

**EMERGENCY LEAVE  
(REGULATIONS)**

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 or designee. The school district will pay the substitute's salary.

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 1, 1999, if:

1. The employee 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;  
or
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.

**REFERENCE:** 70 O.S. §6-104  
70 O.S. §6-104.7

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

*Adoption Date:*

*Revision Date(s):*

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**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**

*Adoption Date:*

*Revision Date(s):*

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## **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.

**MILITARY LEAVE, REGULATIONS (Cont.)**

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 choose 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: 40 O.S. §209  
70 O.S. §6-105  
USERRA, 1994 as amended**

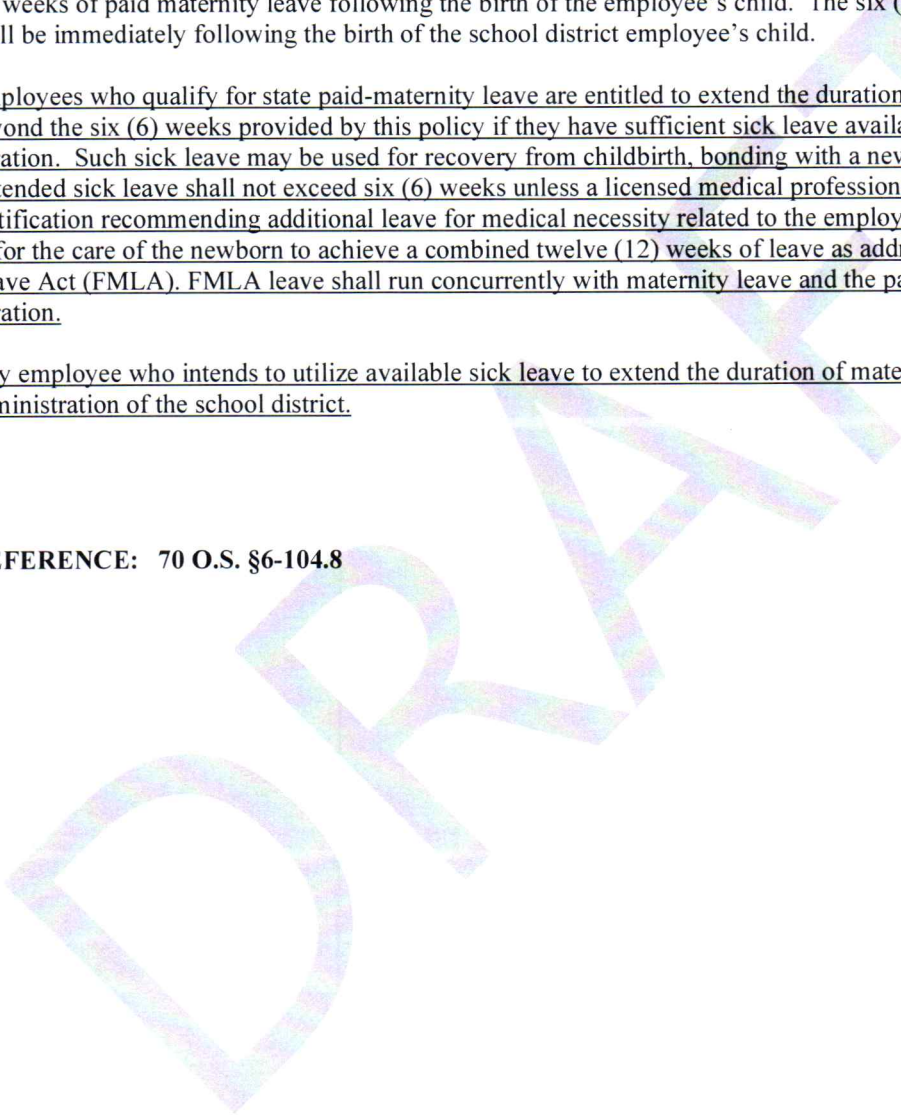
**MATERNITY LEAVE  
(REGULATIONS)**

The Board of Education shall provide maternity leave to all full-time employees of the school district who have been employed by the school district for at least one year and have worked for the school district for at least one thousand two hundred fifty (1,250) hours during the preceding twelve-month period. Eligible employees shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of maternity leave shall be immediately following the birth of the school district employee's child.

Employees who qualify for state paid-maternity leave are entitled to extend the duration of their maternity leave beyond the six (6) weeks provided by this policy if they have sufficient sick leave available to cover the extended duration. Such sick leave may be used for recovery from childbirth, bonding with a newborn, or caring for a newborn. Extended sick leave shall not exceed six (6) weeks unless a licensed medical professional provides written certification recommending additional leave for medical necessity related to the employee's recovery from childbirth or for the care of the newborn to achieve a combined twelve (12) weeks of leave as addressed in the Family Medical Leave Act (FMLA). FMLA leave shall run concurrently with maternity leave and the paid sick leave extended duration.

Any employee who intends to utilize available sick leave to extend the duration of maternity leave must notify the administration of the school district.

**REFERENCE: 70 O.S. §6-104.8**



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.

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(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.
5. 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.
- 6(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.)*
7. 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.
8. You  will  will not be required to furnish recertification every 30 days relating to a serious health condition *(Explain below, if necessary.)*

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**APPLICATION FOR FAMILY OR MEDICAL LEAVE**

Name: \_\_\_\_\_

Current address: \_\_\_\_\_

Position: \_\_\_\_\_

School or Worksite: \_\_\_\_\_

Beginning date of leave: \_\_\_\_\_

Expected date of return to work: \_\_\_\_\_

Reason for leave request (explain): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1. Name of Family Member: \_\_\_\_\_

2. Relationship of family member to you: \_\_\_\_\_

3. Describe care you will provide: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MEDICAL CERTIFICATION**

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

**EMPLOYEE'S STATEMENT**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

Approved By:

\_\_\_\_\_  
Employee's Immediate Supervisor

\_\_\_\_\_  
Superintendent of Schools

**MEDICAL CERTIFICATION STATEMENT  
(ILLNESS OF EMPLOYEE'S FAMILY MEMBER)**

Name of Employee: \_\_\_\_\_

Name of family member: \_\_\_\_\_

Relationship of above individual to employee: \_\_\_\_\_

Date condition began: \_\_\_\_\_

Estimate of probable duration of the condition: \_\_\_\_\_

Diagnosis of the serious health condition: \_\_\_\_\_

Statement of the regimen of treatment prescribed for the condition (including estimated number of visits, nature, frequency, and duration of treatment): \_\_\_\_\_

Explanation of the extent to which employee is needed to care for the ill spouse, child, or parent: \_\_\_\_\_

Does the patient require assistance for basic medical, hygiene, nutritional needs, safety, or transportation?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Would the employee's presence be beneficial or desirable for the care of the family member?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Healthcare Provider

\_\_\_\_\_  
Type of Medical Practice

\_\_\_\_\_  
Specialization, if any

\_\_\_\_\_  
Office Telephone Number

**MEDICAL RELEASE**

I authorize the release of any medical information, necessary to process my leave request, by my physician or other healthcare provider to the Shawnee school district.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient's Signature

**MEDICAL CERTIFICATION STATEMENT  
(EMPLOYEE'S OWN SERIOUS ILLNESS)**

Name of Employee: \_\_\_\_\_

Date condition began: \_\_\_\_\_

Estimate of probable duration of the condition: \_\_\_\_\_

Diagnosis of the serious health condition: \_\_\_\_\_

Statement of the regimen of treatment prescribed for the condition (including estimated number of visits, nature, frequency, and duration of treatment; treatment by other providers; and whether in-patient hospitalization is required):

Explanation of the extent to which the employee is unable to perform the functions of his/her job: \_\_\_\_\_

Is the employee unable to perform work of any kind?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If the answer is yes, please explain: \_\_\_\_\_

Is the employee unable to perform the essential functions of his/her job?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Healthcare Provider

\_\_\_\_\_  
Type of Medical Practice

\_\_\_\_\_  
Specialization, if any

\_\_\_\_\_  
Office Telephone Number

**MEDICAL RELEASE**

I authorize the release of any medical information, necessary to process my leave request, by my physician or other healthcare provider to the Shawnee school district.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient's Signature

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

Name: \_\_\_\_\_  
Current Address: \_\_\_\_\_  
Position: \_\_\_\_\_  
School or Worksite: \_\_\_\_\_

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

\_\_\_\_\_ Intermittent leave  
Beginning date of leave: \_\_\_\_\_  
Ending date of leave: \_\_\_\_\_  
\_\_\_\_\_ Leave on a reduced schedule  
Schedule requested: \_\_\_\_\_  
Beginning date of revised schedule: \_\_\_\_\_  
Date reduced leave expected to terminate: \_\_\_\_\_

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

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

Family member: \_\_\_\_\_  
Relationship to employee: \_\_\_\_\_  
Name and address of Healthcare Provider(s): \_\_\_\_\_

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

**EMPLOYEE'S STATEMENT**

I hereby authorize Shawnee Public Schools district to contact my healthcare provider(s) to verify the reason for my requested leave or for any other information concerning my requested family or medical leave if the medical certification has not been received or has not been fully completed.

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

\_\_\_\_\_  
Date Employee's Signature

Approved By:

\_\_\_\_\_  
Employee's Immediate Supervisor Superintendent of Schools

**APPLICATION FOR FMLA INTERMITTENT LEAVE OR LEAVE  
ON A REDUCED SCHEDULE (Cont.)**

MEDICAL RELEASE

I authorize the release of any medical information, necessary to process my leave request, by my physician or other healthcare provider to the Shawnee school district.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patient's Signature

DRAFT

**HEALTHCARE PROVIDER CERTIFICATION  
(INTERMITTENT OR REDUCED LEAVE SCHEDULE)**

Name of Employee: \_\_\_\_\_

Name of family member (if leave is to care for family member): \_\_\_\_\_

Date condition began: \_\_\_\_\_

Diagnosis of the serious health condition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby certify that the intermittent leave or reduced leave requested by the employee is medically necessary for the following reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The expected duration of the requested leave is: \_\_\_\_\_

The schedule for the leave is: \_\_\_\_\_

Is the leave necessary to care for a child, parent, or spouse who has a serious health condition or will it assist the family member's recovery?

- Yes
- No

Please underline and initial the applicable section if the answer to the above is yes.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Healthcare Provider

\_\_\_\_\_  
Type of Medical Practice

\_\_\_\_\_  
Specialization, if any

\_\_\_\_\_  
Office Telephone Number

**NOTICE OF INTENTION TO RETURN FROM LEAVE**

Name: \_\_\_\_\_

Principal or Supervisor: \_\_\_\_\_

Date leave commenced: \_\_\_\_\_

Date of planned return: \_\_\_\_\_

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

1. I must provide a written certification from my healthcare provider that I am able to resume working and can perform, with or without reasonable accommodation, the essential functions of my position.
2. Every attempt will be made to restore me to my original position. However, if my original position is unavailable, I will be placed in an equivalent position with equivalent pay and benefits. (This section may not apply to key employees.)
3. As an employee returning from family or medical leave, I shall not be entitled to the accrual of any time or employment benefits during my period of leave.

\_\_\_\_\_

\_\_\_\_\_ Employee's Signature

**STATEMENT OF HEALTHCARE PROVIDER**

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

\_\_\_\_\_

\_\_\_\_\_ Healthcare Provider

## ALTERNATIVE LEAVE PROGRAM

The Shawnee Board of Education recognizes that district employees may occasionally need to be absent from work for various reasons not covered by the Personnel Leave Program. Therefore, the board will provide for additional leave in an alternative leave program. The board has approved the following leave categories to be included in this program (list as needed from the following categories):

Leave of Absence  
Bereavement Leave  
Parental Leave  
Adoption Leave  
Professional Leave  
Association Leave  
Public Service Leave  
Religious Leaves and Absences  
Workday Leave  
Sabbatical Leave

It is 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.

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

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

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

**LEAVE OF ABSENCE  
(REGULATIONS)**

It is the policy of the Shawnee Board of Education to grant extended leave without pay to certified, career teachers who meet certain conditions. The decision to grant or not to grant such leave shall be at the discretion of the board of education. Requests must be presented to the board of education for action by April 25 for leave during the following year.

Leave may be granted to qualified persons as follows:

1. Career teachers with at least three years with the Shawnee Public Schools district may be granted extended leave without pay for up to one year, for medical and/or educational reasons, with no loss of career teacher status.
2. Career teachers with at least five years with the Shawnee Public Schools district may be granted extended leave without pay for up to one year, for personal reasons, with no loss of career teacher status.

Such leave may be granted by the superintendent only after consultation with the teacher requesting such leave, and only after a Leave of Absence Contract is signed by both the teacher and the superintendent.

Upon return from a leave of absence, the teacher shall be placed in the same position or a similar position for which the teacher is certified and qualified. The teacher on leave shall not advance on the salary schedule and is subject to the current reduction-in-force policy.

A teacher on approved leave of absence will be reinstated at a salary level no lower than that attained at the time the leave was granted.

Sick leave that was accrued prior to the approved leave of absence will be reinstated. Additional sick leave or personal business leave will not be granted for the period of one year's leave of absence. An employee taking a leave of absence for one semester will receive five days of sick leave, one and one-half days of personal business leave, and one day of emergency leave. A leave of absence for a semester will not change the amount of days for bereavement leave.

**PROFESSIONAL LEAVE  
CERTIFIED PERSONNEL  
(REGULATIONS)**

The Shawnee 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 that contribute to the basic function of the teacher's assignment. Professional leaves will be granted only upon approval of the superintendent of schools.

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 the recommendation. Professional days in the school calendar are a part of the teacher's contract.

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*Adoption Date:*

*Revision Date(s):*

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## REIMBURSEMENT PROCEDURES

All requests for reimbursement of approved expenses shall be made in accordance with the following procedures:

### Obtaining Permission to Travel

For all in-state and out-of-state travel, a purchase request form must be completely filled out and submitted for approval. Employees must submit this form prior to the requested travel.

### Attending Professional Meetings or Conferences

Employees are not eligible to receive reimbursement for expenses incurred while attending conferences, seminars, and workshops unless approved in advance by the superintendent or designee. (See policy DED-R5.)

### Obtaining Reimbursement for Travel Expenses

Each employee/board member must submit his/her own claim for reimbursement.

All reimbursements will be made based on a travel claim form to be submitted monthly. All claims for the current fiscal year must be submitted on or before July 5th of the succeeding fiscal year.

All requests for reimbursement for in-state and out-of-state travel shall be submitted on a travel claim form.

### Travel Reimbursement for Prospective Employees

A prospective employee may be reimbursed for travel expenses incurred when traveling to and from the school district to be interviewed for employment. Guidelines for reimbursement will be the same as for district employees.

### Prepaid Expenses

In most cases, prepayment of airline tickets and registration fees by purchase order will be done by the superintendent's office. However, copies of the airline ticket and other evidence of prepayment shall be attached to the reimbursement request and noted in the space provided on the travel claim form.

### Reimbursable Expenses

1. **Airfare:** The cost of coach class airfare. A copy of the ticket showing payment by the district or the individual is required.
2. **Rail/Bus Fare:** Actual cost, not to exceed coach class airfare. A copy of the ticket showing payment by the individual is required.
3. **Personal Automobile (In-state):** Mileage rate approved by the board, measured from normal place of duty to the meeting place and return to normal place of duty.

**REIMBURSEMENT PROCEDURES (Cont.)**

4. Personal Automobile (Out-of-state): The lesser amount of travel expense based on the approved mileage rate or the lowest airfare available.
5. Lodging: Actual cost. An itemized hotel bill/receipt is required. (Honor bar, personal telephone calls, movies, etc. are not allowable items.) The rate approved is based on single room occupancy unless approved otherwise by the superintendent or designee.
6. Registration Fees: Actual cost. A receipt is required.
7. In-city Transportation (Taxi/Limousine): Actual cost. A receipt is preferred, if available. If a receipt is not available, a written statement, including the trip destination and amount paid, will be required for reimbursement.
8. Toll Fees: Actual cost. A receipt is required and must show the date of travel, fee paid, and signature of claimant.
9. Parking Fees: Actual cost. A receipt is required and must show the date of travel, fee paid, and signature of claimant.
10. Miscellaneous: Actual cost. A receipt is required.
11. Rental Car: Actual cost. A receipt is required. Advance approval of the superintendent or designee is required.
12. Food: Actual cost. A receipt is required. The board may approve per diem rates not to exceed the amounts allowable by state law.
13. Planned Meal Functions that Exceed Maximum Approved Rates: If conference arrangements require attendance at a planned function that exceeds the maximum rate allowed, the rate may be increased for that day when proper documentation or a receipt is provided and if approved by the superintendent or designee.

**TRAVEL REQUEST FORM**  
**EDUCATIONAL MEETING/CONFERENCE**

Complete the following information two weeks prior to the scheduled meeting/conference date. Submit this form to the building principal for recommendation. Upon the principal's recommendation, it will be forwarded to the superintendent for final approval. Copies will be provided for the employee's files.

Name \_\_\_\_\_ Date \_\_\_\_\_

Building \_\_\_\_\_ Business Phone \_\_\_\_\_

Name of Conference/Meeting \_\_\_\_\_

Location \_\_\_\_\_

Date(s) of Meeting/Conference \_\_\_\_\_ through \_\_\_\_\_

Estimated Expenses:

Lodging ..... Nights = \$ \_\_\_\_\_

Meals ..... Days = \$ \_\_\_\_\_

Travel ..... @ the standard IRS rate \_\_\_\_\_ Miles = \$ \_\_\_\_\_

Airline Fare ..... Round trip = \$ \_\_\_\_\_

Toll Fees ..... Round trip = \$ \_\_\_\_\_

Registration for Meeting/Conference ..... = \$ \_\_\_\_\_

Total Estimated Costs = \$ \_\_\_\_\_

Applicable to Teachers:

A substitute will be necessary for grade(s) \_\_\_\_\_ subject \_\_\_\_\_

Date(s) \_\_\_\_\_ through \_\_\_\_\_

\*\*\*\*\*

APPROVED / DISAPPROVED \_\_\_\_\_  
Date Building Principal

\_\_\_\_\_  
Superintendent

## **UNUSED SICK LEAVE RETIREMENT PROGRAM**

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

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

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

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

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

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

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

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

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

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

## **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 the board of education.

"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 maternity leave or sick leave that is available to the requesting employee is exhausted.
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, if any.

Prior to approving donated sick leave, the board shall require the requesting employee to provide a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

*Adoption Date:*

*Revision Date(s):*

*Page 1 of 2*

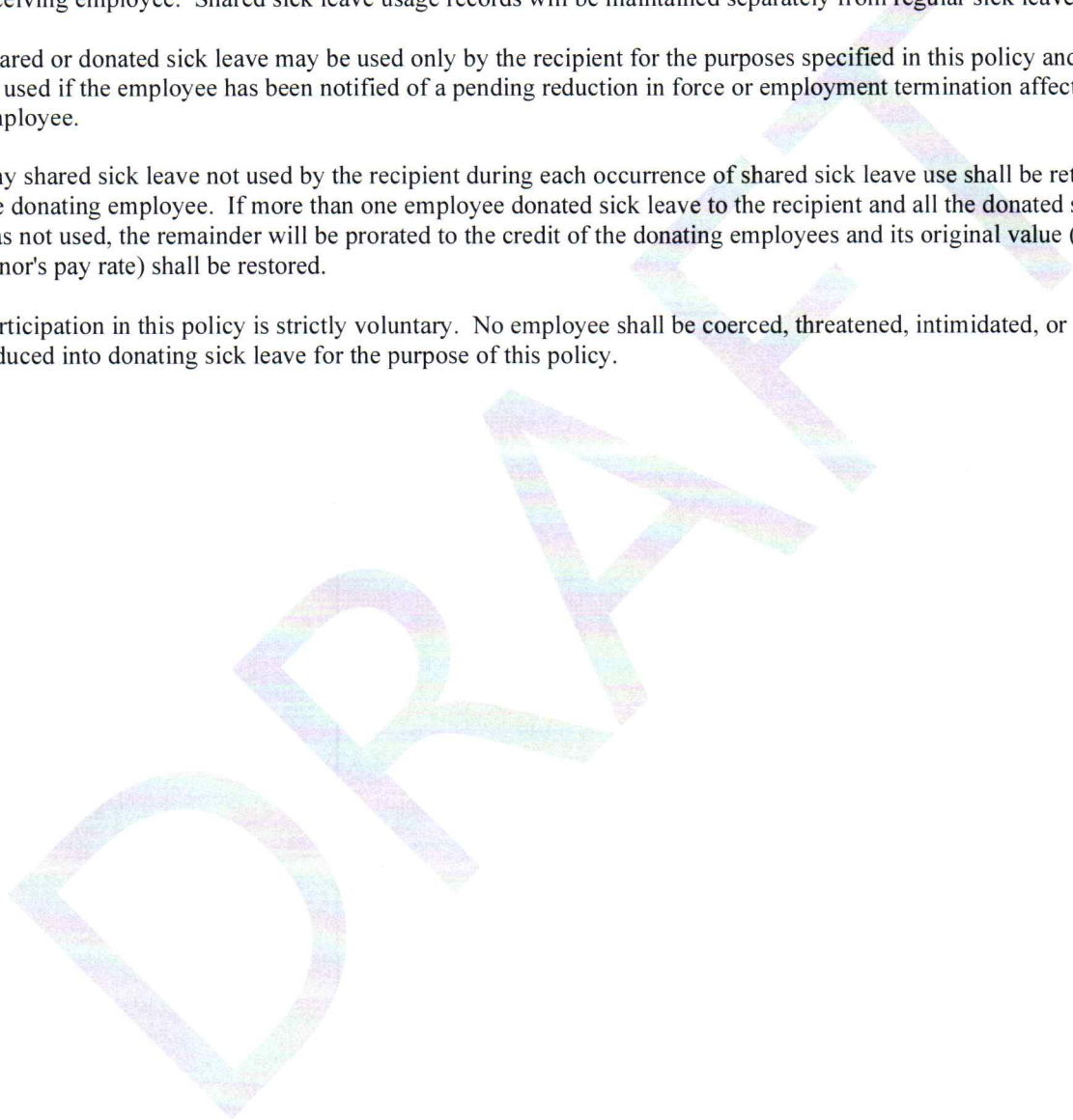
**LEAVE SHARING PROGRAM, REGULATION (Cont.)**

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.

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.



*Adoption Date:*

*Revision Date(s):*

*Page 2 of 2*

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

The Board of Education has established a leave sharing bank for the purpose of permitting district employees to voluntarily transfer some of their sick leave to a common fund for the purpose of benefiting other employees who may be stricken with an extraordinary or severe illness or accident and who may need additional sick leave due to such illness or accident. Participation in the leave sharing bank must comply with 70 O.S. §6-104.6. The following shall also apply:

### Creation and Administration of the Leave Sharing Bank

1. Employees will be notified of the existence of the leave sharing bank, and the requirements for membership, upon their hiring. Employees may join the leave sharing bank at any time during their employment with the school district, provided that the employee donates all days that would have been required for membership if that employee had joined the bank upon his/her initial employment with the school district.
2. Participation by district employees in the leave sharing bank will be voluntary. Participating employees will be assessed one day of sick leave immediately upon the creation of the leave sharing bank. Employees who wish to participate in the leave sharing bank must notify the superintendent in writing. Employees not participating in the leave sharing bank will not be entitled to receive benefits from the leave sharing bank.
3. The minimum number of sick leave days in the leave sharing bank at any time shall be \_\_\_\_\_. When the number of days in the bank falls below \_\_\_\_\_, each participating employee will be assessed one additional day from his or her sick leave. However, employees shall not be assessed more than one day of his or her sick leave during any given school year.
4. The maximum number of sick leave days in the bank at any given time shall be \_\_\_\_\_.
5. Each employee may donate up to \_\_\_\_\_ additional days to the leave sharing bank in May of each year; provided, however, that if the number of sick leave days already assigned to the leave sharing bank will not permit each employee to donate the maximum number desired by the employees, then such donations shall be taken in alphabetical order.
6. A member may withdraw membership from the leave sharing bank at any time, but may not withdraw previously donated days. All donated days shall become the property of the leave sharing bank.

### Qualifications and Procedures to Receive Days from the Leave Sharing Bank

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 the board of education.

**LEAVE SHARING BANK, REGULATION (Cont.)**

"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 request sick leave from the leave sharing bank 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 maternity leave and all sick leave that is available to the requesting employee is exhausted.
4. The amount of donated leave to be received is within the limits set by the board, if any.

Prior to approving the use of days from the leave sharing bank, the board shall require the requesting employee to provide a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

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

Leave sharing bank days 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.

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

**NOTE:**

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

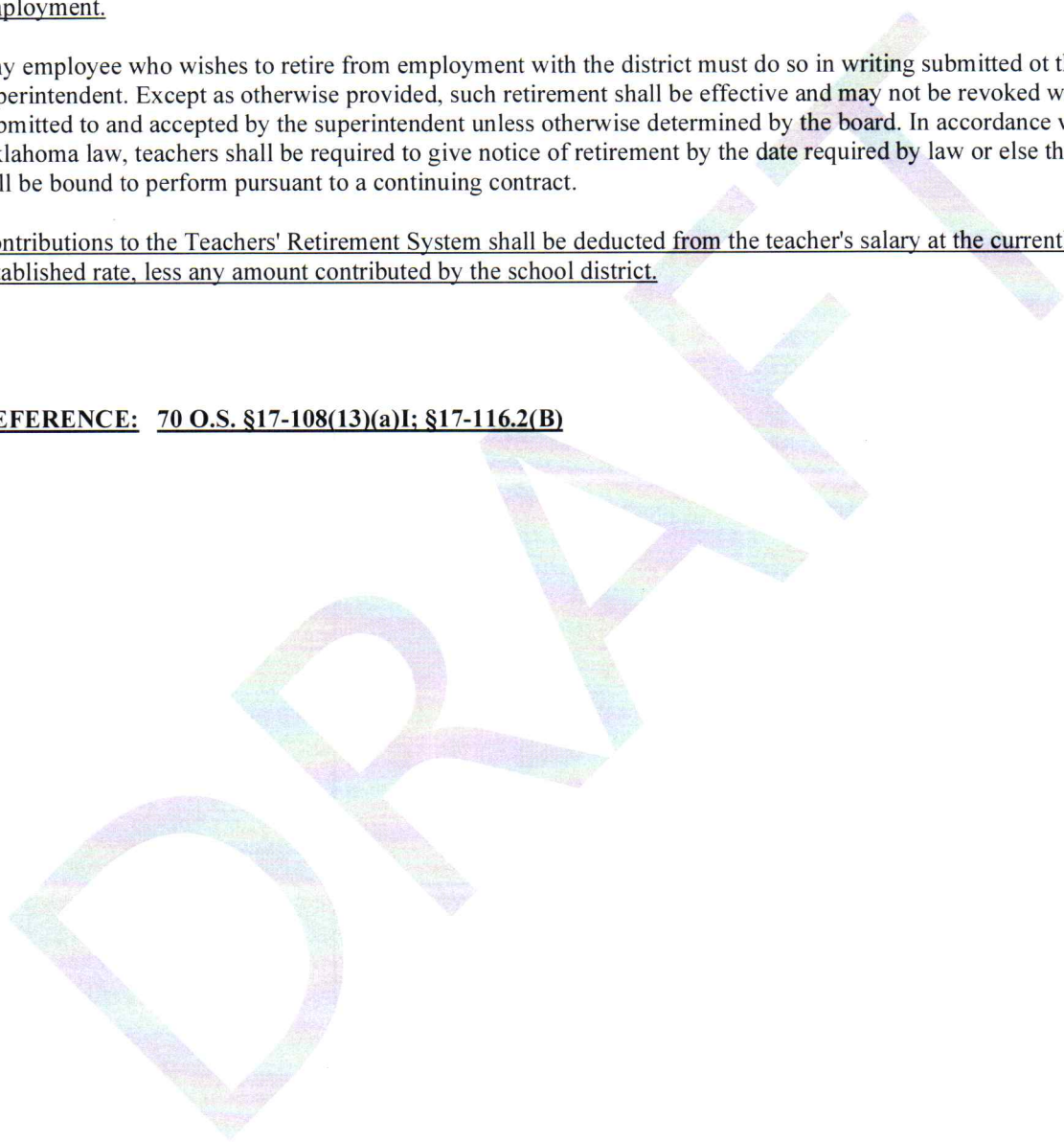
**RETIREMENT PROGRAM**

It shall be the policy of the Shawnee 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.

Any employee who wishes to retire from employment with the district must do so in writing submitted to the superintendent. Except as otherwise provided, such retirement shall be effective and may not be revoked when submitted to and accepted by the superintendent unless otherwise determined by the board. In accordance with Oklahoma law, teachers shall be required to give notice of retirement by the date required by law or else the teacher will be bound to perform pursuant to a continuing contract.

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)**



**EMPLOYEE GRIEVANCES**

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

**NOTE:**      **This grievance policy is for those employees not covered by the district's negotiated agreement, if one exists.**

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## **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 is any employee of this district filing a grievance.

The grievance officer is the superintendent or designee.

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 grievance:

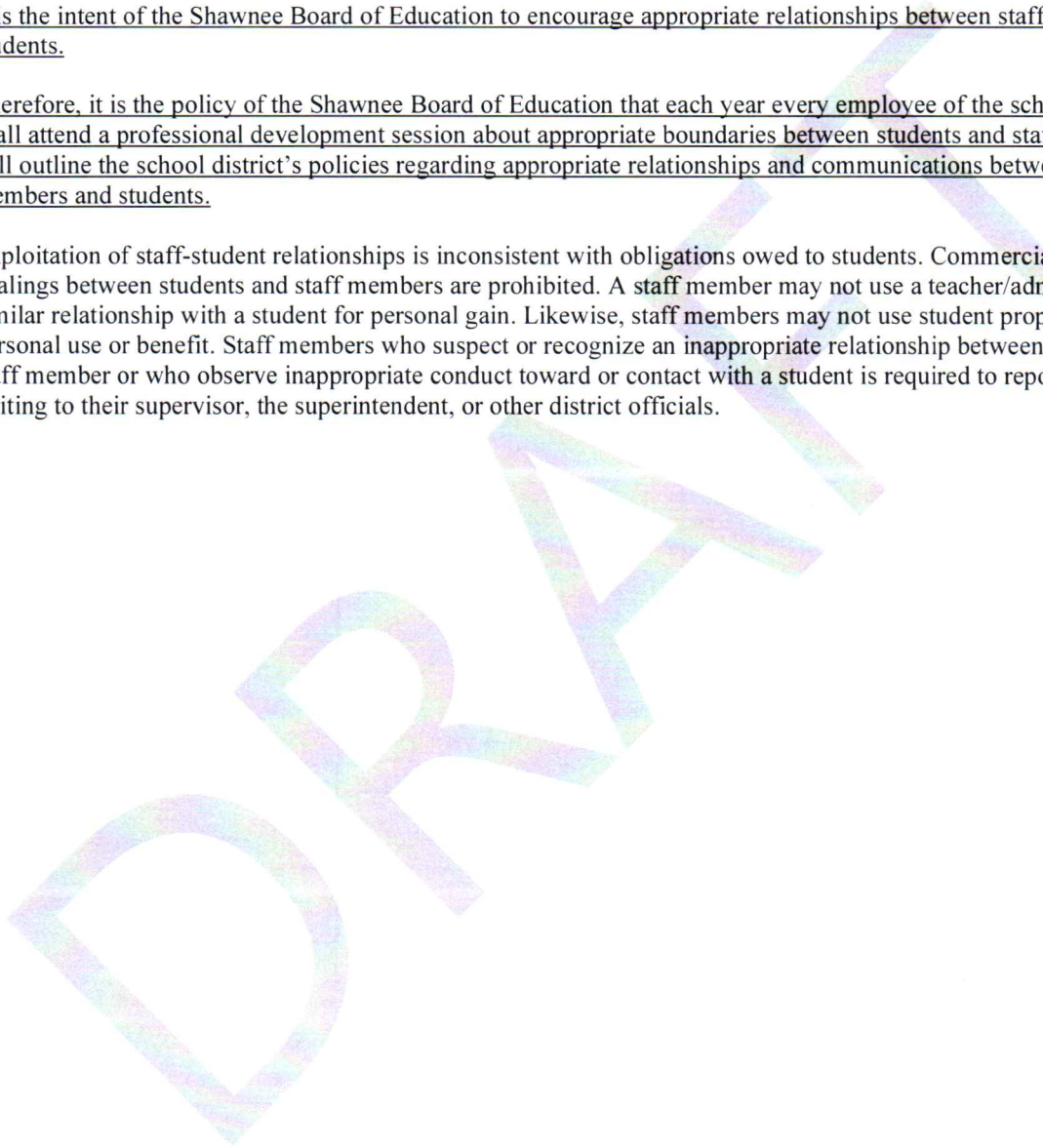
- Step #1 The grievant must present the grievance in writing within fifteen (15) days of the alleged violation to the grievant's immediate supervisor. The supervisor will attempt to resolve any issue within his or her authority and area of responsibility.
- Step #2 If the grievance cannot be resolved at this level by the immediate supervisor, the grievant must present in written form within ten days (two working weeks) the grievance to the grievance officer. The superintendent may designate another administrator as the grievance officer. (Use Grievance Report Form A.)
- Step #3 The grievance officer shall investigate and respond within five days (one working week). (Use space provided on the Grievance Report Form A.)
- Step #4 If the grievance is not resolved at this level, the grievant may appeal within ten days (two working weeks) to the superintendent or his/her designated officer. (Use Appeal Form B.)
- Step #5 The superintendent, or his/her designated officer, must respond to the appeal within five days (one working week). (Use space provided on the appeal Form B.)

**STAFF-STUDENT RELATIONSHIPS**  
**ANNUAL REQUIRED**  
**Professional Development**

It is the intent of the Shawnee Board of Education to encourage appropriate relationships between staff members and students.

Therefore, it is the policy of the Shawnee Board of Education that each year every employee of the school district shall attend a professional development session about appropriate boundaries between students and staff. This session will outline the school district's policies regarding appropriate relationships and communications between staff members and students.

Exploitation of staff-student relationships is inconsistent with obligations owed to students. Commercial and business dealings between students and staff members are prohibited. A staff member may not use a teacher/administrator or similar relationship with a student for personal gain. Likewise, staff members may not use student property for personal use or benefit. Staff members who suspect or recognize an inappropriate relationship between a student or staff member or who observe inappropriate conduct toward or contact with a student is required to report this in writing to their supervisor, the superintendent, or other district officials.



## STAFF MEMBERS AND ELECTRONIC OR DIGITAL COMMUNICATIONS SOCIAL NETWORKING SITES

The Superintendent and the School Principals will annually remind staff members and orient new staff members concerning the importance of maintaining proper decorum in the online, digital world as well as in person. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. The orientation and reminders will give special emphasis to the following prohibited behaviors:

1. Improper fraternization with students using Facebook and similar internet sites or social networks, or via cell phone, texting or telephone electronic or digital communication.
  - a. Teachers may not list current students as “friends” on networking sites.
  - b. All e-contacts with students should be through the district’s school-approved platform computer and telephone system.
  - c. All contacts and messages by coaches with team members shall be sent to all team members, except messages involving medical or academic privacy matters, in which case the messages will be copied to the athletic director and the school principal.
  - d. Teachers will not give out their private cell phone or home phone numbers to students without prior written approval of the district and the parent of the minor student.
  - e. Improper private contact via electronic or digital communication e-mail or phone is prohibited.
2. Inappropriateness of posting items with sexual content.
3. Inappropriateness of posting items exhibiting or advocating use of drugs and alcohol.
4. Monitoring and penalties for improper use of district computers and technology.

As per state law, employees are discouraged from sharing content or comments containing the following when directed at a citizen of the State of Oklahoma:

- 1) Obscene sexual content or links to obscene sexual content;
- 2) Abusive behavior and bullying language or tone;
- 3) Conduct or encouragement of illegal activity; and
- 4) Disclosure of any information required to be maintained as confidential by law, regulation, or internal policy.

“Electronic or digital communication” includes, but is not limited to, emails, text messages, instant messages, direct messages, social media messages, messages sent through software applications, and any other electronic or digital means of communication.

“Social networking or “social media” means interaction with external websites or services based upon participant contributions to the content. Types of social media include social and professional networks, blogs, micro blogs, video or phone sharing and social bookmarking; and

“Comment” means a response to an article or social media content submitted by a commenter.

The Superintendent or designees will periodically conduct internet searches to see if teachers have posted inappropriate materials online. When inappropriate use of computers and websites is discovered, the School

**STAFF MEMBERS AND ELECTRONIC OR DIGITAL COMMUNICATIONS SOCIAL NETWORKING SITES (Cont.)**

Principals and Superintendent will download the offensive material and promptly bring that misconduct to the attention of the school district’s legal counsel for review.

The board of education shall designate school-approved platforms. The administration shall publish school-approved platforms on the district’s website and in student or staff handbooks.

School personnel engaging in electronic or digital communication with an individual student shall include the student’s parent or guardian in any electronic or digital communication, unless such communication is on a school approved platform and related to school and academic communications. The only exception to this requirement may be made in case of an emergency, subject to subsequent notification to the parent or guardian. School employees shall make reasonable efforts to use school-approved platforms, systems, or applications that allow automatic inclusion of parents or guardians in communications with students.

School employees reported to have engaged in electronic or digital communications that would violate this policy and state law shall be placed on administrative leave while the school district investigates the incident. If the investigation finds that no misconduct occurred, the school employee shall be reinstated, and the incident noted in the personnel file.

Employees who engage in any of the above-referenced prohibited behaviors are subject to the possibility of penalties, including termination of dismissal from employment, for failure to exercise good judgment in online conduct. Incidents will be reported in compliance with district policy FFG and state law.

**REFERENCE:**        74 O.S. § 840-8.1  
                               70 O.S. § 6-401.

**\*A copy of this policy shall be distributed to each affected employee by email.**

**HYGIENE AND SANITATION**  
**(BLOODBORNE PATHOGENS)**

The Shawnee 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.

The district's primary concern in any emergency situation is the health and safety of the student, staff, and their families. In the event of an emergency that endangers health and safety in such a manner that a person's physical presence in a school building could potentially expose them to pathogens which could lead to illness, no students or families are permitted to be inside a school building until the superintendent has declared that it is safe. In addition, no staff member shall enter a school building unless the purpose is to provide "essential" services. Any staff members who the superintendent classifies as "essential" or necessary to perform "essential" duties may be required to be physically present on school property at certain times as designated by the superintendent. Any staff member who is required to be physically present in a school building shall strictly follow all and health and safety guidelines established by the Center for Disease Control ("CDC") and/or the Oklahoma State Department of Health ("OSDH").

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

**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)

**DRESS AND PERSONAL GROOMING**  
**TEACHERS**

Recognizing the many different dress and grooming tastes among its professional staff, it is the policy of the Shawnee Board of Education that principals will dress in the appropriate fashion to maintain the professional image and encourage all school personnel to dress appropriately to reflect pride and professionalism.

The board also feels that the faculty members are professional people, and their dress should be a compliment to the profession and a positive example for the students and the community.

All teachers and support employees should dress appropriately considering the accepted custom and style of the community and the educational profession. Teachers shall refrain from any style of dress, hairstyling, or personal grooming that might subject the faculty or school to undue criticism. Immodest or suggestive clothing styles or designs, graphic T-shirts, exposed midriff, low-cut or see-through blouses, etc., are not acceptable.

No cutoffs of any kind shall be worn inside the school building. The coaching staff, when coaching in the areas of their assignment, may wear athletic wear which could include athletic shorts cutoffs.

Blue jeans should not be worn by teachers during the school day. Exceptions may be made for spirit days, certain field trips and excursions.

The administration shall be held responsible for interpreting and implementing these regulations.

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

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

Principals are asked to use discretion and fairness in their out-of-the-classroom requirements of teachers.

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

Compensation: Teachers selected to perform extra-duty assignments shall receive the extra-duty compensation for the particular assignment as determined by the board and the negotiated agreement.

Duties, Qualifications, and Responsibilities: The teacher's duties, qualifications, and responsibilities shall include those required for the extra-duty assignment by law, regulation, policy, and any applicable job description. The district may change or add any duties and responsibilities assigned to the teacher that relate to the extra-duty assignment.

Limitations: A teacher shall not have any property interest in the extra-duty assignment, and the extra-duty assignment shall not be subject to the continuing contract law of the State of Oklahoma. Extra-Duty assignments shall be made for a term not to exceed the current fiscal year.

Termination: Any extra-duty assignment may be terminated by the superintendent or by the employee at any time and with or without any cause. Upon termination, the superintendent shall provide the teacher with written notice of termination of the extra-duty assignment. If no action is taken to terminate the extra-duty assignment during the fiscal year, the extra-duty assignment shall terminate upon the conclusion of the performance of the extra-duty assignment or at the end of the fiscal year, whichever occurs first.

## OVERTIME AND COMPENSATION TIME

It is the policy of the Shawnee 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 non-exempt employees. The purpose of compensatory time is to provide the superintendent/department head with an alternative to cash payment of overtime. A non-exempt 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.

## PROFESSIONAL DEVELOPMENT PROGRAM COMMITTEES AND RESPONSIBILITIES

Following are descriptions of the responsibilities of the professional development coordinator and the various professional development program committees:

### Professional Development Coordinator's Responsibilities

1. Coordinate activities of the professional development committees.
2. Work with the workshop planning committee to review the needs assessment data and previous year's evaluation; assist in writing needs, objectives, and activities.
3. Recommend any necessary changes in regulations to the regulations review committee.
4. Prepare the total program evaluation.
5. Present the revised professional development plan to the board of education at the April board meeting for its approval.
6. Have the assurance statement signed.
7. Submit the approved professional development plan to the state coordinator by May 10.

### Workshop Planning Committee Responsibilities

1. Review all needs assessment data available and last year's evaluation; add or delete objectives based on evaluation of needs assessment data; plan for long-term and short-term objectives.
2. Meet with the cooperative representatives to plan the co-op in-service day program; serve as host/hostess at the meeting.
3. Mail the tentative program to cooperating schools.
4. Plan the local in-service day program.
5. Write needs, objectives, and activities and present them to the professional development committee for approval.
6. Distribute copies of needs assessment and objectives to the professional.
7. Minutes:
  - A. Keep accurate minutes of all meetings.
  - B. File minutes in the workshop planning committee folder.
8. Give the committee folder to the professional development coordinator when the task is completed.

**PROFESSIONAL DEVELOPMENT PROGRAM, COMMITTEES AND RESPONSIBILITIES (Cont.)**Workshop Implementation Committee Responsibilities

1. This committee is responsible for the smooth and efficient functioning of the cooperative and local in-service days.
2. Check with the speaker to see what equipment and space needs are required for the presentation; for example: electrical outlets, extension cords, overhead projector, etc.
3. Consider interest vs. room capacity in assigning presentations to rooms.
4. Registration Table:
  - A. Professional development forms for participants to sign
  - B. Pens
  - C. Programs: Obtain information from workshop planning committee, then print enough for all participants.
  - D. Activity evaluation forms provided by the evaluation committee. Each participant should have a form for each session attended.
5. Refreshments:
  - Doughnuts
  - Coffee
  - Soda
  - Napkins
  - Cups
  - Ice
6. Provide attendance verification statements for each participant at each session if the presenter does not have enough.
7. Minutes:
  - A. Keep accurate minutes of all meetings.
  - B. File minutes in the workshop implementation committee folder.
8. Give the committee folder to the professional development coordinator when the task is completed.

**PROFESSIONAL DEVELOPMENT PROGRAM, COMMITTEES AND RESPONSIBILITIES (Cont.)**Regulations Review Committee Responsibilities

1. One committee member will attend the State Department of Education workshop for professional development committees to keep abreast with the current state regulations concerning professional development plans.
2. Review the professional development plan.
3. Propose changes, if necessary.
4. Submit all proposed changes to the professional development coordinator by the first Friday in March.
5. Submit proposed changes to the professional development committee for approval.
6. Minutes:
  - A. Keep accurate minutes of all meetings.
  - B. File minutes in the regulation review committee folder.
7. Give the committee folder to the professional development coordinator when the task is completed.

Evaluation Committee Responsibilities

1. In-service Activity Evaluation
  - A. Due Friday after August in-service days.
  - B. Hand activity evaluation forms to all participants during registration.
  - C. Advise participants of the importance of completing the form for each in-service activity attended. This input determines whether or not the activity meets the teachers' needs as stated in the professional development plan.
  - D. Instruct participants to leave the activity evaluation form in the room in which the in-service was held. Forms will be picked up by committee members at the end of the day.
  - E. Pick up forms after in-service is completed for the day.
  - F. Tally results.
  - G. Attach activity evaluation forms to the tally sheet and give to the coordinator.

**PROFESSIONAL DEVELOPMENT PROGRAM, COMMITTEES AND RESPONSIBILITIES (Cont.)**

- H. Send untallied evaluations of cooperating schools to their respective schools if they desire this information.
  
- 2. Minutes:
  - A. Keep accurate minutes of all meetings.
  - B. File minutes in the evaluation committee folder.
  
- 3. Give the committee folder to the professional development coordinator when the task is completed.

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**PROFESSIONAL DEVELOPMENT  
CERTIFICATION REIMBURSEMENT PROGRAM  
~~2017-2018 School Year~~**

The Shawnee school district, under limited circumstances, will provide subject area certification reimbursement to eligible employees. Reimbursement is limited to one subject area examination per individual. Prior to any employee wishing to be involved in this reimbursement program, the Superintendent must agree to sponsor the request at the local level. State Department of Education approval is based on information provided by the district and available funds for the program. Please note that taking and passing a subject area examination does not, in and of itself, constitute approval for providing direct instruction in any subject area. Districts must comply with current state law regarding certification requirements.

Once sponsored or approved by the Superintendent, it will be the employee's obligation to contact the Oklahoma State Department of Education Special Education Services (OSDE-SES) division for more information.

The OSDE-SES will reimburse districts for fees and other district costs associated with subject area examinations as outlined below:

1. Teachers who are currently certified in Special Education (Mild-Moderate or Severe-Profound):
  - a. Early Childhood Education (205)
  - b. Elementary Education Subtest 1: Reading/Language Arts (150) and Elementary Education Subtest
  - c. Social Studies/Mathematics/Science/Health, Fitness, and the Arts (151)
  - d. English (007) or English (207)
  - e. Middle Level English (124)
  - f. Advanced Mathematics (011) or Advanced Mathematics (111)
  - g. Elementary Mathematics Specialist (182)
  - h. Middle Level/Intermediate Mathematics (225) or Middle Level/Intermediate Mathematics (225)
  - i. Chemistry (104)
  - j. Earth Science (108)
  - k. Middle Level Science (026)
  - l. Physical Science (113)
  - m. Physics (114)
  - n. Middle Level Social Studies (127)
  - o. Psychology/Sociology (132)
  - p. U.S. History/Oklahoma History/ Government/Economics (117)
  - q. World History/Geography (118)
  - r. Blind/Visual Impairment (128)
  - s. Deaf/Hard of Hearing (030)
  - t. Mild-Moderate Disabilities (029) or Mild-Moderate Disabilities (129)
  - u. Severe-Profound/Multiple Disabilities (031) or Severe-Profound/Multiple Disabilities (131)
  
2. Teachers who are not currently certified in Special Education:
  - a. Mild-Moderate Disabilities (029) or Mild-Moderate Disabilities (129)
  - b. Severe-Profound/Multiple Disabilities (031) or Severe-Profound/Multiple Disabilities (131)

**CERTIFICATION REIMBURSEMENT PROGRAM (Cont.)**

Reimbursements must be pre-approved. For pre-approval please email any OSDE-SES contact below using the subject line "Project 616". Provide a statement, on district letterhead, with the following details:

- 1) Names of individuals for whom the reimbursement is being sought.
- 2) Current teaching assignment for each individual.
- 3) Justification for the necessity of each individual to take and pass the subject area examination.
- 4) Estimated total cost.

Once pre-approval is obtained and an individual takes and passes the subject area examination, the district must submit a computer generated Expenditure Summary and Detail report and a copy of each individual's subject area examination results. If an individual does not pass the test, the district must obtain pre-approval again. The report and copies must be faxed (405-522-2380) or emailed to your Compliance, Data, and Finance Specialist.

The amount of the reimbursement will be listed on the employee's W2 as taxable compensation in the year in which the reimbursement was received by the employee.

For questions, please contact:

Carole Tomlin: [carole.tomlin@sde.ok.gov](mailto:carole.tomlin@sde.ok.gov) 405-521-2335

Janet Felton: [janet.felton@sde.ok.gov](mailto:janet.felton@sde.ok.gov) 405-522-1578

Brandon Gambill: [brandon.gambill@sde.ok.gov](mailto:brandon.gambill@sde.ok.gov) 405-521-4872

Karen Howard: [karen.howard@sde.ok.gov](mailto:karen.howard@sde.ok.gov) 405-521-3587

**SUPERVISION OF CERTIFIED STAFF**

Classroom visits are for several purposes: To keep the administration informed about what is going on in the school program, to observe student conduct and student progress, to encourage the growth and exchange of new ideas in teaching techniques and use of materials, to discover ways and means of coordinating the curriculum, and to evaluate teaching effectiveness particularly as a basis for recommendation for career status in the case of teachers in the probationary period.

The shorter visit does not require a conference since its purpose is to catch a quick glance of a program or to observe a particular student or group in a classroom situation.

The teacher conference, whether or not following a class visit, should serve primarily as a means for exchanging ideas. It should result in the professional growth of both the teacher and the administrator and can do so only if the desire to find a common ground for such growth is present in both suggestions and comments relating to teaching methods and techniques, and within a broader perspective, should lay the foundation for curriculum planning.

All certified employees shall be evaluated by an administrator, designated by the board, who possesses an administrative certificate in accordance with state law. Each evaluation shall include, but is not limited to, information based upon actual classroom observation by the evaluator. Any evaluative reference other than actual observation by the evaluator must be identified. Under no circumstances will an employee be evaluated by a building administrator that is related to that employee within the second degree of affinity or consanguinity. Another administrator will be designated by the superintendent or designee to evaluate the relative of the building administrator.

**CROSS-REFERENCE: Policy DNA, Teacher Evaluation**

## TERMINATION OF EMPLOYMENT TEACHERS

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

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

1. Willful neglect of duty,
2. Repeated negligence in the performance of duty,
3. Mental or physical abuse to a child,
4. Knowing and willful failure to report suspected child abuse or neglect.
5. Incompetency,
- 6.5. Instructional ineffectiveness,
- 7.6. Unsatisfactory teaching performance,
- 8.7. Commission of an act of moral turpitude,
- 9.8. Abandonment of contract,
- 10.9. Conviction of a felony,
11. 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
12. 11. Failure to earn required staff development points.

Mental or physical abuse to a child would also include, but is not limited to a finding that a teacher has, either in the presence of a minor or in a manner that such person has participated in making available to a minor online, engaged in sexual acts, acts that appeal to the prurient interest in sex as found by the average person applying contemporary community standards, or acts that excessively promote sexuality in light of the educational value of the material and in light of the youngest age of any student with access to said material.

Probationary teachers may be terminated or nonrenewed by the board for cause 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.

**TERMINATION OF EMPLOYMENT, TEACHERS (Cont.)**

However, nothing in this policy shall be construed to prevent layoffs due to lack of funds or work. No action regarding dismissal or non-renewal 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. §18-123  
Accreditation Standard 210:20-29-5

## 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.

The school district shall provide a copy of the recommendation letter to the State Board of Education if the recommendation includes grounds that could form the basis of criminal charges sufficient to result in the denial or revocation of certification for the following reasons:

1. Abuse, Neglect, Exploitation, or Sexual Abuse of Child as defined by 21 O.S. Section 843.5;
2. Knowingly and willfully failing to report suspected child abuse or neglect of a child in violation of 10A O.S. Section 1-2-101.

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

Hearing procedures for teachers shall be as follows:

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

**TEACHER TERMINATION PROCEDURES (Cont.)**

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:

**TEACHER TERMINATION PROCEDURES (Cont.)**

- 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 counsel.

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

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

**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**

**SUSPENSION OF CERTIFIED PERSONNEL**

It is the policy of the Shawnee Board of Education that a teacher or administrator may be suspended from employment in accordance with state law and the accreditation standards. Such suspension will be with pay, pending additional due process procedures. a teacher may be suspended from employment by order of the board when there appears to be evidence to justify an investigation of the teacher's fitness to continue employment.

Suspension may be instituted only after the teacher has been notified in writing of the intent to suspend. The teacher will not suffer loss of salary during the suspension. A teacher who has been suspended has the right to appeal to the immediate supervisor, the principal, the coordinator, the superintendent, and the board, in the order given.

If a district that has received notice under Oklahoma Accreditation Standard 210:35-3-86, section (g) that an investigation or certification review of a certified employee has been commenced by the State Department of Education, the employee may be placed on administrative leave. The determination as to whether the employee will be placed on leave is a decision of local control. If the district does not place such certified employee on administrative leave during the time that such employee is under investigation for certificate revocation, and that employee's certificate is revoked at the conclusion of that investigation, the district shall be given a health and safety deficiency.

Whenever the superintendent of a school district has reason to believe that cause exists for the dismissal of a teacher and is of the opinion that the immediate suspension of the teacher would be in the best interests of the children in the district, the superintendent or the local board of education upon receiving recommendation for suspension from the superintendent may suspend the teacher without notice or hearing. However, the suspension shall not deprive the teacher of any compensation or other benefits to which otherwise entitled. Within ten (10) days' time after the suspension becomes effective, the local board of education shall initiate a hearing for dismissal pursuant to law. However, in a case involving a criminal charge or indictment, the suspension may extend until the case for the teacher is finally adjudicated at trial. The extension shall not include any appeal process.

Whenever the local board of education or the administration of a school district has reason to believe that cause exists for the dismissal of an administrator, and when they are of the opinion that the immediate suspension of an administrator would be in the best interests of the children in the district, the local board of education or the superintendent of the school district may suspend the administrator without notice or hearing. However, the suspension of the administrator shall not deprive the administrator of any compensation or other benefits to which he or she would otherwise be entitled under his or her contract or pursuant to law. Within ten (10) days' time after such suspension becomes effective, the local board of education shall initiate proceedings pursuant to Section 6-102.4 of this title to have the administrator dismissed. However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the administrator's case is finally adjudicated at a trial. Provided, however, such extension shall not include any appeal process.

**LEGAL AUTHORITY:**      70 O.S. Section 6-101.14  
    70 O.S. Section 6-101.29  
    Accreditation Standard 210:35-3-86

## REDUCTION-IN-FORCE CERTIFIED PERSONNEL

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

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

### Definitions

Career teacher means a teacher who:

- a. is employed by a school district prior to the 2017-2018 school year and 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 during the 2017-2018 school year and thereafter.

(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 district evaluation rating of "superior" as measured pursuant to the TLE as set forth in 70 O.S. § 6-101.16 of this act for at least two (2) of the three (3) school years,

(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 district evaluation rating of at least "effective" as measured pursuant to the TLE for the four-year period, and has received a rating of at least "effective" for the last two (2) years of the four-year period, or

(3) has completed four (4) or more consecutive complete school years in one school district under a written continuing or temporary teaching contract and has not met the requirements of subparagraph "a" or "b" of this paragraph, only if the principal of the school at which the teacher is employed submits a petition to the superintendent of the school district requesting that the teacher be granted career status, the superintendent agrees with the petition, and the school district board of education approves the petition. The principal shall specify in the petition the underlying facts supporting the granting of career status to the teacher;

Probationary teacher means a teacher who:

- a. for teachers employed by a school district prior to the 2017-2018 school year and 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 teachers employed for the first time by a school district under a written teaching contract during the 2017-2018 school year and thereafter.

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

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 primary basis used in determining the retention or reassignment of affected teachers when a school district implements a reduction-in-force plan shall be the ratings of the teachers as measured pursuant to the TLE as set forth in 70 O.S. § 6-101.16. The order of termination, for affected teachers, will be as follows:
  - A. A probationary teacher in an eliminated position will be terminated first
  - B. 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 teacher.
  - C. 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.
  - D. 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.
    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.
  - E. If there is more than one probationary teacher in the position being reduced, the criteria listed in D, 1 through 3, will be used in determining which probationary teacher or licensed teacher will be retained.

***Optional***

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.

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

Such reemployment shall be in reverse order of termination according to the provisions of this policy. Priority for reemployment shall extend through \_\_\_\_\_ (date) *(not to exceed one year)*.

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.

**LEGAL REFERENCE: 70 O.S. § 6-101.31**

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## **REDUCTION-IN-FORCE SUPPORT PERSONNEL**

The Shawnee 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.

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.

**NOTICE OF ASSIGNMENT  
SUPPORT STAFF EMPLOYEE**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

SS#: \_\_\_\_\_

Pursuant to your monthly/hourly employment with the school district, you are hereby notified that your assignment(s) shall be as follows:

Position: \_\_\_\_\_

Location: \_\_\_\_\_

The assignment(s) may be changed and/or modified from time to time as the needs of the school district require in accordance with applicable policies, regulations, procedures, and directives.

Your salary placement is Pay Grade \_\_\_\_\_, Step \_\_\_\_\_, while in this assignment and will be at the rate of \$ \_\_\_\_\_ per hour. You will be paid in \_\_\_\_\_ monthly installments.

It is recognized that in order to insure continuity and uniformity in payment of salaries, certain portions of your salary may be paid to you prior to the time the salary is earned. In the event you cease to be employed by the school district for any reason whatsoever, you shall promptly repay to the district any amounts that have not been earned as of the date of such separation. You shall receive benefits and vacation in accordance with district policies and procedures.

This document is to provide you with written notice of actions taken pursuant to your employment. Employment shall at all times be subject to applicable policies, regulations, procedures, and directives of the school district through its appropriate supervisory personnel and all applicable state and federal statutes.

All employment actions are subject to ratification and approval by the \_\_\_\_\_ Board of Education. Support staff employees serve at the pleasure of the board and have only those employment rights expressly established by board policy.

\_\_\_\_\_ Public Schools

\_\_\_\_\_ County, Oklahoma

By:

\_\_\_\_\_  
Director of Personnel

NOTE: Any questions regarding this Notice of Assignment must be submitted to the director of personnel or designee within two weeks of the notice issue date.

**SUBSTITUTE TEACHERS**

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

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

No non-certified, non-degreed substitute teacher shall be employed for a total period of time in excess of ~~90~~ 135 days per school year and may not be employed for the same assignment for more than ~~90~~ \_\_\_\_\_ days during a school year.

No substitute teacher with a lapsed or expired certificate or who has a bachelors level college degree shall be employed for a total period of time in excess of ~~100~~ 145 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 students with physical disabilities or students with intellectual disabilities ~~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 shall receive the same compensation as regular teachers, at the same salary level, and will be employed pursuant to a temporary employment contract.

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

## ADJUNCT TEACHER POLICY

The Shawnee Board of Education recognizes the occasional need for adjunct teachers who are authorized by state law to teach ~~for one (1) hour per day during one school year~~. An adjunct teacher is defined as an individual with recognized, meritorious expertise in a given field but who does not hold a valid license or teaching certificate. "Recognized expertise" will be determined using the following criteria:

1. A level of mastery has been demonstrated that exhibits professional training, education, preparation, etc., in the field that the individual will teach. The level of expertise may be determined by personal observations of performances, etc., recommendations from community members, and/or references.
2. Minimum of two years of college and or demonstrated full-time work experience in an instructional or supervisory role, with an audience consisting primarily of school-age children (e.g. daycare facility, summer camp, youth groups, parks and recreation, etc.); or
3. Enrolled in a bachelor's degree completion program and within 18 hours of completion of a bachelor's degree;
4. Successful experience as a classroom teacher, but otherwise ineligible for emergency certification.

### Additional requirements:

1. Employee must be 21 years of age; and
2. Employee must meet all district employment requirements, including but not limited to: references regarding the individual's ability to relate to students must be satisfactory; must complete successful background check review; and must comply with all ongoing training requirements for both the district and the Oklahoma State Department of Education.
3. For adjunct teachers employed more than 3 hours per day, the following requirements apply:
  - Complete one additional professional development component per semester, including Fall, Spring and Summer (attendance in New Teacher Trainings required).
  - Acceptable professional development components include completion of 3 college hours; completion of a test required for teacher certification; application to achieve certification through an alternative pathway; completion of a Special Education Boot Camp; or completion of an intensive, pre-approved, professional development course (e.g. Reading as a Science).

An Adjunct teacher may be either: (1) a certified employee adjuncting to teach outside of their area of certification ("certified adjunct teacher") or (2) a person who does not hold valid certification of any kind, including educators with an expired certificate who is serving as an adjunct teacher ("non-certified adjunct teacher").

Compensation for Adjunct Teachers will be determined in accordance with the district policies and procedures for employee compensation.

The district will comply with all requirements set forth by the Oklahoma State Department of Education with regard to the employment of an adjunct teacher.