must be notified that interviews of additional applicants are required.

   C. Upon selection of an applicant, the principal must return all applications to the superintendent and designate the selected applicant.

3. Recommendation to the board of education for approval:

   A. The superintendent will submit to the board of education the name of the applicant selected.

   B. When the applicant has been approved by the board of education, the applicant and building principal will be informed by the superintendent.

4. When employed, the applicant must:

   A. Establish a personnel file in the administration office;

   B. Contact the finance office at the administration office to make financial arrangements;

   C. Report to the building principal for further instructions.

<u>Oath of Office</u>

Every person who is employed to teach in the Turpin Public Schools shall first take and subscribe to the loyalty oath or affirmation required by state law in order to qualify for and enter upon the assigned duties and/or receive compensation.

EMPLOYMENT PROCEDURES, CERTIFIED PERSONNEL AND CLERICAL STAFF (Cont.)

Certification and Licensing

It is the responsibility of the employee to meet the qualifications for any license or certification required in order to hold the position assigned. Any license or certification required must be kept valid and up-to-date to qualify for continued employment. State school law requires a valid certificate before salary can be paid.

CERTIFICATION

It is the responsibility of the employee or prospective employee to provide the district with official evidence of a valid license or certification, including initial certificates and licenses.

Until evidence of valid certification is on file with the school district, complete processing of applications will not take place, teaching contracts cannot be executed, and employment recommendations cannot be made to the board of education.

Applicants may be permitted to perform services as a non-certified substitute teacher at the current substitute pay rate. Employment as a substitute teacher will be for a period of time not to exceed that set by state law. (See policy DPB.) After expiration of this time limit, no further professional services may be provided by the applicant during the current school year until official certification is on file with the district and an employment contract is executed.

Contract salary payment can be retroactive only to the date of the certificate.

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.**

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 request or 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.)

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).

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.

Drug Testing Procedures

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

1. Samples shall be collected and tested only by individuals deemed qualified by the State Board of Health. Such samples may be collected on the premises of the school district or at a testing facility.

2. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected.

3. The collection of samples shall be performed under reasonable and sanitary conditions.

4. Samples shall be collected in sufficient quantity for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results of the main specimen.

5. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of urinalysis, no representative, agent, or designee of the school district shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.

6. 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 program. Drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment, or rehabilitation shall be provided to the employee.

5. The employee will be suspended until the employee has tested negative on a follow-up drug screening. The follow-up drug screening will be administered no earlier than seven nor more than forty-five (45) calendar days following the initial positive drug screening. The physician who administered and interpreted the initial drug screening will make a recommendation to the district as to the amount of time that is appropriate before administering the follow-up drug screening, depending on the type and amount of chemical substance initially detected in the employee's system. The employee may use existing accrued leave during this suspension. If the employee does not have sufficient accrued leave to cover the absence, the leave will be without pay unless prohibited by applicable law. All employees hereby affected by this policy and regulation will be provided appropriate due process procedures.

6. If the follow-up drug screening is negative, the employee may be returned to regular assignment. If the drug screening is positive, procedures for the employee's termination will be implemented in accordance with this policy and the district's employment termination policies.

7. Any employee whose drug screening is positive a second time, regardless of the length of time which has passed since the first positive test, will be recommended to the board for dismissal. Any employee who has once tested positive may be subject to random drug screening sampling for a period of two years, commencing with the employee's return to work, and/or may be recommended for dismissal.

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.

Other Provisions

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

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

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

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

WORKPLACE DRUG AND ALCOHOL TESTING

It is the policy of this board of education to request or require an employee or new applicant 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.

DRUG AND ALCOHOL TESTING PROGRAM
BUS DRIVERS

Emplyees who operate school vehicles are subject to drug and alcohol testing if a commercial driver's license is required to operate a school vehicle which transports 16 or more persons, includint the driver, or which weighs 26,001 pounds or more. For the purposes of this testing program, the term "employees" includes applicants who have been offered a position to operate a school vehicle.

Employees operating a school vehicle as described above are subject to preeemployment drug testing and random, reasonable suspicion, post-accident, return-to-duty, and follow-up drug and alcohol testing. Employees operating school vehicles shall not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this policy shall be sensitive function within four hours of using alcohol. Employees governed by this policy shall be subject to drug and alcohol testing beginning the first day they operate or are offered a position to operate school vehicles and will continue to be subject to drug and alcohol testing as long as they may be required to perform a safety-sensitive function as it is defined in administrative regulations. In the event that the employee is unable to be administered one form of drug testing then another form of drug testing shall be administered. (See DCCB-R) Employees with questions about the drug and alcohol testing program may contact the superintendent.

Employes who violate the terms of this policy will be subject to discipline up to and including termination. Employees who violate this policy may be required to successfully participate in a substance abuse evaluation and, if recommended, a substance abuse treatment program. Employees required to participate in and who fail to or refuse to successfully participate in a substance abuse evaluation or recommended substance abuse treatment program will be subject to discipline up to and including termination.

It is the responsibility of the superintendent to develop administrative reulations to implement this policy. The superintendent shll also inform applicants of the requirement for drug and alcoho testing in notices or advertisements for employment, in the application from, and personally at the first interview with the applicant.

The superintendent shall also be responsible for publication and dissemination of this policy and its supporting administrative regulations to employees operating school vehicles. The superintendent shall also oversee a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment resources and programs.

EMPLOYMENT ACKNOWLEDGMENT FORM

I have received, read and understand the Turpin Public School's Drug and Alcohol Testing Program. I agree to submit to drug and alcohol tests at any time as a condition for my initial or continued employment. I understand that my failure to comply with this policy or a violation of the policy may result in disciplinary action up to and including termination of employment.

_____ _____

Employee Date

EMPLOYMENT OF SUPPORT PERSONNEL

Non-certified personnel shall be selected on the basis of training, experience, character, and general competence. This school district will recruit well-qualified personnel and assign them according to district needs. The Turpin Board of Education shall employ support personnel without regard to age, race, creed, color, sex, national origin, qualified handicap, or veteran status.

The recruitment of personnel is a responsibility of the superintendent. The superintendent will consider the recommendations of the appropriate supervisor. Employment of support personnel shall be determined by the board of education upon the recommendations of the superintendent.

After July 1 of each school year, all support employees will enter into a one year contract which will expire not later than the following June 30. Salaries will be in accordance with the adopted salary schedule.

All newly hired full-time support personnel will be hired for a probationary period of 90 days. At the end of the probationary period, these employees will enter into a contract with Turpin Public Schools for the remainder of the fiscal year. Support employees have no property right to employment during the first year of employment and may be released without cause during the first year of employment.

Following the first year of employment, support employees who are not reemployed for the subsequent year shall have a right to a hearing and the unemployment or employment termination shall be for cause only.

REFERENCE: 70 O.S. §6-101.40, et seq.

CERTIFIED STAFF RESIGNATIONS

It is the policy of the Turpin Board of Education that teachers who wish to resign should submit a written resignation to the superintendent. The resignation letter should give as much advance notice as possible, the reason for resignation, and the date desired for termination of employment. Resignations should be tendered no later than fifteen (15) days after the first Monday in June. The superintendent will have the authority to accept or not to accept an employees written resignation. If the superentendnet refuses to accept a resignation, the matter may be brought to the school board for appeal.

SUPPORT STAFF RESIGNATIONS

It is the policy of the Turpin Board of Education that support staff who wish to resign should submit a written resignation to the superintendent. The resignation should provide as much information as necessary, but must contain the date desired for termination of employment. The superintendent will have the authority to accept or not to accept the employee's written resignation. If the resignation is accepted by the superintendent, termination will be effective as specified in the letter of resignation.

SALARIES AND EXPENSES

It is the policy of the Turpin Board of Education that no teacher shall be paid less than the state schedule. Extra duties shall be compensated for as scheduled. Salaries of all other employees shall be determined by the board. A schedule of salaries and fringe benefits paid to administrators will be filed with the State Department of Education by October 1, each year.

Extracurricular List for Non-Sports Duties

ACTIVITY	AMOUNT FOR
Academic Coach	1500.00
Band Activities	5500.00
High School Cheerleading Asst. Cheer-Coach	2500.00 1500.00
ITV	1000.00
Junior High Cheerleading Asst. Cheer-Coach	1500.00 750.00
Pool	1200.00
Speech	3000.00
Transportation Dir.	4,000.00
Vocal	3500.00
Yearbook	1250.00
Concession Sponsors 10th and 11th 2 each	500.00
Student Council	500.00

Rent free housing furnished for administrators: Superintendent, Principals, Couselor, Athletic Director

EXTRACURRICULAR PAYMENT FOR SPORTS DUTIES

SPORT	COACHES	
	Head	Assistant(s)
Softball (G)	$2500	$1500
5th - 6th Football (B)	$750	$500
JH Football (B)	$1250	$1000
HS Football (B)	$4250	$2000
5th-6th Basketball (G)	$750	$500
JH Basketball (G)	$1250	$1000
HS Basketball (G)	$4250	$2000
5th - 6th Basketball (B)	$750	$500
JH Basketball (B)	$1250	$1000
HS Basketball (B)	$4250	$2000
5th - 6th Track (G)	$750	$500
JH Track (G)	$1000	$750
HS Track (G)	$2500	$1500
5th - 6th Track (B)	$750	$500
JH Track (B)	$1000	$750
HS Track (B)	$2500	$1500
HS Baseball (B)	$2500	$1500
Athletic Director	$5,000.00 + House	
JH Softball	$1000	

Summer programs separate.

SALARY PAYMENT SCHEDULE

It is the policy of the Turpin Board of Education that all salary checks will be issued on the first day of each month. If the first day of the month occurs on a weekend, checks will be issued on the first business day of the month.

All full-time employees will be paid on a twelve-month basis.

For the purpose of computing fractional pay or deductions, the monthly salary divided by the work days in the month will determine the daily rate of salary for bus drivers and clerical, custodial, and lunchroom personnel.

PERSONNEL LEAVE PROGRAM

The Turpin Board of Education recognizes that district employees must occasionally be absent from work. Therefore, leave time in different categories will be provided for employees to be absent when necessary.

It is also important for district employees to understand that the continuity of education services is best served when the regularly assigned employee is at work. Therefore, employees should use the leaves provided in a prudent and judicious manner.

The abuse of leave by employees will not be tolerated and any employee abusing leave policies will be subject to disciplinary action up to and including termination of employment.

PERSONNEL LEAVE PROGRAM
DEDUCTIONS FOR UNPAID AUTHORIZED ABSENCES
(REGULATION)

If a district employee believes there is a need to be absent from work for any reason not covered in the approved leave policies, the employee may request, in writing, unpaid leave for that purpose from the immediate supervisor.

If unpaid leave is granted by the immediate supervisor, an amount equal to one day's pay will be deducted from the employee's salary for each day of such approved absence.

If an employee is absent without securing approval for an unpaid absence, the employee shall be denied the salary for such absence and will be considered to be engaging in willful neglect of duty; therefore subject to disciplinary action up to and including termination of employment.

SALARY AND WORKING CONDITIONS FOR EDUCATIONAL SUPPORT EMPLOYEES

In order to retain competent support employees, the Turpin Board of Education desires that its salary and wage policy shall be based upon the payment of prevailing wages and that its personnel policies relating to working conditions be as advantageous to the employees as any in the area.

"Prevailing wages" is defined as the average wage paid by private and public employers for the same type or classification of work in the work area of the school district, as performed by school employees. The board believes the school district should pay neither more nor less than does the surrounding area for comparable skills. Salary guides and hourly rates of pay for various job classifications of non-certified personnel shall be adopted by the board of education.

The basic work day, week, month, and year for full-time non-certified personnel shall be established by the superintendent and the administrative staff.

CROSS-REFERENCE: Policy CVFA, Fair Labor Standards Act
Policy CVFA-R, Fair Labor Standards Act, Regulation

PERSONNEL HOLIDAYS

It is the policy of the Turpin Board of Education that the following paid holidays may be observed by all support personnel except bus drivers.

Christmas
Easter
Independence Day
Labor Day
Memorial Day
New Years Day
Thanksgiving

SICK LEAVE CERTIFIED PERSONNEL

The Turpin 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 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 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.

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**

JURY DUTY SERVICE AND WITNESS LEAVE (REGULATIONS)

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

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

If a school district employee is subpoenaed to appear as a witness in a civil court proceeding, except in a proceeding in which the school district or the state is a party, the school district shall be entitled to a witness fee equal to the amount of the substitute teacher cost, not to exceed One Hundred Dollars ($100.00) per day.

REFERENCE: 70 O.S. §6-104
28 O.S. §84.1

MILITARY LEAVE
(REGULATIONS)

The board shall provide leave to qualified employees who are members of any component of the Armed Forces of the United States (Army, Navy, Marine Corps, Air Force, Coast Guard), including members of the Army and Air National Guard and the Reserve Forces and the commissioned corps of the Public Health Service, when the employee meets the requirements set forth below and the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA). A leave of absence for the period of active service shall be without loss of status or efficiency rating and without loss of pay during the first 30 days of such leave.

Reemployment Rights

In order to qualify for reemployment rights, the employee must be or must have been employed on a regular basis. Employees who are employed as temporary employees for a definite, nonrecurring period of time are not eligible. In order to qualify for reemployment rights, employees must be qualified as set forth in these regulations and in The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Employees must provide advance notice of military service unless military necessity prevents such notice or unless notice is otherwise impossible or unreasonable. Such oral or written notice must be provided by the employee or by an appropriate officer of the service branch. In order to qualify for reemployment, the employee cannot be absent for a period greater than five years unless the employee qualifies for an exception as set forth below. The employee must be or have been separated from the service under honorable conditions.

If the service is less than 31 days or is for the purpose of taking a fitness-for-duty examination, the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service plus additional time for safe travel back to the employee's residence plus eight hours.

If the service is for a period greater than 31 days but less than 181 days, the employee must submit an application for reemployment no later than 14 days following completion of service.

If the service is for a period greater than 181 days, the employee must submit an application for reemployment no later than 90 days following completion of service.

These time limits may be extended up to two years if the employee is hospitalized or is convalescing from an injury or illness caused by the military service. The two-year extension may be further extended if reporting is impossible or unreasonable due to circumstances beyond the employee's control.

An employee with less than 91 days of service will be immediately re-employed in the position the employee would have attained had the employee not been absent if all qualifications for the position are met. If the employee is not or cannot reasonably become qualified for the advanced position, reemployment will be offered in the same position held prior to military service if qualified. If the employee is not and cannot become reasonably qualified for the same position, a position of lesser status and pay will be offered.

An employee who is absent for more than 91 days will be offered reemployment under the same conditions as above except that a different position with equivalent pay, status, and seniority may be offered.

Refresher training or "update" training will be provided if appropriate and necessary.
If a qualified employee applies for reemployment and has a service-related disability, reasonable accommodations will be made if possible. If reasonable accommodations cannot be made, a position providing equivalent seniority, pay and status will be offered. If neither of these options is possible because of the disability, a position as nearly equivalent as possible in seniority, pay and status will be offered.

Employees who are reemployed under these regulations are entitled to participate in any benefits available to employees on nonmilitary leaves of absence but must pay any employee participation costs that other employees pay.

An employee who is reemployed under these regulations will not be considered as having a break in service for purposes of any applicable pension plan and the military service time will be considered for benefit vesting and accrual consistent with any state regulations or law.

Health Insurance Coverage

If requested, the school district will maintain health insurance coverage on the employee (and the employee's family) for the first 30 days of military service regardless of whether the employee is called to active duty for more or less than 30 days. However, the employee must pay any employee participation costs that other employees pay. If the employee is called to active duty for more than 30 days, the military medical benefit will provide coverage. If the employee wishes to maintain private insurance after the first 30 days (for up to 18 months), the employee must pay the full cost of the premium.

The employee (and the employee's family) may chose to go back on the district health plan immediately upon return to district employment. There will be no waiting period and no exclusion of pre-existing conditions, other than for VA-determined service-connected conditions.

REFERENCE: 70 O.S. §6-105
USERRA, 1994 as amended

PERSONAL BUSINESS LEAVE

The Turpin 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 to 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)**

FAMILY MEDICAL LEAVE

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

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

1. The school district must have 50 or more employees on the payroll for 20 workweeks during the current or preceding calendar year.

2. At least 50 employees must work within 75 miles of the district's worksite for the district to be covered; and

3. The employee must have worked for the school district for at least 12 months and for at least 1,250 hours during the last year.

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

1. Birth, adoption, or foster placement of a child by an employee;

2. To care for a spouse, son, daughter, or parent who suffers from a severe health condition; or

3. For a serious health condition the employee is experiencing.

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

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

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

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

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

Upon completion of family leave, the employee will be entitled to return to the former position of employment with equivalent benefits and pay without loss of seniority or tenure. The employee will be deemed to be at work for the purposes of tenure accrual and retirement vesting and participation. The district will maintain the employee's medical insurance coverage. If the employee contributes toward the premiums, the employee will continue to pay the same rate while on leave.

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

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

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.

The board of education may grant leave with pay not to exceed fifteen (15) working days to an employee who is affected by a presidentially declared national disaster in Oklahoma after May 12, 2000.

1. The employees suffered a physical injury as a result of the disaster;

2. A relative or household member of the employee suffered a physical injury or died as a result of the disaster;

3. The domicile of the employee or the domicile of a relative of the employee was damaged or destroyed as a result of the disaster.

LEAVE: PROFESSIONAL CERTIFIED PERSONNEL

The Turpin Board of Education is committed to the principle of providing and approving opportunities for the professional improvement of its certified staff. In response to this principle. teachers may be released from classroom duties without loss of salary or benefits for attendance at meetings of a professional nature which contribute to the basic function of the teacher's assignment. Professional leaves will be granted only upon approval of the principal and/or superintendent.

All requests for absence for professional reasons must be in writing and must be forwarded to the superintendent by the principal with the principal's recommendation for approval or disapproval and reason for same. Professional days in the school calendar are a part of the teacher's contract.

LEAVE: JURY DUTY
CERTIFIED PERSONNEL

The Turpin 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

EMPLOYER RESPONSE TO EMPLOYEE REQUEST FOR FAMILY OR MEDICAL LEAVE

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

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

☐ the birth of a child, or the placement of a child for adoption or foster care; or

☐ a serious health condition that you need care for; or

☐ a serious health condition affecting your ☐ spouse, ☐ a child, ☐ parent, for which you are needed to provide care.

You notified us that you need this leave beginning on _____ (*date*) and that you expect 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 to 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.

EMPLOYER RESPONSE TO EMPLOYEE REQUEST FOR FAMILY OR MEDICAL LEAVE (Cont.)

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 form dates, e.g., the 10th of each month, or pay periods, etc. that specifically cover the agreement with the employee.*)

(b). You have a 30-day grace period in which to make payment. If payment has not been made timely, your group health insurance may be canceled, 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.

(c). We ☐ will ☐ will not pay your share of the premiums for your health insurance while you are on leave.

(d). 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, when you return from leave, you will 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 such 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.

(b). We ☐ have ☐ have not determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. (*Explain (a) and/or (b) below.*)

8. You ☐ will ☐ will not be required to furnish us with periodic reports of your status and intent to return to work every 30 days while on FMLA leave.

9. You ☐ will ☐ will not be required to furnish recertification every 30 days relating to a serious health condition (*Explain below, if necessary.*)

SICK LEAVE
SUPPORT PERSONNEL

It is the policy of the Turpin 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 <u>life-threatening</u> 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 Turpin Board of Education to reimburse expenses incurred by employees or members of the board on educational trips authorized by the board and 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

TRAVEL AND EXPENSES

It is the policy of the board of education that official school travel employees will be approved in advance by the building principal and/or the superintendent. Requests and arrangements for employee travel will originate from the appropriate building administrator's office. Travel requests will be made as early as possible and placed on the 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. The superintendent will oversee lodging expense to make sure it is reasonable.

Per diem for meals for overnight stay will be paid at a rate of $25.00per night's stay. Certified instructional employees who attend professional development activities outside of their contracts will be paid a daily stipend of $200.00 for a whole day and $100.00 for one half day. Use of these days must be approved in advance by the administration.

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 55 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 superintendent'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 sponsors 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
70 O.S. §5-129

TURPIN PUBLIC SCHOOL DIST. #128
STATEMENT OF EXPENSES

Name of Employee:_____Position:_____
Reason for Expense:_____
Location_____Date Attended_____

SUMMARY OF EXPENSES:

In order to be reimbursed for any expense (with the exception of mileage) a receipt of each expenditure should be at attached to this claim.

Meals (Keep and return all receipts to Lynette)----------$_____

OR Per Diem @ $25.00 per night's stay----------$_____

List all dates for Per Diem_____
_____

Lodging----------$_____

Miscellaneous Total----------$_____

Itemized Miscellaneous:_____$_____
_____$_____
_____$_____
_____$_____
_____$_____

Mileage: Total Miles_____@ $.55 per mile----------$_____
Total expenses----------$_____
Advance Received---------$_____
Total Expenses----------$_____
Amount Due or Returned-$_____
(Please circle one)

I hereby certify that all expenses listed are correct and were incurred in the performance of my duties.

Signature:_____Date:_____
Employee

Approved:_____Date:_____
Building Principal

Approved_____Date:_____
Superintendent

UNUSED SICK LEAVE RETIREMENT PROGRAM

It is the policy of the Turpin 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), 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 Teacher's 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 which 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 superintendent 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 are acceptable to the Teachers Retirement System.

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.

LEAVE SHARING PROGRAM

The Turpin 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 pregnant or recovering from childbirth or 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, including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom as determined by a leave sharing committee composed of the employee's peers and supervisors.

"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 or a relative or a household member of the employee must have a severe or extraordinary illness, injury, impairment, or physical or mental condition. Included within the definition of a severe or extraordinary condition is any temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom.

2. The condition must have caused, or is likely to cause, the employee to take leave without pay or to terminate employment.

3. Donated sick leave will not be available until all sick leave, FMLA leave, and vacation time which is available to the requesting employee is exhausted. Available sick leave which must be exhausted includes only earned sick leave and the extended 20 days during which the employee is charged a substitute's salary.

4. 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.

LEAVE SHARING PROGRAM, REGULATION (Cont.)

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.

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.

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.

A sick leave fund will be established only on a case by case basis.

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.

RETIREMENT PROGRAM

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

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

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

RETIREE HONORS

It is the policy of the Turpin Board of Education to honor outgoing members of the board of education and Turpin school staff in the following manner:

Members of the Turpin Board of Education, administration, faculty, or support staff with five years of service or more will be honored with a decorative plaque commemorating their years of service in the district.

EMPLOYEE GRIEVANCES

The Turpin Board of Education believes that good communication between district employees, the administrative staff, and the board is essential for the effective operation of the schools. The superintendent is directed to prepare, subject to board approval, a grievance procedure for employees as the prescribed means of resolving issues that may arise with respect to terms and conditions of employment. The practice of individual teachers going directly to individual board members to present school problems without following the appropriate procedures is looked upon with disfavor.

EMPLOYEE GRIEVANCES (PROCEDURE)

In accordance with the policy of the board of education, this procedure sets forth the necessary steps to follow in registering and processing a grievance with the school district.

Definitions:

A grievance is a complaint by a district employee alleging a violation or misinterpretation of any district policy or regulation directly and specifically governing that employee's terms and conditions of employment.

A grievant or a complainant is any employee of this district filing a grievance.

Terms and conditions of employment means the hours of employment; the compensation, including fringe benefits; and the district's personnel policies which affect the employee.

A day means any day in which the schools are in operation.

Immediate supervisor is the lowest-level administrator having supervisory authority over the grievant.

The following steps will be used in presenting a complaint or grievance:

Step #1 The complainant must present the complaint orally or in writing to the complainant's immediate supervisor. The supervisor will attempt to resolve any issue within his or her authority and area of responsibility.

Step #2 If the complaint cannot be resolved by the complainant's immediate supervisor, the complainant must present in written form within ten days (two working weeks) the complaint to the grievance officer. The superintendent shall appoint the grievance officer.

Step #3 The grievance officer has a working week (five days) in which to investigate and respond.

Step #4 If not satisfied, the complainant may appeal within ten days (two working weeks) to the superintendent or designee.

Step #5 The superintendent or designee must respond to the appeal within five days (one working week).

Step #6 If the grievant is not resolved at this level, an appeal may be made within ten day (two working weeks) to the board of education which will review the grievance at the next regular meeting or within thirty calendar days. The review will be limited to the documentation provided to the board at the board meeting. Documentation will not be distributed prior to the board meeting. Each side will be given an opportunity limited to ten minutes, to present their materials. The board may ask questions at any time.

Step #7 The local board of education will come to a decision before the meeting is adjourned. The board may go into executive session only if the grievance directly involves any one of the reasons provided in 25 O.S. 307. The decision of the board shall be final and nonappealable.

HEALTH
PERSONNEL

The Turpin 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.

STAFF SAFETY
ASSAULTS

All cases of assault suffered by a teacher in connection with his/her employment shall be reported in writing by the teacher to the principal, who shall transmit the report to the superintendent. The superintendent shall acknowledge receipt of such report to the principal and the teacher. A copy of the report may be sent to the Classroom Teachers Association.

In any case of assault upon a teacher or a complaint or suit by third parties as a result of actions taken by the teacher while performing his/her duties, the board will render assistance to the teacher in connection with the handling of the incident by law enforcement or judicial authorities. This assistance shall be limited to the assistance necessary in the filing of charges in connection with the incident. If criminal or civil proceedings are brought against the teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request the board to furnish legal counsel to defend him/her in such proceedings. A decision to furnish or not furnish such legal counsel shall be determined by the board of education and shall be based on the circumstances surrounding each case. The board shall determine any limits for time loss due to legal proceedings.

If an assault on a teacher, occurring from the performance of his/her teaching duties, results in loss of time, the teacher shall be paid in full for such time and said absence shall in no event be deducted from any sick leave to which such teacher is entitled.

A student who has been suspended for a violent offense which is directed towards a classroom teacher shall not be allowed to return to that teacher's classroom without the approval of that teacher.

REFERENCE: **21 O.S. §650.7**
51 O.S. §151, et seq.
70 O.S. 24-101.3

CROSS-REFERENCE: **Policy DEAA, Compensation for Lost Time**
Policy FNCH, Assaults Upon School Employees

HYGIENE AND SANITATION (BLOODBORNE PATHOGENS)

The Turpin 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
Board Minutes dated May 1, 1995

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

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.
B. DC Gold
   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.

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

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.

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.

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

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 DC Gold 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.

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.

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

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 DC Gold solution, air dry.

E. Clean dustpan and broom, if used. Rinse in DC Gold solution or household bleach solution.

F. Wash hands as described above.

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 ½ cup bleach to the wash cycle. If it is not bleachable, add ½ cup non-chlorine 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.

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

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.

   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.

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

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. General Information

A. CPR - Use disposable mouth piece and/or face shield (will be kept in the clinic).

B. DC Gold 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.

11. 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.

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

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.

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.)

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)

ASSIGNMENT OF TEACHERS

It is the policy of the Turpin Board of Education that the superintendent and building principal shall cooperatively determine the assignment of teachers. Assignments shall be based upon the requirements of positions and the qualifications of teachers. Upon the receipt of a written request, current teachers may be considered for vacancies.

No new assignments will be made which places one member of a family in direct supervisory or evaluative relationship with another member of his/her immediate family.

Nothing in this policy shall be construed to prevent an existing staff member from being promoted to an administrative position, which would place him/her in a direct supervisory or evaluative relationship with another member of the immediate family. However, a transfer of the other family member will be made by the board of education as soon as possible.

All teachers shall be given notice of any change in their assignments for the forthcoming year. The superintendent may establish regulations governing the assignment of teachers and other professional personnel if he so chooses.

Throughout the school year, teachers shall be assigned to additional, temporary duties. Such duties may include but will not be limited to the following:

1. Hall duty (grades 7-12 only)
2. Playground duty (elementary school only)
3. Gate duty (all teachers)
4. Cafeteria duty (grades 1-12)
5. Bus duty (grades K-6)
6. Other duties as directed by the principal

TEACHER TRANSFERS

When vacancies or new positions occur in the Turpin Public Schools, teachers within the system are entitled to apply for those positions through transfer request.

Transfer requests are classified in two categories: voluntary requests and involuntary administrative transfers.

Information regarding vacancies and impending vacancies is maintained in the office of the superintendent and is available upon request to teachers desiring reassignment.

Procedures for requesting a transfer are in accordance with administrative regulations.

Criteria determining voluntary transfer requests are as follows:

1. Teachers may request transfer whenever there is an opening.
2. Transfer requests must be in writing, directed to the building principal.
3. Requests must be submitted by April 1.
4. Teachers must be certified in the positions requested.
5. Final assignment depends on a mutual agreement between both of the principals, the teacher, and the superintendent.

Involuntary administrative transfers may result because of the following:

1. Equalization of staff members due to increase or decrease in student population;
2. Specific needs of the school district;
3. Certification requirements;
4. Valuation of teaching records;
5. Balancing experience among the staff;
6. The best interests of the school environment.

All transfer requests are subject to position availability.

CROSS-REFERENCE: Policy DCBB, Advertising and Posting Vacancies

FACULTY MEETINGS

The Turpin Board of Education believes that the school administrators should schedule faculty meetings as necessary to insure the successful operation of the school program. However, the board believes that administrators should evaluate faculty meetings carefully and schedule only those that are essential. Teachers are expected to arrive on time and attend all scheduled faculty meetings unless excused by the appropriate administrator.

PLANNING PERIODS

All instructors 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.

OVERTIME AND COMPENSATION TIME

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

When, at the employee's selection, compensatory time is granted in lieu of cash payment for time worked in excess of 40 hours in a workweek, it will be at the rate of one and one-half hours for each hour worked in excess of 40 hours for all nonexempt employees. The purpose of compensatory time is to provide the superintendent/department head with an alternative to cash payment of overtime. A nonexempt employee may work more than 40 hours a week only after having obtained prior approval or instructions from the appropriate supervisor. The following guidelines apply to the accrual and usage of compensatory time:

1. Compensatory time may be accrued to a maximum of 240 hours in a fiscal year (160 hours of overtime at time and one-half equals 240 hours of compensatory time).

2. Compensatory time will be recorded when it is earned and used the same as annual leave. Annual and sick leave are accrued during the use of compensatory time.

3. All compensatory time must be used or paid as overtime by June 30 of each fiscal year.

4. All compensatory time must be used or paid as overtime prior to transfer or termination of an employee.

5. A supervisor may direct that an employee use accrued compensatory time.

CROSS-REFERENCE: Policy CVFA, Fair Labor Standards Act

Policy DBDA, Restrictions on Dual Employment

PROFESSINAL GROWTH AND DEVELOPMENT

It is the policy of the Turpin Board of Education that teachers and other employees shall continue their professional growth through seminar and workshop attendance and membership in professional originations. The board believes that it has a responsibility to provide opportunities for the continual growth of its professional staff. Such opportunities may include, within budgetary limitation, special in-service training courses and workshops as recommended by a professional development committee and /or the board. Staff members are encouraged to seek additional and higher degrees, to obtain further certification, and to become more proficient not only in their subject area, but also in their ability to handle discipline, to motivate students, and to cope with both personal and job-related stress.

The professional development committee shall be composed of classroom teachers, administrations, and parents, guardians, or custodians of children in the district. A majority of the committee shall be composed of classroom teachers who will be selected by a designated administrator of the district from a list provided by the teachers in the school district. The members selected shall be subject to the approval of a majority vote of the teachers in the district. The administrators shall be selected by the board from a list provided by the superintendent. Parents shall be selected by the board from a list provided by the administration and the professional development committee. At a minimum, once every four years the committee shall include at least one school counselor in its membership.

When classes are dismissed for that purpose, teachers are expected to attend professional meetings or forfeit one day's pay for each day of the meeting unattended unless an emergency exists.

The board may authorize the attendance of teachers at educational conferences and may reimburse travel and lodging expenses. Authorization to attend shall be obtained from the board prior to the activity date. Written requests shall be submitted to the superintendent who will forward the request to the board.

PROFESSIONAL GROWTH AND DEVELOPMENT (REGULATION)

In accordance with the policy of the board of education, the following regulation shall govern professional development.

Professional Development of Certified and Licensed Personnel

1. Membership in Professional Organizations The board of education feels genuine professional growth can be obtained by membership in the various professional organizations, but that membership should be on a voluntary basis and not compulsory.
2. Attendance at Required Meetings (all certified and licensed personnel) Certified and licensed persons are expected to attend all curriculum meetings planned by the professional development committee.
3. In-service Training
   A. A minimum of 75 professional development points shall be earned within a five-year period by each certified and licensed individual in order to maintain employment in this district. One point shall be equivalent to one clock hour.
   B. A minimum of 15 professional development points shall be earned annually by each certified and licensed individual in order to maintain employment in this district.
   C. At least once a year a program shall be offered on recognition and reporting of child abuse and neglect which all teachers will be required to complete. For those teachers who are unable to complete the program on the day offered, other arrangements will be made.
4. National Board Certification

Districts may choose either of the following options:

Teachers who have submitted an application for National Board Certification may utilize two (2) of their five (5) professional days for certification portfolio development.

Approved Professional Development Opportunities

1. Such workshops as shall be provided by the local professional development committee in response to analysis of needs assessments administered annually to all certified and licensed personnel.
2. Credit may be earned through the following alternatives:
   A. Professional Meetings (Sanctioned by State Department of Education or professional organizations where professional development points are awarded.)
      1. State and Zone O.E.A. Workshops and C.C.O.S.A. Meetings
      2. Summer and Saturday Workshops
      3. Coaches Clinics (for Summer Coaching Clinic in the absence of signed vouchers - 10 professional development points allowed with local voucher to be signed by superintendent)
      4. Vocational Workshops
      5. Teacher Visitation
   B. Professional Committees
      1. Textbook Committee
      2. Professional Development Committee
      3. Local certified personnel conducting workshops
      4. Local Teacher Association President (5 points/year)
      5. Curriculum Review Planning Committee
      6. Curriculum Review Chairpersons (1 point/year)
   C. College Courses and Credits (One semester hour of approved college credit shall equal 15 professional development points.)
   D. Additional kinds of experiences may be recommended as alternative activities to the professional development committee to be approved by the board of education.
   E. For each clock hour of participation in alternate activities, one professional development point will be awarded.

Record Keeping

1. Vouchers for workshops and individual records of professional development points will be kept by the Professional Development Representative in each building.
2. Turning in vouchers, evaluations, and signing the record of points is the responsibility of each individual.
3. Vouchers and evaluations must be turned in to the building representative no later than one week after a workshop. These points will be lost if this is not done during this time period.
4. An evaluation is to be filled out for every local workshop and returned to the building representative.
5. Lost vouchers result in points not being counted. Replacement vouchers will not be available.
6. A comparison check of each certified and licensed person's points will be made once each semester by the building representative and the representative from the central office.
7. Any questions concerning professional development should be directed to the building representative.
8. College credit earned during the summer must be turned in to the building representative no later than the end of the first full week beginning each school year. (A copy of the transcript or grades is needed to show the number of hours earned.)

Evaluation

1. Individual records of professional development points will be maintained as required by state statutes.
2. Cooperation of all certified and licensed personnel will be necessary to maintain an accurate professional development record for each person.
3. Failure to fulfill professional development training requirements result in action by the board of education according to state statutes.

Guidelines for Membership on Professional Development Committee

1. Classroom teacher and principal replacement members for the professional development committee will be elected for a two-year term. Terms for regular and alternate members will coincide.
2. The chairperson and co-chairperson will be chosen at the end of each school term to begin serving the following school year. The chairperson should be a professional development member with one year of experience on the committee.

TEACHER EVALUATION

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

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

Probationary teachers shall receive formative feedback from the evaluation process at least twice each year. At least one evaluation Formative feedbanck 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 upon full implementation of TLE. 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 evalution 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 ore 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 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 EVALUATION (Cont.)

ANNUAL REVIEW

Date of Review	Signature

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 qualitiative 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 all 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 of OAM 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.

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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.

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PLAN FOR IMPROVEMENT

TO: _____

FROM: _____

RE: Employment Status

DATE: _____

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

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

Specific inadequacies are listed below: (list cause for probationary teacher, statutory grounds for career teacher with specific examples, dates, etc.)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

PLAN FOR IMPROVEMENT (Cont.)

The following suggestions are given with regard to improving your performance:

_____

_____

_____

_____

_____

Improvement Plan Time Lines Improvement for the present _____ school year and any possible future contracted years of employment.

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

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

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

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

Dated this ____ day of _____, _____.

I hereby acknowledge receipt of a copy of my plan of improvement on this ____ day of _____, _____. Signing this does not reflect acknowledgment, agreement, or approval of any of the aforementioned behavior addressed in this plan of improvement. My signature merely reflects that I have received a copy of the plan of improvement.

_____

Teacher's signature

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 utilizing the McRel's principal Evaluation Sytem.
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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 evaluation instrument is a confidential document and shall be protected accordingly.

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 administrators shall be evaluated and the evaluation form completed no later than March 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.

LEADER PERFORMANCE EVALUATION PROCEDURES

During the 2013-2014 school year, one hundred percent (100%) of the evaluation rating of leaders shall be based on the qualitiative 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 *select option:* (all) *or* (a representative sampling of school sites within the school district).

The board of education shall annually approve a list of other academic measures ("OAM") from the list of options which have been approved by the State Board of Education. OAM are alternative instruments ensuring a robust leader evaluation, capturing unique facets of effective leadership, and reflecting student academic performance impact by the leader. Each leader shall have at least two options that are grade level appropriate. The leader 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 leader. The other academic measure should be selected by the leader with the understanding that the measure is to be utilized to provide actionable feedback to the leader. 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 leader, 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.

The rating scale for each leader 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 a school year, each leader shall do each of the following:

   a. Determine an academic area of focus for the leader's students that will guide the other academic measures for the leader.

   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 leaders 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. Leaders 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 leader and the evaluator cannot agree on the SMART goal and 5-point rating process, the Superintendent shall provide mediation.

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LEADER PERFORMANCE EVALUATION PROCEDURES (Cont.)

2. At the end of the school year (or after instruction for the academic area of focus is complete), all leaders 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 leader evaluations during the year following their attainment.

4. If a leader encounters an extenuating circumstance including, but not limited to, extended illness, acceptance of a student leader, natural disaster, flu epidemic, or those situations that materially impact the achievement of the leader's students after a SMART goal has been agreed upon, the leader shall be evaluated via the development of a high quality reflective analysis of their student performance and factors that contributed to the leader'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 leader. Final scores for the other academic measure component shall be determined by the end of the school year.

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SUPPORT STAFF EVALUATION

The development of a strong, competent support staff of employees, and the maintenance of high morale among the staff are major objectives of the Board of Education. The selection of the right employees to fill vacancies; the determination of assignments and equitable work loads; the establishment of wage and salary policies which encourage employee achievement; and the provision of a good atmosphere in which to work are some of the major duties of the board of education. The board believes that a program of continuous evaluation is necessary to meet its requirements.

Principles

The evaluation shall cover the major areas of the employee's responsibilities and duties to the school system, and shall include, but not be limited to, the following:

1. Specific work assignment
2. Attitude towards children
3. Attitude towards public education
4. Attitude towards supervisors, teachers, and fellow employees
5. Work habits

The supervisors have the responsibility for seeing that all employees know the basis upon which they are to be evaluated, significantly in advance of the evaluation.

Employees, especially if new to the district, shall look to their immediate supervisors for an explanation of duties and responsibilities.

Standards of Evaluation

All evaluations shall be on district approved forms, with standards for evaluation enumerated in all areas to be evaluated. Evaluations shall be "satisfactory" or "unsatisfactory." An evaluation of unsatisfactory requires justification and substantiation, together with suggestions for improvement.

Who Shall Evaluate

The principal and/or the immediate supervisor shall evaluate all employees under his or her jurisdiction. The district office staff may be called upon to assist in the evaluation.

EVALUATION OF SUPPORT STAFF

Performance Rating Report

Employee _____ Department _____

Supervisor _____ Date of Rating _____

RATING SCALE: 1 = Unsatisfactory 2 = Improvement Needed 3 = Satisfactory

RATING FACTORS	CIRCLE PROPER RATING		
1. Quality of work: The ability to produce work that satisfies or surpasses job requirements. Consider accuracy, completeness, thoroughness, neatness of work.	1	2	3
2. Quantity of work: Volume or amount of work done.	1	2	3
3. Knowledge: Knowledge of methods, materials, objectives, and other fundamental skills.	1	2	3
4. Adaptability: Ability to learn, perform under changes and in emergencies, grasp detail, comprehend differences between important and trivial.	1	2	3
5. Work habits: Organization of work, care of equipment, safety, industry.	1	2	3
6. Working relationship with students and other employees: Ability to get along with students and coworkers.	1	2	3
7. Dependability: Degree to which employee can be relied upon to do the job without close supervision. Punctuality, attendance on the job.	1	2	3
8. Loyalty: Interest in work, willingness to meet job requirements and accept suggestions, loyalty to the organization, ethical conduct.	1	2	3
9. Personal fitness: Physical capacity, appearance, personal habits.	1	2	3
10. Judgment: Soundness of decisions, common sense.	1	2	3
Overall rating: Should reflect the average of the rating.	1	2	3

EVALUATION OF SUPPORT STAFF (Cont.)

COMMENTS

1. What are employee's strengths?

_____

_____

_____

2. What are employee's weaknesses? (MUST be completed for Unsatisfactory and Improvement Needed ratings.)

_____

_____

_____

3. Additional comments.

_____

_____

_____

I have discussed this performance rating with the evaluator.

I certify this evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement.

_____ _____
Employee's signature Date

_____ _____
Evaluator's signature Date

PERSONNEL FILES CERTIFIED STAFF

A file of personnel records shall be maintained in the superintendent's office for each certificated employee of the _____ 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.

The superintendent shall notify an employee and a collective bargaining representative, if any, in writing when a request is made for disclosure of the employee's personnel, medical, or similar files, if the superintendent reasonably believes disclosure would invade the employee's privacy. The records will be disclosed unless written objection is received from the teacher or employee's collective bargaining representative, within seven business days from the receipt by the employee or the collective bargaining representative.

Records of a teacher's performance and evaluation shall not be released without the written consent of the teacher.

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 which 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 which the employee may have undergone;
7. Records of assignment;
8. Evaluations of performance;
9. Letters of commendation, reprimand, or omission of duty;
10. Other materials mutually agreed upon between the principal and the teacher.

Use of Personnel Records

All the contents of the personnel records file, with the exception of evaluations, comments, or recommendations provided to the district on a confidential basis by universities, colleges, or persons not connected with the district, 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.

Any complaints directed towards a teacher, which are placed in the personnel file, are to be promptly called to the teacher's attention in writing.

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.

PERMISSION FOR THE TRANSFER AND/OR RELEASE OF CONFIDENTIAL EMPLOYEE INFORMATION

I, _____ , employee of _____ Public Schools,

(Name)

request that the following part of the above employee's records

_____

_____

be made available to _____ for the purpose of

(Name)

_____

_____

Date: _____ _____

Signature

_____ Please send me a copy of the records released at the following address:

Name _____

Address _____

City, State, Zip _____

Enclosed is $_____ for reproduction and mailing.

PERSONNEL FILES SUPPORT EMPLOYEES

At the time of initial employment, each support employee shall file with the district prior to the first day of employment a complete employment history and a complete record of education. The employee shall also sign a statement indicating receipt of a written job description and the following school policies or a staff handbook containing these policies:

Drug-free Workplace

Fair Labor Standards Act and Compliance Procedures

Nondiscrimination

Sexual Harassment

Support Personnel Suspension, Demotion, or Termination

For the benefit and use of the school district and of the employee, the district will maintain a complete, up-to-date personnel file in the superintendent's office. The file record shall include the following information:

1. Full legal name, date of birth (if under 19 years of age), sex, address, telephone number, and date of employment
2. Social Security Number
3. Data on education, including all institutes completed
4. Add data requested concerning health and/or medical examinations
5. Record of assignments
6. Evaluations of performance
7. Signed statement indicating receipt of a written job description and staff handbook/policies

Additionally, all personnel files for support employees shall include the following:

1. Employee's occupation
2. Time and day of week when the employee's workweek begins
3. Hours worked each day
4. Total hours worked each workweek
5. Basis on which the employee's wages are paid (e.g., "$6 an hour", "$220 per week", "piecework")
6. Regular hourly pay rate
7. Total daily or weekly straight-time earnings
8. Total overtime earnings for the workweek
9. All additions to or deductions from the employee's wages
10. Total wages paid each pay period
11. Date of payment and the pay period covered by the payment.

Every employee shall be allowed to inspect his or her personnel file at any reasonable time in the presence of a staff member of the superintendent's office.

References regarding an employee received prior to employment with the district shall not be made available to the employee for inspection.

TERMINATION OF EMPLOYMENT TEACHERS

It is the policy of the Turpin 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, made after April 25, 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. Any reason involving moral turpitude,
8. Abandonment of contract,
9. Conviction of a felony,
10. After a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties, or
11. Failure to earn required staff development points.

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

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

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

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

REFERENCE: 70 O.S. §6-101, §6-101.20, et seq.
70 O.S. §18-12

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 unless the teacher advises that no hearing is desired. The board delegates the superintendent, as its agent, to set a time, date, and place for the hearing after consultation with the board president.

Hearing procedures for teachers shall be as follows:

1. The parties to the hearing are the probationary 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 shall be furnished to the other party at least five (5) days before the hearing.

   C. The right to cross-examine witnesses.

   D. The right to testify in his/her own behalf and present evidence and argument on all issues involved.

   E. The right to have an orderly hearing.

   F. The right to have an impartial decision based upon the evidence presented.

2. The board president or, in case of absence, a designee, shall be the presiding officer at the hearing.

3. The hearing shall be convened by the board president who shall state the purpose of the hearing, introduce the parties, and administer the oath to all persons who will testify.

4. Upon the request of either party, the presiding officer may exclude from the hearing room the witnesses not at the time under examination, except that a party to the proceeding and his/her representative shall not be excluded.

5. At the hearing, the burden of proof shall be on the superintendent and the standard of proof shall be by a preponderance of the evidence.

6. 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.

   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 career and probationary 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 devined 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 Turpin 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, which 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.

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.
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 during working hours, except for emergencies.

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.

After full implementation of the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) as set forth in Section 6-101.10 of this title, a principal who has received a rating of "ineffective" as measured pursuant to the TLE as set forth in Section 6-101.16 of this title for two (2) consecutive school years, shall not be reemployed by the school district, subject to the due process procedures of this section.

REFERENCE: 70 O.S. §6-101.13

REDUCTION-IN-FORCE CERTIFIED PERSONNEL

It is the policy of the Turpin 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. & 7-101.10:
(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 pf 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" 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 completed fewer than three (3) consecutive complete school years as a teacher in one school district under a written teaching contract, or
b. for teacher 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. & has not met the requirements for career teacher as provided in paragraph 4 of this section;

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.)

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.

Personnel whose employment is terminated under the provisions of this policy shall be given priority for reemployment to fill subsequent vacancies in positions for which they have standard certification. Such reemployment shall be in reverse order of termination according to the provisions of this policy. Priority for reemployment shall extend through_____(Date)

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.

NOTICE OF HEARING
REDUCTION-IN-FORCE

(Date)

(Name)
(Address)

RE: Notice of Hearing on Recommendation for Nonreemployment Due to Reduction-in-Force

Dear _____:

This is to notify you that on the _____ day of _____, _____, at _____ p.m., the Turpin Board of Education will hold a hearing at _____ (address), at which time the board will consider and determine whether to accept my recommendation that your position be eliminated due to a reduction-in-force. This reduction-in-force will take effect on _____.

The cause or causes and the underlying facts for the recommendation are as follows: _____
_____
_____
_____.

Also enclosed with this letter is a copy of my recommendation, which sets out the cause or causes and underlying facts on which the recommendation is based.

You have the right to appear before the board at the hearing and present your position and witnesses and other evidence as to why a reduction-in-force is not necessary, why your specific teaching position should not be eliminated, and why your teaching contract for the _____-_____ school year should be renewed. You will be given an adequate opportunity to present your side of the matter to the board of education.

If you have any questions concerning the procedures to be followed at the hearing, please feel free to contact me.

Very truly yours,

Superintendent of Schools
Enclosure

(TO BE PERSONALLY DELIVERED TO INDIVIDUAL AND TO BE MAILED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSEE ONLY.)

NOTICE OF NONREEMPLOYMENT
REDUCTION-IN-FORCE

(Date)

(Name of Employee)
(Address of Employee)

RE: Notice that Nonreemployment (Dismissal) Due to Reduction-in-Force has been Approved by the Board of Education

Dear _____:

On the _____ day of _____, _____, the Turpin Board of Education voted to eliminate your employment position and to not renew your contract for the _____-_____ school year because of a reduction-in-force.

The basis for the board's decision is: _____
_____
_____
_____.

The decision of the board of education is final and nonappealable.

If the board decides to reinstate your specific position within the next school year, you will be notified and may be eligible to be reemployed.

Very truly yours,

Superintendent of Schools

(TO BE PERSONALLY DELIVERED TO INDIVIDUAL AND TO BE MAILED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSEE ONLY.)

LETTER TO THE BOARD OF EDUCATION

The Turpin Board of Education:

Superintendent's Recommendation

The Turpin Public School's enrollment on the accreditation report for the school year _____ - _____ was _____. This year's (_____ - _____) enrollment on the accreditation report is _____ students. This is a loss of _____ students. Because of this drastic decline in enrollment from the previous year, it is my recommendation that a reduction-in-force at _____ School District is imperative.

Also, projected state aid for the _____ - _____ school year will be adjusted after the first nine weeks of the _____ - _____ school year based on that year's current enrollment numbers. The present enrollment (_____ - _____) for Turpin Public Schools has dropped to _____.

I therefore recommend that the following staff be reduced for the _____ - _____ school year:

Ms./Mr. _____ {_____position_____}

Ms./Mr. _____ {_____position_____}

Ms./Mr. _____ {_____position_____}

Ms./Mr. _____ {_____position_____}

Ms./Mr. _____ {_____position_____}

Ms./Mr. _____ {_____position_____}

Ms./Mr. _____ {_____position_____}

Sincerely,

_____

Superintendent of Schools

SAMPLE AGENDA FOR BOARD MEETING
REDUCTION-IN-FORCE

1. Call to Order
2. Roll Call
3. Order of Procedure for Reduction-in-force Hearing for (position being reduced)
   A. Opening statement by superintendent
   B. Opening statement by (position being reduced)
   C. Presentation of superintendent's evidence followed by cross-examination of witnesses by (position being reduced)
   D. Questions by board members
   E. Redirect, recross, or additional questions by board members
   F. Presentation of (position being reduced's) evidence.
   G. Cross-examination of (position being reduced's) witnesses by superintendent
   H. Questions by board members
   I. Redirect, recross, or additional questions by board members
   J. Presentation of rebuttal and surrebuttal evidence as necessary
   K. Closing argument by superintendent
   L. Closing argument by (position being reduced)
4. Proposed executive session to discuss employment of (name of person(s) being discussed), possible implementation of reduction-in-force and to deliberate possible findings of fact. 25 O.S. 307 (b)(1)
5. Vote to go or not to go into executive session
6. Vote to reconvene in open session
7. Executive session minutes compliance announcement
8. Vote to adopt or not to adopt proposed findings of fact concerning superintendent's recommendation to reduce (position being reduced)
9. Vote to determine whether or not a financial basis exists for a reduction-in-force
10. Vote to determine whether or not (position being reduced) position should be eliminated pursuant to the adopted findings of fact
11. Vote to renew or not renew (position being reduced) for _____ - _____ school year
12. Adjournment

REDUCTION-IN-FORCE SUPPORT PERSONNEL

The Turpin Board of Education believes that every reasonable effort should be made to avoid a reduction in force at any level. However, if it should become necessary to reduce the number of full-time support employees due to lack of funds or lack of work in a particular area, the position or program will be the determining factor and not the individuals who occupy the position or serve the program.

An employee is considered to be a full-time employee if the number of hours worked is the number of hours customarily worked in that position and if that position is designated as a full-time position by the board.

A reduction in force may occur for lack of funds, lack of work because of a decline in enrollment, consolidation of programs or positions, elimination of positions, or other circumstances as determined by the board.

If termination of employment should become necessary, notices of such terminations will be made as set forth in the policy governing suspension, demotion, or termination of support employees found elsewhere in this manual.

Any necessary terminations shall begin by dismissing temporary, seasonal, or part-time employees within the job category affected. These employees shall be terminated at the discretion of the board or the board's designee. Job categories are listed alphabetically as follows:

a. Assistants for handicapped students
b. Bus drivers
c. Classroom assistants
d. Food service
e. Maintenance/custodial
f. Media/library assistants
g. Office personnel/assistants

If normal attrition and the release of temporary and part-time employees do not sufficiently reduce the support staff, the following items will be considered in the reduction process in the order listed:

1. Job qualification by training and years of experience
2. In the event that two or more employees in the affected category are equal in the above factor, termination shall be made on the basis of seniority within each general job category.

Supervisors and directors shall serve at the pleasure of the board and shall not be subject to the prescribed seniority order for reductions in force. Personnel whose positions are eliminated in one category may be considered for a position in another category.

Seniority shall be defined as the total length of service as a support employee within this district. Employees who are terminated and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of termination.

Demotions in position shall follow the same procedure as terminations.

An employee who takes a voluntary demotion or a voluntary reduction in assigned time in lieu of termination shall be returned to a higher position or a position with more hours as vacancies become available, if the employee chooses to return.

QUALIFICATIONS TEACHERS

The _____ 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. Teacher contracts shall be considered for renewal on or before April 10 each year.

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.

Starting with the 2002-2003 school year, school districts receiving Title I funds must ensure that teachers hired after the first day of school 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 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.

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

QUALIFICATIONS
PRINCIPALS

It is the policy of the Turpin Board of Education that persons employed as principals in this school district shall have completed, or be in pursuit of, a Master's degree with emphasis on administration, and that all such persons shall have not less than three years of teaching experience at the level to which they are assigned.

Principals of schools within this public school system are employed to act as administrators in the senior high schools, grades 7 through 12, and the elementary schools, grades K through 6.

The reemployment of principals shall be based on an annual evaluation by the superintendent or designee and will be considered by the board members prior to the regular February board of education meeting each year. The superintendent is directed to inform affected principals of any decisions made by the board.

Principals shall assume administrative responsibility and instructional leadership - under the supervision of the superintendent - for discipline and for the planning, operation, supervision, and evaluation of the educational program of the schools to which they are assigned. Principals shall prepare and submit such reports as the superintendent may require for the purpose of reporting to the board, the community, and the State Department of Education.

A description of the duties and responsibilities of school principals may be found in the appropriate job description located 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. §6-101.10, et seq.**
70 O.S. §6-108

NOTE: **Beginning July 1, 1993, teaching principals shall be required to hold administrative certificates.**

PRINCIPALS

The school principalship is a key position in educational leadership. The principal reports directly to the superintendent of schools, who delegates authority to the principal. The primary function of the principal is to provide leadership which will encourage the staff, the community, and the students to work together toward an excellent school program.

The school principal shall:

1. Carry out policies and directives of the board of education with immediate responsibility to the superintendent.
2. Administer within the schools the approved policies of the board of education, establishing rules and regulations for the efficient operation of the assigned school.
3. Keep the superintendent informed regarding all matters of importance in the assigned school.
4. Maintain office hours satisfactory to the superintendent.
5. Exercise general supervision over the school grounds, buildings, and equipment in order that a good and safe environment may be maintained.
6. Conduct fire drills, storm drills, and civil defense drills to conform with state requirements.
7. Prepare a written report in the event of a serious accident or disaster, a case of vandalism, break-in, or unusual damage to buildings and equipment, giving a brief statement of the circumstances and listing equipment and supplies damaged or stolen. Copies of this report are to be sent to the superintendent's office.
8. Investigate all complaints affecting the principal's school, referring to the superintendent those cases which cannot be adjusted satisfactorily and redress, whenever possible, legitimate grievances.
9. Maintain a master school calendar, scheduling all activities, and ensuring events are placed on the calendar at least three days prior to the event.
10. Meet with the superintendent and other administrators at least once a week to discuss matters pertaining to the welfare and progress of the school. The superintendent shall determine the meeting time and place.
11. Schedule and conduct faculty meetings as needed. The meetings schedule shall be made available to the superintendent.
12. Coordinate the activities of the assigned school with other schools within the system.
10. Cooperate with directors, coordinators, and appointed superintendent staff members in improving instruction and meeting shared responsibilities.
11. Supervise, direct, and evaluate the work of assigned professional personnel, the general instructional program and classroom management, and assume responsibility for the proper assignment of duties and the placement of teachers.

PRINCIPALS (Cont.)

12. Designate duties for teachers regarding the playgrounds and buildings.

13. Arrange lunch schedule periods, assume responsibility for the conduct of students in the lunchroom, and devise methods of faculty and student supervision in the assigned building.

14. Direct the work of the building custodians.

15. Make recommendations for the appointment, retention, promotion, and assignment of all professional and support personnel under the principal's supervision which, when approved by the superintendent, shall be acted upon by the board.

16. Make recommendations for personnel dismissal which, when approved by the superintendent, shall be acted upon by the board.

17. Direct and supervise all extracurricular activities within the school, delegating responsibilities and authority to faculty members.

18. Assume responsibility for the athletic programs in the assigned building, ensuring that they comply with the rules and regulations of the Oklahoma Secondary School Activities Association.

19. Supervise the scheduling of all interscholastic activities and game officials.

20. Maintain student eligibility records, notifying the superintendent, sponsors, and coaches of any ineligible students.

21. Assume responsibility for the approval of all requisitions for the student activity funds. With regard to student activity funds, the principal shall bring to the attention of the board any requests for transfer of funds between and among the individual accounts within the Student Activity fund.

22. Approve all social affairs given in the name of the school or under its auspices.

23. Assume responsibility for class schedules, honor rolls, exemption plans, and class organization.

24. Assume responsibility for the discipline of students at all school activities, both home and away.

25. Suspend students for flagrant violation of school regulations. (Written notice of the action should be sent to the superintendent's office.)

26. Direct all child accounting for the school.

27. Keep accurately all student records and transfer them within the system as necessary.

28. Prepare and transmit to the superintendent records and reports as may be required by the superintendent or the State Board of Education.

PRINCIPALS (Cont.)

29. Prepare a handbook for distribution among teachers and students in the assigned building.

30. Control and supervise the distribution and use of all state and school-owned textbooks.

31. Supervise and direct the completion of an inventory at the close of the term for each department supervised, forwarding a copy of the inventory to the superintendent for the master file.

32. Receive requisitions for supplies from teachers and custodians and present them to the superintendent with recommendations.

33. Maintain desirable school--home and school--community relationships.

34. Perform other duties as may be directed by the superintendent.

SCHOOL BUS DRIVERS

It is the policy of the Turpin 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 Turpin 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 DCCA. 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 DCCA and DCCB.)

5. Operate on their designated routes approved by the transportation division of the State Department of Education.

6. Complete their bus routes not earlier than 8:05 each morning when reasonably safe and proper to do so. The driver shall wait not longer than two minutes for a student unless the student is seen to be making an effort to meet the bus. If the bus is five or more minutes behind schedule, the driver will not wait for any student.

7. Have reasonable efficiency in administering first aid treatment.

8. Check brakes, steering gear, tires, lights, fuel supply, etc., before starting route. The route shall **not** be started if brakes are faulty. In event of emergency, the bus will be stopped and necessary repairs made before continuing.

9. Report needed repairs or other unusual existing conditions needing attention and ensure that the vehicle driven has a current inspection sticker.

10. Keep the bus clean, well ventilated, and lighted when driven after dark.

11. Obey traffic laws and safety rules.

12. Maintain discipline on the bus and assign seating if necessary. Misconduct will be reported to the building principal and the superintendent.

Bus drivers will be employed by the board of education upon the recommendation of the superintendent. The Director of Transportation will assign activity bus drivers.

When unable to drive a bus route because of regular school duties, school district personnel who drive regular routes will be responsible for payment of salary to a substitute driver. Substitute drivers must be approved by the Director of Transportation or superintendent before being allowed to drive any school vehicle.

SUPPORT STAFF ASSIGNMENTS AND TRANSFERS

The superintendent will establish regulations controlling the transfer of support staff personnel.

The superintendent will report all reassignments and transfers of support staff personnel to the board of education at the next regular meeting following the transfer or reassignment.

ATHLETIC DIRECTOR
DUTIES

The Athletic Director organizes and directs the interscholastic competitive sports program for the school system. The director is under the general direction of, and responsible to, the high school principal and maintains direct supervisory responsibility for members of the coaching staff in the exercising of their coaching duties.

The specific duties of the athletic director are as follows:

1. Supervise the total athletic and physical education program.
2. Be responsible to the superintendent for the total athletic budget.
3. Determine the needs of individual sports and develop the budget accordingly.
4. Make recommendations to the principal for the purchase of all athletic and physical education supplies and equipment.
5. Supervise and has input into the coaching staff.
6. Have a general knowledge of the rules established by the Oklahoma Secondary Schools Activities Association.
7. Serve as the representative to the Oklahoma Secondary School Activities Association and act as the voting member from this school district.
8. Handle all correspondence, reports, and policies of the Oklahoma Secondary School Activities Association.
9. Schedule athletic events and facilities as far in advance as possible.
10. Coordinate all athletic events and the hiring of officials, workers, game announcers, ambulance service, and security.
11. Coordinate all ticket sales for athletic events, submitting to the office a list of all individuals to receive free passes to events.
12. Ensure school officials know who has permission to be inside the pipe railing around the football field and ask unauthorized persons to get behind the pipe railing.

ATHLETIC DIRECTOR, DUTIES (Cont.)

13. Recommends approval on all bus requests, meals, and lodging for away events to the superintendent.

14. Supervises and updates the comprehensive policy handbook for the athletic department which will be consistent with the school district policy manual.

15. Assume responsibility for media and relations of the athletic department.

16. Act as liaison between the coaching staff and the booster club.

17. Represent the district in all conference meetings.

18. Require that complete inventories of athletic equipment and clothing be processed at the end of each season.

19. Keep on file all physical forms, parent release forms, and spring sports parent consent forms.

20. Provide an atmosphere conducive to good sportsmanship and assist visiting teams, coaches, and officials, if appropriate.

21. Inspect equipment and facilities periodically to check for damage or misuse.

22. Delegate duties to coaching staff as needed in administration of games and matches.

23. Work with each building principal to improve physical education and coaching staff performance.

24. Coordinates the ordering of letter jackets, patches, and awards for qualifying students.

25. Supervise the athletic program banquet and recognition awards for students, sponsors, and faculty.

26. Periodically reports to the superintendent and principal as to the overall operations of the athletic program including, but not limited to, the budget; attitudes of athletes, parents, and coaches; and whether the program is progressing at the appropriate level.

27. Perform any other duties as assigned by the superintendent of schools.

CAFETERIA MANAGER

The cafeteria manager is the supervisory person for the school lunch program only. The manager is directly responsible to the superintendent of schools for the efficient operation of the lunch program. The complete cooperation of school personnel and students is expected in the operation of this program.

The manager shall ensure that food products, or any other items, are not purchased by school employees from any of the wholesale suppliers of the school. The manager is responsible for the purchasing of and payment for all food items and maintaining those records and reports recommended by the Oklahoma School Lunch Division, State Board of Education. All orders for equipment and other supplies must have the approval of the superintendent.

The manager shall:

1. Exhibit professional attitudes and conduct at all times.
2. Ensure the lunch room is clean and meets county and state health codes.
3. Assume responsibility for the proper care of equipment.
4. Develop good morale among the school lunch employees.
5. Prepare the menu for each week, posting it each Monday where school lunch employees may see it.
6. Seek the assistance of the principal and/or the superintendent as needed in operating the lunchroom more effectively and efficiently.
7. Assist the principal in scheduling lunch periods.

SCHOOL SECRETARIES

The secretary to the superintendent shall perform duties as required by the superintendent and the Turpin Board of Education. The secretary will be employed on a twelve-month basis and salary will be based on duties, qualifications, and experience. The secretary who is the custodian of activity fund monies and lunch fund monies and shall be bonded as required by law.

Secretaries employed to work in other buildings shall be under the direction of the site principal.

SCHOOL LUNCH EMPLOYEES

School lunch employees will be under the general supervision of the superintendent and will be compensated in conformance with the minimum federal wage law concerning schools or as set by the board of education. The superintendent shall make recommendations to the board for the hiring of such employees.

All cooks hired in the Hot Lunch Program will be required to attend a minimum of one state-sponsored cooking school annually with the exception of personnel hired in an emergency situation. The Turpin school district will pay applicable expenses. Any personnel hired in an emergency shall be exempt from this requirement until the following summer, if their employment is continued at that time.

School lunch employees will not take food home. Menus should be planned so as to make the best use of the food supplies available.

Employees are expected to follow established guidelines and work practices established by the United States Department of Agriculture and the Oklahoma State Department of Health concerning correct procedures for the preparation, serving, and storage of food; sanitation; and lunchroom management.

Borrowing of lunch room equipment is not permitted without written permission of the superintendent. (See policy GK for procedures.)

CUSTODIAL AND MAINTENANCE STAFF DUTIES

The regular upkeep, daily cleaning, minor repairs, etc., are important phases of a successful school. Custodians and maintenance personnel will be employed and assigned in a manner that best fulfills these needs.

Employment/Assignment

All custodians and maintenance personnel will be employed and assigned by the superintendent after consultation with the respective building principal.

The first 60 days of employment will be considered as a probationary period for all custodians and maintenance personnel. This period, or any part of it, will be used to determine whether or not the person employed can and will perform satisfactorily. The employment of a person not performing satisfactorily will not be continued beyond this probationary period. However, the person may be released after such period if the work performed becomes unsatisfactory or for other just causes.

Custodians and maintenance personnel may be reassigned or have their work schedules revised or reduced as the needs of the district demand. The superintendent will make the final decision concerning all such changes.

Supervision

The building principal shall be responsible for the supervision of the custodian(s) and maintenance personnel assigned to the respective building(s) during the months the principal is on duty. The superintendent or the maintenance director will outline the programs and supervise custodians and maintenance personnel during the summer months.

Teachers or other school employees desiring custodial services or reporting unsatisfactory conditions which require attention, should advise the building principal rather than the custodian or maintenance personnel except in emergencies.

Teachers are expected to aid the custodians by keeping their rooms clean, waste paper off the floors, books properly stored and arranged, classroom doors closed and lights off when not in use, etc. Also, teachers are expected to close and lock their windows after the last period of the day. Nevertheless, custodians will clean the rooms and check the windows, lights, and heat during their work schedule. The custodian should call to the attention of the principal continued ignorance of the expected assistance of the teachers.

Hours of Employment

1. Time schedules for custodians and maintenance personnel will be established by the superintendent or the maintenance director.

2. All custodians and maintenance personnel are expected to report promptly for duty and remain throughout the time for which they are paid. They shall utilize their time in the performance of their duties.

3. Authorized breaks shall be restricted to two 15-minute periods during any eight-hour work day with 30 minutes off for lunch and/or dinner. The lunch/dinner time will not be paid. Break times for days of less than eight hours shall be limited to one 10-minute break for each four-hour work period or any fraction thereof. The remainder of the work period shall be spent in the performance of the required duties.

CUSTODIAL AND MAINTENANCE STAFF, DUTIES (Cont.)

4. Custodian and maintenance personnel are not to be absent during the hours of employment without the knowledge and consent of the principal, superintendent and/or director.

5. Custodians or maintenance personnel may or may not be required to work during days the schools are not in session. This will be the decision of the superintendent.

Duties

Custodians and maintenance personnel are expected to perform all duties necessary to keep their buildings and grounds clean, sanitary, and in good repair. The respective building principal, superintendent, or maintenance director will prepare a list of duties and time schedules for each of the buildings.

Included in the normal duties of custodians and maintenance personnel are the following:

1. Daily sweeping of all hallways and classrooms, including teachers' lounges;

2. Mopping of all classrooms and hallways at least twice per week, including teachers' lounges;

3. Sweeping and mopping all bathrooms daily, including teachers' restrooms;

4. Cleaning and disinfecting all commodes, urinals, and lavatories daily;

5. Washing bathroom partitions at least twice per week;

6. Keeping toilet tissue and paper towel dispensers filled;

7. Cleaning and dusting all offices;

8. Keeping the grass mowed and the grounds clean of debris around the buildings;

9. Cleaning (washing) all windows, doors, walls, etc., as needed;

10. Performing minor maintenance items around the building(s).

11. Performing any other duties assigned by the building principal or the superintendent and/or the maintenance director. Other duties will be assigned only as time permits or in the case of emergencies.

All custodians and maintenance personnel shall be assigned to maintenance duties during the summer months except during the necessary time required to clean the other buildings.

General

1. Custodians and maintenance personnel should be neat and clean when fulfilling their duties.

CUSTODIAL AND MAINTENANCE STAFF, DUTIES (Cont.)

2. Custodians and maintenance personnel are expected to report all incidents of vandalism, theft, etc., to their building principals or to the superintendent.

3. Custodians and maintenance personnel are expected to take their concerns, complaints, suggestions, etc., directly to the building principal or to the superintendent.

4. All purchasing or ordering of custodial and maintenance supplies will be done through the superintendent's office.

5. Custodial and maintenance supplies and equipment are for school purposes only. Supplies are not to be used for personal or private use. No equipment will be loaned without the knowledge and consent of the principal or superintendent.

6. All custodians and maintenance personnel will be evaluated by their principals and/or the maintenance director. An evaluation conference will be held at least once each semester to advise the custodians and maintenance personnel of expected changes in duties and assignments.

Sick Leave

Custodians and maintenance personnel will be under the same sick leave policy and emergency leave policy as other noncertified personnel. (See policy DED and policy DEDA.)

Vacations/Holidays

Custodians and maintenance personnel will be provided with paid vacations and holidays as per the following:

1. All 12-month employees will be granted an annual two-week vacation after their first year of employment with the Turpin schools.

2. All vacations will be scheduled through the superintendent's office. Vacation schedules will generally be restricted to the summer months and/or at times that best meet the needs of the schools and the employees.

3. Custodians and maintenance personnel employed for a time of less than one year, but more than six months, may be allowed a vacation based on a fractional day (5/6) for each month of employment.

4. Vacation pay will be based upon the number of daily hours of regular employment. (In other words, vacation pay will not be for more hours than the employee is paid during regular employment.)

5. Any custodian or maintenance personnel employed on less than a full 12-month basis will not be entitled to paid vacations.

6. Twelve-month custodial and maintenance personnel will receive the following paid holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Break, Christmas Break, Spring Break, and Good Friday, unless needed at school for an emergency. Any other days missed during the nonschool days must be by arrangement with the principal or superintendent and will not be paid.

CUSTODIAL AND MAINTENANCE STAFF, DUTIES (Cont.)

Payroll

Custodial and maintenance personnel are paid on a monthly basis. Payday will be on or about the last working day of each month. The monthly payroll will be computed for the exact time worked after the last pay period ended.

Resignations

Custodians and/or maintenance personnel are obligated to give the school district a minimum of two weeks notification, whenever practical, when they plan to resign their jobs. Such notification will be given in writing to the principal or the superintendent and a separation report will be completed. In cases where two weeks notification is not practical, the employee should provide an explanation to the superintendent and complete the required separation report.

Terminations

The district normally will not discharge or terminate an employee prior to a conference, advisement, or a warning about deficiencies or faults and an opportunity for the employee to correct them is given. There are, however, certain violations that may result in immediate termination. Reasons for termination include:

1. Inefficiency in the performance of duties without attempt to improve.
2. Willful neglect of duty (excessive tardiness, lack of effort in getting the job done, too many breaks, etc.).
3. Willfully or negligently damaging school property.
4. Refusal to obey or comply with an order or directive from a principal, immediate supervisor, or the superintendent.
5. Insubordination to a serious degree.
6. Stealing or willful misuse of school equipment or supplies.
7. Abuse of sick leave.
8. Improper reporting of time worked or other falsification of time worked.
9. Reporting to work under the influence of, or using alcohol or nonprescribed or noncontrolled drugs during working hours.
10. Illness or health problems that severely interfere with job performance.
11. Failure to follow board policies.
12. Any other good and just cause.

Immediate termination may result from violations of items 4, 5, 6, or 9.

SUBSTITUTE TEACHING

The Turpin 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 substitute teachers shall be paid at a rate established by the board upon the recommendation of the superintendent. This rate if $60.00 for non-certified substitutes and $75.00 for certified substitutes.

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 uncertified substitute teacher shall be employed for a total period of time in excess of 70 school days and may not be employed for the same assignment for more than 90 school 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 1000 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 mentally retarded 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 will be employed pursuant to a temporary employment contract or a "Duration of Need" employment contract.

REFERENCE: 70 O.S. §6-105