

AFFIDAVIT OF GOOD STANDING

STATE OF OKLAHOMA §
 §
COUNTY OF _____ §

I, _____, the undersigned person, being of lawful age, being first duly sworn, on oath, state that I am employed at (name of school district) as (position).

I affirm that (name) was employed as a full-time teacher by the school district in the five (5) years immediately preceding this affidavit and had obtained a national criminal history record check completed within that time frame.

I further affirm that the teacher left in good standing.

(must delete whichever of these paragraphs does not apply)

I hereby further attest that the teacher was not the subject of any allegation of inappropriate behavior with a student.

Or

I hereby further attest that there was an allegation of inappropriate behavior with a student which was investigated by the school district and was determined to be unsubstantiated with no finding of misconduct.

My contact information is: name, title, email address, telephone number and mailing address if you would like to address this matter further.

I acknowledge that willful misstatement in this affidavit, known by me to be false, is a misdemeanor punishable by imprisonment not to exceed one (1) year or a fine not to exceed five hundred dollars (\$500) or both such fine and imprisonment.

Affiant

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public or officer administering oath

My commission expires:

(Seal)

AFFIDAVIT REGARDING EMPLOYMENT STATUS AND STUDENT SAFETY
INVESTIGATIONS

STATE OF _____)

) ss.

COUNTY OF _____)

I, _____, being first duly sworn upon oath, state as follows:

1. I am the _____ of _____ School District ("District") and am authorized to make this Affidavit on behalf of the District.
2. _____ ("Teacher") was employed by the District from _____ to _____ as a _____.
3. During the Teacher's employment with the District, the Teacher was in good standing at the time of separation from employment.
4. The District attests as follows regarding allegations of inappropriate behavior with a student:

☐ The Teacher was not the subject of any allegation of inappropriate behavior with a student during his/her employment with the District.

OR

☐ The Teacher was the subject of an allegation of inappropriate behavior with a student. The District investigated the allegation, and the allegation was:

☐ Substantiated

☐ Unsubstantiated

☐ Closed with no finding of misconduct

A brief description of the allegation and outcome (if permitted by law and District policy) is as follows:

5. At the time of the Teacher's separation from employment with the District, there was:

☐ No pending or ongoing investigation involving allegations of inappropriate behavior with a student.

OR

☐ A pending or ongoing investigation involving allegations of inappropriate behavior with a student, described as follows:

6. The contact information for the District is:

School District: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Contact Person/Title: _____

7. The District authorizes the prospective employing school district to contact the above-listed representative to verify the information contained in this Affidavit.

FURTHER AFFIANT SAYETH NOT.

Affiant

Title

Subscribed and sworn to before me on this ____ day of _____, 20.

Notary Public

My Commission Expires: _____

Commission Number: _____

**BEREAVEMENT LEAVE
(REGULATIONS)**

The board of education will provide a teacher or support employee with ~~three (3)~~ five (5) days of paid bereavement leave following the death of the teacher's or employee's spouse or child, which shall include a miscarriage. Bereavement leave following a miscarriage shall be in addition to and not in place of sick leave due to miscarriage and recovery therefrom.

The board of education will provide up to **five (5)** days leave with pay for each bereavement in the immediate family of an employee. Such leave must be approved by the principal and the superintendent.

If the employee has to be absent for a funeral other than immediate family, the absence will be charged to emergency leave. If additional time is needed because of travel or other special considerations, a request may be submitted; and, if approved by the principal and superintendent, the time will be charged to sick leave.

Immediate family is defined as the employee's spouse, parent or guardian, child, brother, sister, grandparent, grandchild, or each similar relationship as established by marriage; or a person residing in the same household as the employee.

LEGAL REFERENCE: 70 O.S. Section 6-104.

UNUSED SICK LEAVE RETIREMENT PROGRAM

It is the policy of the Ada 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 (G), for those members who joined the Teachers' Retirement System prior to July 1, 1992, the total creditable service of a member who retires or terminates employment and elects a vested benefit shall include not to exceed 120 days of unused sick leave accumulated subsequent to August 1, 1959, during the member's membership with the Teachers' Retirement System. Twenty days of unused sick leave shall equal one month of creditable service.

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

The board of education will maintain records for the purpose of assisting each employee to account for unused sick leave days for retirement purposes. The board of education will account for and certify unused sick leave days for each year for which an employee has exceeded 60 days of accumulated sick leave. This provision will apply to employees who have participated in the Teachers' Retirement System subsequent to August 1, 1959, and who have accumulated the maximum 60 days of sick leave.

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

The maximum 60 days of unused sick leave in the sick leave bank and 60 days of accumulated sick leave may be counted as an additional year of creditable service toward retirement by the Teachers' Retirement System of Oklahoma provided that the total number of sick leave days is acceptable to the Teachers' Retirement System.

Unused sick leave days may be used only to extend creditable service at retirement and for no other purpose. No employee may contribute unused retirement sick leave bank days to another employee.

Under Title 70, Section 6-104(A), payments for accumulated sick leave upon retirement or termination of employment can be made only for sick leave days accumulated in the district. Payment for unused accumulated sick leave shall not include the days in an employee's retirement sick leave bank.

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.

UNUSED SICK LEAVE RETIREMENT PROGRAM (CONT.)

Employees retiring from the District through the Teacher Retirement System and with a minimum of five (5) years of service in the district shall be eligible to receive compensation for accumulated unused sick leave up to a maximum of sixty (60) days, at a rate of \$50 per day. The employee shall be given consideration of compensation when placement of official notification of retirement is received by the administration. Unused sick leave days used for the purpose of early retirement are not eligible for this compensation. Unused sick leave days may accumulate to a maximum of sixty (60) days.