

---

---

# **SECTION 2**

## **CERTIFIED PERSONNEL**

---

---

**Any questions direct to the Superintendent (918) 647-7700**

# PROFESSIONAL PERSONNEL INDEX

## BOARD POLICY

## PAGE NUMBER

SELECTION AND APPOINTMENT.....	4
ELIGIBILITY TO WORK IN UNITED STATES .....	4-5
EMPLOYMENT BACKGROUND CHECKS .....	5
FELONY RECORD SEARCH PROCEDURES .....	6-7
EMPLOYEES CHARGED WITH A CRIME.....	8-9
EQUAL OPPORTUNITY STATEMENT... ..	9
COORDINATOR.....	10
NOTIFICATION OF STUDENTS, PARENTS & EMPLOYEES .....	10
GRIEVANCE PROCEDURES FOR ALLEGED DISCRIMINATION .....	11-14
SEXUAL HARASSMENT IN THE WORKPLACE... ..	14-17
CERTIFICATION AND LICENSE .....	18
RESIDENT TEACHERS AND RELATED COMMITTEES .....	19-20
ASSIGNMENT AND TRANSFER .....	21
PROCEDURE FOR SEEKING TRANSFER .....	21
RESPONSIBILITIES AND DUTIES .....	22
GRIEVANCE PROCEDURE.....	22-23
RELATIONSHIP OF FACULTY AND BOARD .....	23
TEACHER EVALUATION .....	24-28
EVALUATION OF ADMINISTRATIVE PERSONNEL .....	29
TEACHER TERMINATION PROCEDURES .....	29-31
SUSPENSION, DISMISSAL & NON-REEMPLOYMENT OF TEACHERS ....	32-39
TERMINATION BASED ON REDUCTION OF FORCE... ..	39
RESIGNATION .....	40
RETIREMENT... ..	40
REDUCTION IN FORCE CERTIFIED PERSONNEL.....	41-43
RE-EMPLOYMENT OR OTHER EMPLOYMENT AFTER REDUCTION .....	44
IN FORCE	
CONTRACTS.....	45
TEMPORARY CONTRACTS .....	45
WITHHOLDING SERVICES .....	46
CAREER TEACHERS .....	46
SUBSTITUTE TEACHERS.....	47
RESIDENT TEACHERS & RELATED COMMITTEES.....	48
OTHER FIELD EXPERIENCE... ..	49
PROFESSIONAL GROWTH .....	49-50
EMPLOYMENT AND RETENTION OF HIGHLY QUALIFIED TEACHERS	50-51
PROFESSIONAL MEETINGS .....	51
PROFESSIONAL VISITS.....	52

<b><u>PAGENUMBER</u></b>	
<b>NON-SCHOOLEMPLOYMENT.....</b>	<b>52</b>
<b><u>BOARDPOLICY</u></b>	
<b>SALARYGUIDE.....</b>	<b>52</b>
<b>SALARYINCREMENTS .....</b>	<b>53</b>
<b>TRAVEL .....</b>	<b>54-56</b>
<b>INSURANCE FORFORMEREMPLOYEES.....</b>	<b>57</b>
<b>SALARY CHECKANDDEDUCTIONS.....</b>	<b>58</b>
<b>PROFESSIONAL ORGANIZATIONPAYROLLDEDUCTIONS .....</b>	<b>59</b>
<b>SICKLEAVE .....</b>	<b>59-60</b>
<b>SICKLEAVEBANK.....</b>	<b>61-62</b>
<b>TRANSFER OFSICKLEAVE.....</b>	<b>63</b>
<b>ATTENDANCE BONUS TIED TOSICKLEAVE .....</b>	<b>63</b>
<b>UNUSED SICK LEAVE BANK FOR RETIREMENTCREDIT... ..</b>	<b>63-64</b>
<b>FAMILY AND MEDICAL LEAVE .....</b>	<b>65-71</b>
<b>EMERGENCY ANDBEREAVEMENTLEAVE.....</b>	<b>72</b>
<b>BEREAVEMENTLEAVE.....</b>	<b>72</b>
<b>OTHEREMERGENCIES .....</b>	<b>72</b>
<b>ABSENCE FORJURYDUTY .....</b>	<b>73</b>
<b>PERSONALBUSINESS .....</b>	<b>73</b>
<b>MILITARY .....</b>	<b>73</b>
<b>MATERNITY .....</b>	<b>74</b>
<b>MATERNITY LEAVE RELATEDTOADOPTION .....</b>	<b>74-75</b>
<b>VACATIONS .....</b>	<b>75</b>
<b>WORKERSCOMPENSATIONPOLICY .....</b>	<b>75</b>
<b>PART-TIMEPERSONNEL .....</b>	<b>76</b>
<b>COMMUNICABLEDISEASES .....</b>	<b>76</b>
<b>EMPLOYEES INFECTEDWITHAIDS .....</b>	<b>77-78</b>
<b>DRUG AND ALCOHOLFREWORKPLACE... ..</b>	<b>79-80</b>
<b>CPR HEIMLICH MANEUVERTRAININGFOR SCHOOL EMPLOYEES-----</b>	<b>80-81</b>
<b>RETENTION OF HIGHLY QUALIFIED TEACHERS-----</b>	<b>81-82</b>
<b>ADJUNCT TEACHER POLICY-----</b>	<b>82</b>

**SELECTION AND APPOINTMENT**

It shall be a specific function of the board of education to establish procedures for the selection of a superintendent.

Except for the treasurer, deputy treasurer, attorney, and auditor, deputy clerks, minute clerk, and encumbrance clerk, employees of the school district will be recommended by the superintendent for appointment. School principals shall be involved in the nominating process for positions within their school. Should a person nominated by the superintendent be rejected by the board, it shall be the duty of the superintendent to make another nomination.

It shall be the duty of the superintendent of schools to see that persons nominated for employment shall meet all the qualifications established by law and by the board for the type of position for which nomination is made.

State law (SB 1394) prohibits individuals who are registered under the ***Sex Offenders Registration Act*** to work around children or to provide services to children. The act makes it unlawful for a person to knowingly or willfully allow such a registered person to work around children. This policy requires that any applicant known to be registered under the ***Sex Offenders Registration Act*** be denied employment.

Revised: July 27, 1998

Revised: February 8, 2010

**ELIGIBILITY TO WORK IN UNITED STATES**

In compliance with the ***Immigration Reform and Control Act of 1986*** verification shall be made to insure that employees are eligible to work in the United States. The superintendent shall establish procedures to:

1. Have employees complete their part of Form I-9 when they start to work.
2. Check documents prescribed by the Immigration and Naturalization Service to establish an employee's identity and eligibility to work.

3. Retain the Form for at least three years and for those who work more than three years to retain it one year after the person leaves employment.
4. Present the Form for inspection to an INS or Department of Labor Officer upon request.

The INS publication M-274 (5/87) ***Handbook for Employers: Instructions for Completing Form I-9*** and subsequent INS instructions regarding Form I-9 shall serve as the guide for carrying out this policy.

Revised: July 30, 1990

Revised: February 8, 2010

### **EMPLOYMENT BACKGROUND CHECKS**

It is the policy of the board of education that a felony records check shall be conducted of all prospective employees. A written consent will be required from the prospective employees consenting to a felony check to be conducted as authorized by Oklahoma law. The records check shall be initiated by the school district's written request, through the superintendent, to the State Board of Education and will be forwarded for processing with the Oklahoma State Bureau of Investigation (OSBI) and Federal Bureau of Investigation (FBI).

**Effective November 1, 2012**, the school district may contract with a third party vendor who is a member in good standing with the National Association of Professional Background Screeners to perform any and all employment screenings, background checks, and credit checks.

If the applicant for employment meets all other criteria for employment, the applicant may be employed on a Temporary Contract with Notice of Limited Employment for up to sixty (60) days pending receipt of a felony records search results. If the felony records search report is received and shows no felony record, the employee and district shall enter into an employment contract. If a felony conviction is shown on the report, then employment will end.

Revised: October 11, 2010, December 13, 2010

Revised: August 12, 2012

**FELONY RECORDS SEARCH PROCEDURES**

**Prospective Employees**

The district will obtain the results of a national felony record search of the names and fingerprints of every prospective school district employee. During the first interview with each employment applicant, the applicant will be advised that:

1. The school district requires a national felony record search of every prospective employee's name and fingerprints as a condition of employment;
2. To enable the school district to request the search and obtain the results, the applicant must complete and sign an Authorization and Release Form provided by the district;
3. The school district will request a felony record search only if the superintendent recommends employment of the applicant.
4. If the superintendent recommends employment of the applicant, the applicant may be required to pay the search fee, which will not exceed \$50;
5. The district will reimburse the applicant for the fee unless the search disclosed a prior felony offense conviction.
6. If the superintendent recommends employment of the applicant, the applicant must permit the district designated law enforcement service to fingerprint the applicant; and
7. The applicant, if placed on duty prior to receipt of the felony search results, will be classified as a temporary employee with notice of limited employment until the district is notified that the search is clear of any felony record.

If the felony records search reveals a prior felony offense conviction or if the applicant provides a false response to one or more of the questions on the Authorization and Release Form, the applicant will be denied employment and, if placed on duty prior to receipt of the search results, will be deemed to have resigned from employment with the district, effective upon acceptance by the board of education. The board of education may accept any employee's resignation at any time within thirty (30) days after the date the district is notified of either the unsatisfactory search results or learn of applicant's false response, whichever is later. Under these circumstances, the employee waives any due process procedures that might otherwise be available under federal and state law and school district policies and procedures.

**Current Employees**

The district will also request a national felony records search of the name and fingerprints of any current employee if the board of education recommends a search of that employee's felony record.

**Substitute Teachers**

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

Person(s) applying for employment as a substitute teacher shall only be required to have one such felony records search for the school year. Upon request of the substitute teacher, that felony records search results may be sent to any other school district in which the substitute teacher is applying to teach.

Revised: August 1, 1994,  
February 8, 2010  
December 13, 2010

Revised: August 13, 2012

**EMPLOYEES CHARGED WITH CRIMES**

Pursuant to **Section 5-144 of Title 70 of the Oklahoma Statutes** in the event it is discovered that a person charged in an Information or Indictment with a felony or violent misdemeanor is a student or employee of a school district or a public school in the state, or an employee working on school property for an entity that provides services to a school district or a public school on school property, the district attorney shall notify the superintendent of the school district of the charges filed against the student or employee.

It shall be the policy of this school district that if such information is ever received by the Superintendent of Schools, he/she will promptly investigate the information and take whatever reasonable actions are deemed appropriate to best protect the interests of the school district and its students.

Upon receipt of such notification from the district attorney, the superintendent (or designee) shall:

1. Make effort to verify the accuracy of the information through any means accessible;
2. Ascertain whether or not the person or persons reasonably pose any threat to the students and staff of the school district by their employment or presence on school property; and
3. Take any reasonable steps appropriate to ensure the safety of students and staff and protect the interests and goals of the school district including but not limited to dismissal of the employee or whatever measures will reasonably be in the best interest of the school district, its students and staff.

Upon the adoption of this policy, the superintendent shall send a letter to the district attorney for every county in which the school district operates notifying the district attorney of the obligations under Oklahoma law.

Pursuant to **Section 6-101.48 (A) of Title 70 of the Oklahoma Statutes**, no person or business having a contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees shall allow any employee to work on school premises if such employee



**POTEAU PUBLIC SCHOOLS  
PROFESSIONAL PERSONNEL POLICY**

**Professional Personnel**

is convicted in this state, the United States or any other state of any felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.

Further, **Section 6-101.48 (B)** provides that every person or business performing services on the property of a school or school district shall **at the time of contracting** be required to sign a statement declaring that no employee working on school premises under the authority of such business is currently registered under the provisions of the ***Oklahoma Sex Offenders Registration Act*** and that the business is not in violation of the provisions of this section.

Pursuant to **Section 6-101.48 (A) & (B) of Title 70 of the Oklahoma Statutes**, at the time of contracting with a business or entity to perform services on school district property, the superintendent or the superintendent's designee may require that the business or entity sign the affidavit attached to this policy.

Adopted: September 12, 2005

Revised: July 28, 2008

**EQUAL OPPORTUNITY STATEMENT**

The policy of the Poteau Public Schools, Independent District #29 shall be to select employees as needed on the basis of merit, training, and experience. There shall be no discrimination against any applicant or employee because of race, creed, color, national origin, age, sex, religion, disability, or veteran status; except when it is necessary to meet a bona fide occupational requirement.

Revised: October 11, 1993; March 12, 2007

Revised: February 8, 2010

**COORDINATOR**

The superintendent shall designate an employee who will coordinate compliance activities for **Title IX, Section 504, Title VI, the Age Discrimination in Employment Act**, and the **Americans With Disabilities Act**. This Civil Rights Compliance Coordinator shall investigate complaints of discrimination by gathering relevant information and by insuring that any complaint is processed according to procedures. The Coordinator will not be responsible for making a decision or determination about a complaint. The Coordinator shall be knowledgeable of the regulations, be able to provide information to others, including staff and students, respond to inquiries, and process any complaints received. The Coordinator should monitor activities, report problems and make recommendations where appropriate.

Revised: August 1, 1994

Revised: February 8, 2010

**NOTIFICATION OF STUDENTS, PARENTS AND EMPLOYEES**

Notification of the policy of non-discrimination shall be made annually at the beginning of each school year to students, parents, employees and the general public. This may be achieved through the student and employee handbooks and policy manuals. The notification shall include the designated Civil Rights Compliance Coordinator who may be contacted for information concerning the policy and its implementation.

Non-discrimination statements shall be included on application forms and enrollment forms.

Revised: October 11, 1993

Revised: February 8, 2010

**GRIEVANCE PROCEDURE FOR FILING, PROCESSING  
AND RESOLVING ALLEGED DISCRIMINATION  
COMPLAINTS (STUDENTS, PATRONS AND EMPLOYEES)**

1. **Discrimination Complaint:** A written complaint alleging any policy, procedure or practice which discriminates on the basis of race, color, national origin, religion, sex (including sexual harassment), age or disability.
2. **Grievant:** Any person enrolled in or employed by the district who submits a complaint alleging discrimination based on sex (including sexual harassment), race, color, national origin, religion, age or disability. Sexual harassment is a prohibited type of sexual discrimination under Title IX for which a grievance under this policy can be filed with the Compliance Coordinator. For purposes of any complaint alleging a violation of Section 504, in addition to those identified as possible grievant in this paragraph, members of the public may also be potential grievant. For purposes of this policy, a parent's complaint or grievance shall be handled in the same manner as a student's complaint would be.
3. **Compliance Coordinator:** The person(s) designated to coordinate efforts to comply with and carry out responsibilities under ***Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973*** and any other state and federal laws addressing equal educational opportunity. The Compliance Coordinator under ***Title IX, ADA, Title VII and 504*** is responsible for processing complaints and serves as moderator and recorder during hearings. The Compliance Coordinator of each statutory scheme may be the same person or different persons. The District Compliance Coordinator is Brenda Carpenter at (918) 647-7700.
4. **Respondent:** The person alleged to be responsible for the violation contained in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.

5. **Day:** Day means a working day when the district's main administrative offices are open. The calculation of days in complaint processing shall exclude Saturdays, Sundays and legal holidays.

**Pre-Filing Procedures:**

1. Prior to the filing of a written complaint, the student or employee is encouraged to visit with the Compliance Coordinator, and reasonable effort should be made to resolve the problem or complaint.

**Filing and Processing Discrimination Complaints:**

1. **Grievant:** Submits written complaint to the Compliance Coordinator, stating name, nature and date of alleged violation; names of persons responsible (where known) and requested action. If the applicable Compliance Coordinator is the person alleged to have committed the discriminatory act(s), then the complaint should be submitted to the superintendent for assignment. Complaints must be submitted within ten (10) days of alleged violation. Complaint forms are available from the office of the superintendent and the Compliance Coordinator.
2. **Compliance Coordinator:** Conducts an investigation, within ten (10) days, to the extent reasonably possible, which would include but not be limited to, interviewing the complainant, any witnesses, review of any supporting documents and interviewing the respondent; and asks respondent to:
  - a. Confirm or deny facts;
  - b. Indicate acceptance or rejection of student or employee's requested action; or
  - c. Outline alternatives.
3. **Respondent:** Submits written answer within ten (10) days to the Compliance Coordinator.

4. **Compliance Coordinator**: Within five (5) days after receiving respondent's answer, the Compliance Coordinator schedules a hearing.
5. **Grievant, Respondent and Compliance Coordinator**: Hearing is conducted. In circumstances involving allegations of sexual harassment, the Compliance Coordinator may determine that it is appropriate and reasonable to separate the individual who is allegedly being sexually harassed from the alleged harasser in the hearing.
6. **Compliance Coordinator**: Issues within five (5) days after the hearing a written decision to the Grievant and Respondent.
7. **Grievant or Respondent**: If the Grievant or Respondent is not satisfied with the decision, they must notify the Compliance Coordinator within five (5) days and request, in writing, a hearing with the superintendent or designee. This step is applicable only to situations in which Coordinator other than the superintendent or designee conducted the initial hearing.
8. **Superintendent or Designee**: Schedules within ten (10) days of request a hearing with the Grievant and Respondent
9. **Superintendent or Designee, Grievant and Respondent**: Hearing is conducted.
10. **Superintendent or Designee**: Issues a written decision within five (5) days following the hearing.
11. **Grievant or Respondent**: If the Grievant or Respondent is not satisfied with the decision, they must notify the superintendent, in writing, within five (5) days and request a hearing with the Board of Education.
12. **Superintendent**: Notifies Board of Education, in writing, within five (5) days after receiving request. Superintendent schedules hearing with the Board of Education. Hearing is to be conducted within 30 days from the date of notification to the Board of Education.
13. **Board, Grievant, Respondent, Superintendent and Compliance Coordinator**: Hearing is conducted. Board issues a final decision at the hearing regarding the validity of the grievance and any action to be taken.

**General Provisions:**

1. **Extension of time:** Any time limits set by these procedures may be extended by mutual consent of the parties involved. The total number of days from date that complaint is filed until complaint is resolved shall be no more than 120days.
2. **Access to Regulations:** Upon request, the district shall provide copies of any regulations prohibiting discrimination on the basis of race, color, national origin, religion, sex, age, disability or veteranstatus.
3. **Confidentiality of Records:** Complaint records will remain confidential, to the extent allowed by law, unless permission is given by the parties involved to release such information. All complaint records will be kept separate from any other records of the district. No complaint record shall be entered in any personnel file unless adverse employment action is taken against an employee. Complaint records shall be maintained on file for three (3) years after complaintresolution.
4. **Representation:** The Grievant and the Respondent may have a representative assist them through the grievance process and accompany them to anyhearing.
5. **Retaliation:** No reprisals or retaliation will be allowed to occur as the result of the good faith reporting of a discriminationcomplaint.
6. **Basis of Decision:** At each step in the grievance procedure, the decision maker will take or recommend the taking of appropriate measures based on the facts, as revealed by the investigation and hearing, taken as a whole, and the totality of the circumstances, such as the nature, extent, context and gravity of the activities orincidents.
7. **Section 504 Due Process Procedures:** For information concerning due process procedures under Section 504, the Grievant should contact the ComplianceCoordinator.

Revised: August 1, 1994; February12,2007

Revised: February 8,2010

**SEXUAL HARASSMENT**

State and federal law specifically prohibit sexual harassment of employees and students in connection with their employment by or enrollment in the Poteau School District. This policy will set forth the rules and regulations to be followed by all students, employees and board members of the School District with regard to the issue of sexual harassment:

1. **"Employee"** means any person who is authorized to act in behalf of the school district, whether that person is acting on a temporary or permanent basis, with or without being compensated, or on a full-time or part-time basis and including board members and school volunteers.
2. **"Student"** means any person who is enrolled in any school or program of the school district.
3. In the case of an employee of the school district, **"sexual harassment"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal or physical conduct of a sexual nature by one employee towards another employee which (a) is made an explicit or implicit term or condition of an employee's employment, or (b) is used as a basis for employment decisions affecting that employee or (c) has the purpose or effect of unreasonably interfering with an employee's work performance, or creating an intimidating, hostile or offensive working environment.
4. In the case of a student of the school district, **"sexual harassment"** is defined as unwelcome sexual advances, requests for sexual favors and other unwelcome verbal, non-verbal or physical conduct of a sexual nature by any person towards a student or conduct that denies or limits, on the basis of sex, a student's ability to participate in or to receive benefits, services or opportunities in the school district's programs. Age appropriate examples of the kinds of things that can constitute prohibited sexual harassment shall be communicated to the students.

5. All students, employees and board members are strictly prohibited from engaging in any form of sexual harassment of any student, employee, applicant for employment, vendor representative or patron of the school district. Any employee engaging in sexual harassment is subject to disciplinary action, including but not limited to suspension, demotion, forfeiture of pay or benefits and termination. Such penalties shall be imposed based on the facts taken as a whole and the totality of the circumstances such as the nature, extent, context and gravity of such activities or incidents.
6. Any student engaging in sexual harassment is subject to any and all disciplinary action which may be imposed under the **School District's Student Discipline Code**.
7. Any employee or student who is or has been subjected to sexual harassment or knows of any student or employee who is or has been subjected to sexual harassment **shall** immediately report all such incidents to either the superintendent, assistant superintendent, principal, assistant principal, or any board member of the school district. If the report of an incident needs to be made after normal school hours, the above listed individuals may be contacted at home. It is preferred that all such reports be made in person or in writing signed by the reporting party, including but not limited to a Title IX Grievance Form. However, in order to encourage full, complete and immediate reporting of such prohibited activities any person may report such incidents in writing and anonymously by mailing such reports to the personal attention of any of the above-designated persons. All such reports should state the name of the alleged harassing student, employee or board member, the person(s) being harassed, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and any other information necessary to a full report and investigation of the matter.
8. Any employee who is subjected to job related sexual harassment is entitled to protection under **Title VII of the Civil Rights Act of 1964** and the **Oklahoma Anti-Discrimination Act** and may report such incidents to the United States Equal Employment Opportunity Commission or the Oklahoma Human Rights Commission.



9. The superintendent, assistant superintendent, principal, assistant principal, and any board member of the school district, upon receiving a report (formal or informal) of sexual harassment **shall** do the following as quickly as reasonably possible:
- a. obtain a statement, oral or written, from the individual who is alleged to have been sexually harassed which contains information necessary to conduct a full investigation of the matter. This information should include, but is not limited to, the name of the alleged harasser, the person(s) being harassed, the nature, context and extent of the prohibited activity, the dates of the prohibited activity and the names of any witnesses;
  - b. take reasonable and age appropriate, effective steps to separate and protect the individual who is allegedly being sexually harassed from the alleged harasser, until the matter can be fully investigated and the appropriate remedial steps taken;
  - c. keep the individual who is allegedly being sexually harassed reasonably apprised, to the extent allowed under federal and state privacy laws and regulations, of the investigation and the actions taken as a result of the investigation;
  - d. conduct a full and complete investigation, to the extent reasonably possible and appropriate to the age of those involved, regarding the alleged sexual harassment, which would include, but not be limited to, interviewing the individual allegedly harassed, any witnesses, review of any supporting documents, and interviewing the alleged harasser;
  - e. based on good judgment, common sense and the facts, as revealed by the investigation, taken as a whole and the totality of the circumstances, such as the nature, extent, age of those involved, context and gravity of such activities or incidents, take or recommend the taking of appropriate and effective measures reasonably calculated to end the

harassment and prevent a reoccurrence, including but not limited to, as to employees, suspension, demotion, forfeiture of pay or benefits, termination or reassignment.

10. During and after the investigation, confidentiality shall be maintained, as far as reasonably possible; provided however, nothing in this policy shall preclude public disclosure of any information of a personal or confidential nature during the course of any suspension, dismissal or non-renewal hearing or in any litigation.
11. It is the school district's position that any person filing or complaining of sexual harassment or participating in any way in any investigation of a sexual harassment claim under this policy shall not be subjected to any form of reprisal, retaliation, intimidation or harassment. The school district will discipline or take appropriate action against any student, employee, agent or representative of the school district who is determined to have engaged in such retaliatory behavior.

Revised: October 11, 1993

Revised: February 12, 2007

### **CERTIFICATION AND LICENSING**

It shall be unlawful for any person to serve or to contract to agree to serve as superintendent, principal, supervisor, librarian, school nurse, classroom teacher, or other instructional, supervisory, or administrative employee of the Poteau Public Schools unless such a person holds a valid certificate or license of qualification issued in accordance with the rules and regulations of the State Board of Education to perform the services he/she performs or contracts or agrees to perform.

**Reference: (School Laws of Oklahoma, Chapter 1, Article VI)**

Adopted: August 9, 1992

**RESIDENT TEACHERS AND RELATED COMMITTEES**

The ***Oklahoma Teacher Preparation Act*** provides for the certification of teachers by the State Board of Education. Pursuant to the ***Oklahoma Teacher Preparation Act***, the district shall appoint a Residency Committee for each resident teacher.

A resident teacher is a licensed teacher who is employed by the district to serve as a teacher under the guidance and assistance of a mentor teacher and Residency Committee. A resident teacher must have a degree in education from an accredited institution of higher education and must have successfully completed the competency examinations in the areas in which he or she seeks certification.

The Residency Committee shall consist of a mentor teacher, the principal or assistant principal or an administrator designated by the Board of Education, and a teacher educator from an institute of higher education. One or both of the mentor teacher and teacher educator must have expertise and experience in the teaching field of the resident teacher.

**Mentor Teacher Qualifications and Selection**

- A. A mentor teacher is a teacher holding a standard certificate who is employed by the district to serve as a teacher and who has been appointed to provide guidance and assistance to a resident teacher.
- B. A mentor teacher must have a minimum of two years classroom experience as a certified teacher.
- C. A mentor teacher is selected by the principal from a list of qualified teacher volunteers. The principal shall, after compiling the list, provide an opportunity for input from the bargaining unit (where one exists in accordance with the ***School Employees Negotiations Act***). Membership in a professional teacher organization shall not be considered as a factor in selecting a mentor teacher.
- D. No teacher shall serve as a mentor teacher for more than one resident teacher at a time.

- E. When possible, a mentor teacher shall have successfully completed a mentor teacher professional development institute and be assigned to the same school site and have similar certification as a resident teacher.

**Residency Committee Duties**

- A. The Residency Committee shall meet with the resident teacher, work with the resident teacher to assist in classroom management and professional development, provide for parental input as a criteria for evaluating the resident teacher, and make a recommendation to the State Board of Education. The recommendation, after one year, shall be that the resident teacher either be certified or complete another year as a resident teacher, and (after two years) that the resident teacher either be certified or not.
- B. If the Residency Committee recommends a second year in the residency program, the committee shall, at the resident teacher's request, provide the resident teacher with a list of reasons for the recommendation. The resident teacher is not required to be under the supervision of the same Residency Committee during the second year in the residency program.
- C. If the Residency Committee recommends certification the committee shall also recommend a professional development program for the resident teacher. The program shall be designed to strengthen the resident teacher's teaching skills in any area identified by the committee.

All resident years shall count toward salary, fringe benefit adjustments, career status, and retirement.

**Reference: 70 O.S. §§ 6-182, 6-195**

Revised: May, 14, 1987

Revised: September 12, 2005

**ASSIGNMENT AND TRANSFER**

Teachers are contracted to serve in capacities where their services will best contribute to the total school program. The assignment of staff members and their transfer to positions in the various schools and departments shall be made on the basis of the following criteria:

1. Contribution which the staff member can make to the total school program in the position.
2. Qualifications of the staff member for the assignment to be filled.
3. Desire of the staff member and opportunity for professional growth.

Transfers are not synonymous with demotion, nor do they imply disciplinary action. The welfare of the children and the morale of the teacher are primary factors. A teacher should be informed of his/her assignment for the ensuing year as soon as possible, preferably before the end of the prior school year.

Adopted: February 14, 1977

Revised: February 8, 2010

**PROCEDURE FOR SEEKING TRANSFER**

Any teacher seeking transfer should first discuss the transfer with his/her principal and then make an appointment with the superintendent.

Adopted: February 14, 1977

**RESPONSIBILITIES AND DUTIES**

The primary responsibility of all employees is to seek to maintain and improve the quality of the instruction program. Within this framework, each employee has responsibilities to pupils and parents, to his/her profession, and to the public.

The contractual obligations of an employee shall be considered sufficiently inclusive to cover a reasonable amount of extra duty necessary to supervise or conduct the supplementary activities that require the equal services of many and provide for the general welfare of the school.

When possible, assignment of extra duties will be compensated by reducing teacher load or by providing additional pay. Non-teaching duties, such as sponsorship of fund raising or selling activities, shall not be assigned to teachers when it is possible to avoid doing so. Sponsorship of activities for which additional pay is not given shall be rotated equitably among the staff members.

Revised: February 14, 1977

**GRIEVANCE PROCEDURE**

When problems arise, the first step if they cannot be resolved among the people involved is to discuss the problem with the principal. If such a conference fails to solve or reduce the problem to the teacher's satisfaction, the next step is to arrange for a conference with the superintendent. If an employee is still dissatisfied, he/she may request that the superintendent place the problem on the agenda of the next board meeting as a means for appealing the decision of the superintendent.

If the grievance is based on alleged discrimination because of race, color, national origin, religion, disability, veteran status, age, or sex, the first step is to consult with the Civil Rights Compliance Coordinator and follow the procedures identified in the **Grievance Procedures for Alleged Discrimination Policy**.

**Assignment and Transfer**

Teachers will be assigned to serve in capacities in which their services will best contribute to the total school program. The assignment of staff members and their transfer to positions in the various schools and departments shall be made on the basis of the following criteria:

1. Contribution the staff member can make to the total school program in the position.
2. Qualifications of the staff member for the assignment to be filled.
3. Desire of the staff member and opportunity for professional growth.

Transfers are not synonymous with demotion, nor do they imply disciplinary action. The welfare of the children and the morale of the teacher are primary factors. A teacher should be informed of his/her assignment for the ensuing year as soon as possible.

Revised: October 11, 1993

Revised: February 8, 2010

### **RELATIONSHIP OF FACULTY AND BOARD**

The board of education is a policy making body whose members have authority only when the board is convened in a legal session or when they have been given by the board a specific task to perform outside of the legal meetings.

If faculty members desire to present or have presented a particular concern to the board, they may do so by requesting such through the superintendent.

Faculty members, as well as all other community members, are always welcome at board meetings.

Revised: July 24, 1996

**TEACHER EVALUATION**

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

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

Probationary teachers shall be evaluated at least twice each year. At least one evaluation shall occur on or before November 14, and at least once subsequent to November 14 and on or before February 9, each school year. Career teachers shall be evaluated at least once each year. Evaluations of teachers shall be made by the appropriate certified principal, or other designated certified and qualified administrative staff member.

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

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

If the evaluation discloses any area(s) in which improvement can be reasonably expected and desired, the principal shall discuss such area(s) with the teacher and offer suggestions and recommendations as to how improvement may be achieved. Such recommendations shall be recorded on the evaluation instrument. Individualized programs of professional development will be available to assist staff members.

When the evaluating administrator identifies poor performance or conduct that the administrator believes may lead to a recommendation for the teacher's dismissal or non-reemployment, the administrator will admonish the teacher in writing and make reasonable effort to assist the teacher in correcting the poor performance or conduct; and establish a reasonable time for improvement, not to exceed two months. Beginning in 2017-2018, a career teacher receiving a rating of "ineffective" shall be dismissed. A career teacher receiving a "needs improvement" for 3 consecutive years may be dismissed.

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

***REFERENCE: 70 O.S. §6-101.10, et. Seq.***

Revised: July 14, 1986; July 27, 1998; October 6, 2005 Revised: March 20, 2012; Revised October 10, 2016



**STUDENT LEARNING OBJECTIVES AND STUDENT OUTCOME OBJECTIVES**

For use within the TLE Evaluation framework, Student Academic Growth will incorporate Student Learning Objectives or Student Outcome Objectives, with the following guidelines:

1. Each Teacher who does not have a Value Added Score will write at least one SLO/SOO.
2. Teachers may create one individual SLO/SOO or accept an SLO/SOO that has been developed by a team of teachers. Each teacher shall have individual accountability for his/her own students.
3. For 2014-2015, SLO's and SOO's will be developed and approved before December 19<sup>th</sup>; Midcourse check-in will take place by March 15<sup>th</sup>, 2015; Year-End Reflection will take place prior to June 1<sup>st</sup>, 2015.

For 2015-2016, SLO's and SOO's will be developed by September 30<sup>th</sup>, approved by November 15<sup>th</sup>; Midcourse check-in will be by January 30<sup>th</sup>, 2016; Year-End Reflection will take place prior to summer break.

4. SLO's and SOO's will use essential skills and content of the course and will be approved by the site principal after the principal consults with subject or course teachers.
5. A minimum of 10 students will be needed for assessment of growth.
6. Baseline data will be chosen from the following common assessments: state test, district assessment, vetted common assessment, vetted individual classroom assessment, individual classroom assessment.
7. Expected growth targets will be monitored by a district team that includes teachers and administrators.
8. Teachers will have three options for providing the SAG Score:
  - a. Teachers may score their own SLO's/SOO's and bring the results to the summative conference for review and signature by the evaluator.
  - b. Teachers may work in teams to score SLO's/SOO's and bring the results to the summative conference for review and signature by the evaluator.

**Adopted: November 10, 2014**

**“OTHER ACADEMIC MEASURES”**

For use with the district evaluation policy, each teacher and leader will choose one component of “Other Academic Measures” as listed. Such choice must be made by the end of the first nine weeks of school and agreed to by the evaluator.

SMART (Specific, Measurable, Attainable and Ambitious, Results-driven, Time-bound) goals will be selected and a five-point rating scale will be developed by the evaluator and teacher/leader prior to the end of the first nine weeks.

If extenuating circumstances exist that could interfere with the selection of OAM’s and /or the assessment process or otherwise impact achievement, appeals will be made to the Superintendent of Schools or his/her designee. The Superintendent or his/her designee will also serve as mediator if agreement cannot be reached between principal and teacher on any part of the OAM selection process.

The following “Other Academic Measures” list also includes examples of the five-point rating scale (5-Superior, 4-Highly Effective, 3-Effective, 2-Needs Improvement, 1-Ineffective) to be developed for each measure.

**Approved “Other Academic Measures” List**

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

Category of Measure	Approved Measure	5 - Point Rating Scales (Examples only)
State Assessments	<ul style="list-style-type: none"> <li>• End of Instruction(EOI)</li> <li>• Oklahoma Core Curriculum Tests(OCCT)</li> <li>• Oklahoma Alternate Assessment Program(OAAP)</li> <li>• PARCC Assessments(when available)</li> </ul>	<p>5 - 95% proficient or advanced                      4 - 85% proficient or advanced                      3 - 75% proficient or advanced                      2 - 65% proficient or advanced                      1 - less that 65% proficient or advanced</p> <p>5 - 20% increase in student proficiency</p>

		<p>4 - 15% increase in student proficiency</p> <p>3 - 10% increase in student proficiency</p> <p>2 - 5% increase in student proficiency</p> <p>1 - less than 5% increase in student proficiency</p>
<p>“Off the Shelf” Assessments- Assessments commonly used throughout the state and/or nationally.</p>	<ul style="list-style-type: none"> <li>• Advanced Placement (AP)/International Baccalaureate (IB) Exams</li> <li>• Assessments on the ACE Alternate Test List</li> <li>• BEAR/DIBELS/Literacy First</li> <li>• Computer Generated Assessments</li> <li>• EXPLORE/PLAN/ACT Work Keys</li> <li>• Industry Recognized Certification Exams</li> <li>• Star Reading/Star Math</li> <li>• Other state or nationally available assessments that generate student scores automatically. (In other words, the cut scores are consistent across all districts and states)</li> </ul>	<p>5 - 100% on grade level</p> <p>4 - 90% on grade level</p> <p>3 - 80% on grade level</p> <p>2 - 70% on grade level</p> <p>1 - less than 70% on grade level</p> <p>5 - 20% increase in passing rate</p> <p>4 - 15% increase in passing rate</p> <p>3 - 10% increase in passing rate</p> <p>2 - 5% increase in passing rate</p> <p>1 - less than 5% increase in passing rate</p>
<p>A-F Report Card Components</p>	<ul style="list-style-type: none"> <li>• Overall School Grades or GPA</li> <li>• Student Academic Performance Grade</li> <li>• Student Growth Grade</li> <li>• Whole School Performance Grade</li> <li>• Any A-F Report Card Component (e.g., Graduation Rate, Bottom 25% Growth)</li> </ul>	<p>5 - A on an individual component</p> <p>4 - B on an individual component</p> <p>3 - C on an individual component</p> <p>2 - D on an individual component</p> <p>1 - F on an individual component</p> <p>5 - Improvement of GPA by one point</p> <p>4 - Improvement of GPA by one-half point</p> <p>3 - Improvement of GPA by one-quarter point</p> <p>2 - Same GPA</p> <p>1 - Lowered GPA</p>
<p>Student Competition</p>	<ul style="list-style-type: none"> <li>• National, State, Area or Regional Competitions (Sponsored or OSSA or similar organization)</li> <li>• State Science Fair</li> </ul>	<p>5 - 1<sup>st</sup> or 2<sup>nd</sup> place in area competition</p> <p>4 - 3<sup>rd</sup> or 4<sup>th</sup> place in area competition</p> <p>3 - 1<sup>st</sup> or 2<sup>nd</sup> place in regional competition</p> <p>2 - Invitation to regional</p>

		<p>competition</p> <p>1 - No invitation to regional competition</p> <p>5 - 20% increase in students who qualify to compete</p> <p>4 - 15% increase in students who qualify to compete</p> <p>3 - 10% increase in students who qualify to compete</p> <p>2 - 5% increase in students who qualify to compete</p> <p>1 - less than 5% increase in students who qualify to compete</p>
Miscellaneous	<ul style="list-style-type: none"> <li>• IEP Goal Attainment</li> <li>• Service Learning Project Portfolios</li> <li>• Teacher/Leader Portfolios</li> <li>• Third Grade Promotion</li> <li>• State-, District- and/or Consortium Developed Benchmark Assessment</li> </ul>	<p>5 - 100% of students Meeting All IEP Goals</p> <p>4 - 90% of Students Meeting All IEP Goals</p> <p>3 - 80% of Students Meeting All IEP Goals</p> <p>2 - 70% of Students Meeting All IEP Goals</p> <p>1 - Less than 70% of Students Meeting All IEP Goals</p> <p>Each measure in the Miscellaneous Category is unique; therefore, it is not possible to give examples of 5-tier rating scales for each measure. Locally- or regionally-developed rubrics may be needed to establish 5-point rating scales for each of these measures. To the degree possible, the State Department of Education will work with district representatives to develop state models of rubrics and rating scales for these measures</p>

Adopted: September 9, 2013

Revised: October 14, 2013

**EVALUATION OF ADMINISTRATIVE PERSONNEL**

Except for the superintendent of schools, who shall be evaluated by the board of education, all certified and non-certified administrators shall be evaluated at least annually by the certified administrative personnel designated by the superintendent. All evaluations shall be made in writing using the McREL's Principal Evaluation System.

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

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

All certified and non-certified administrators shall be evaluated and the evaluation form completed annually.

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

Adopted: April 9, 2012

**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 re-employed, 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 re-employed, or the cause for which a probationary teacher should be dismissed or not re-employed, and shall include the underlying facts supporting the recommendation.

Whenever the board of education receives a recommendation for the dismissal or non-reemployment 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 (20) days nor later than sixty (60) 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.

<b>POTEAU PUBLIC SCHOOLS PROFESSIONAL PERSONNEL POLICY</b>	<b><i>Professional Personnel</i></b>
--	--------------------------------------

Hearing procedures for teachers shall be as follows:

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

<b>POTEAU PUBLIC SCHOOLS PROFESSIONAL PERSONNEL POLICY</b>	<b><i>Professional Personnel</i></b>
--	--------------------------------------

- H. Closing argument by the superintendent.
- I. Closing argument by the teacher.
- J. Deliberation by the board members.
- K. Vote by the board to accept or reject the superintendent's recommendation and recitation of findings of fact upon which the decision is based.

9. Presentation and consideration of evidence shall abide by the following:

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

The board of education may convene into Executive Session to deliberate findings of fact. After due consideration of the evidence and testimony presented at the hearing, the board of education shall vote in Open Meeting whether or not to dismiss or non-reemploy 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 non-appealable.

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.

**SUSPENSION, DISMISSAL AND NON-REEMPLOYMENT OF TEACHERS**

**Definitions and Scope:**

1. "**Teacher**" means a duly certified or licensed person who is employed to serve or as a counselor, librarian, school nurse, or any instructional capacity. An administrator shall be considered a "teacher" only with regard to service in an instructional, non-administrative capacity.
2. "**Dismissal**" means the discontinuance of the teaching service of a teacher during the term of a written contract.
3. "**Non-reemployment**" means the non-renewal of a teacher's contract upon expiration of the contract.
4. "**Suspension**" means the temporary discontinuance of a teacher's services during the term of a contract pending dismissal or non-reemployment.
5. "**Career teacher**" means a teacher who has completed three (3) or more consecutive complete school years in such capacity in the school district under a written teaching contract.
5. "**Probationary teacher**" means a teacher who has completed fewer than three (3) consecutive complete school years in such capacity in the school district under a written teaching contract.

This policy **does not** apply to:

- a. substitute teachers,
- b. adult education teachers or instructors,
- c. teachers employed on temporary contracts, and
- d. administrators, except with regard to service in an instructional, non-administrative position.



This policy does apply to teachers employed in positions fully funded by federal or private categorical grants in regard to dismissals or suspensions during the term of employment under the grant, but **not** in regard to "non-reemployment" at the expiration of the grant.

**Grounds For Dismissal Or Non-Reemployment**

**1. Cause**

- a. A career teacher **maybe** dismissed or not re-employed for:
  - i. willful neglect of duty,
  - ii. repeated negligence in performance of duty,
  - iii. incompetency,
  - iv. unsatisfactory teaching performance,
  - v. instructional ineffectiveness,
  - vi. mental or physical abuse to a child,
  - vii. any reason involving moral turpitude,
  - viii. criminal sexual activity or sexual misconduct (as those terms are defined by law) which has impeded the effectiveness of the teacher's performance of school duties,
  - ix. failure to meet local school board staff development requirements, and
  - x. any other grounds hereafter allowed by law.
- b. A career or probationary teacher **shall** be dismissed or not re-employed for conviction of a felony.
- c. A probationary teacher **maybe** dismissed or not re-employed for cause.
- d. A cause listed in a. (i) - (v) for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not re-employ a teacher unless corrective action procedures involving admonishment / plan for improvement have been followed. Dismissal or non-reemployment for any cause **not** listed in a. (i) - (v) for a career teacher, or **not** related to inadequate teaching performance for a probationary teacher, shall not require corrective action procedures (i.e. admonishment) to be followed.

**2. Corrective Action – Admonishment / Plan for Improvement**

- a. When the administrator who has evaluated a teacher pursuant to school district policy identifies poor performance or conduct that the administrator believes may lead to a recommendation for the teacher's dismissal or non-reemployment, the administrator shall:
  - i. admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
  - ii. establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the nature and gravity of the teacher's performance or conduct.
- b. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or non-reemployment of a teacher, the administrator who has responsibility for evaluation of the teacher shall be informed and shall admonish the teacher as described above. If the administrator fails or refuses to admonish the teacher within ten (10) days after being informed of the problem, the board, superintendent or other administrator who identified the problem shall admonish the teacher.
- c. If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator (or other admonishing official) shall make a recommendation to the superintendent for the dismissal or non-reemployment of the teacher. The superintendent shall furnish a copy of the recommendation to the board of education.

**Procedures For Dismissal Or Non-Reemployment**

**1. Commencement of Action**

- a. Whenever the superintendent determines that cause exists for the dismissal or non-reemployment of a teacher employed within the school district, the superintendent shall submit a recommendation in writing to the board of education. The recommendation shall state the one or more specific grounds (statutory grounds, in the case of a **career teacher**) and specify the underlying facts on which the recommended dismissal or non-reemployment is based.
- b. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation as to re-employment of a teacher, the board may initiate dismissal or non-reemployment action without a recommendation provided that it adheres to the other provisions of this policy and that the corrective action procedures, if applicable, have been followed.

**2. Suspension**

Whenever the superintendent 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 board of education on the recommendation of the superintendent, may suspend the teacher without notice or hearing. The suspension shall not deprive the teacher of any teaching compensation or other benefits to which he/she would otherwise be entitled under the teaching contract or pursuant to law. Within ten (10) days after the suspension becomes effective, the board of education shall, in a matter involving a probationary teacher, initiate a hearing for dismissal pursuant to this policy. When the employee is a career teacher, the board shall initiate the pre-termination hearing process as provided by this policy.

However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the teacher's case is finally adjudicated, except such extension shall not include any appeal process.

**3. Notice and Hearing**

- a. Prior to the time that the board of education takes any action to dismiss or non-reemploy a teacher, whether the board is acting on its own volition or on a recommendation of the superintendent, the clerk of the board shall mail to the teacher, by certified mail, restricted delivery with return receipt requested, a copy of the recommendation (or a comparable statement of grounds and underlying facts, if the board is acting on its own volition), and a notice that the teacher has a right to a hearing before the board and stating the date, time and place set by the board for the hearing. The hearing shall be held no fewer than 20 days and no more than 60 days after the teacher receives the notice. Notice of a recommendation of non-reemployment or possible non-reemployment action by the board acting on its own volition shall be given to the teacher prior to April 10.
  
- b. The probationary teacher hearing before the board of education shall be conducted pursuant to procedures established by the State Department of Education. In the absence of or to the extent not inconsistent with those procedures, the hearing shall be conducted as prescribed in Sections J-N below.

**Career Teacher Termination Hearing**

- c. The career teacher hearing shall be conducted by the board. The hearing shall begin with an oral or written statement or both by the superintendent, or the superintendent's designee, which specifies the statutory cause(s), the underlying facts and provides an explanation of the evidence supporting the recommendation for the dismissal or the non-reemployment of the careerteacher.
- d. The career teacher or teacher's designee shall, following the statement by the superintendent (or designee), have an opportunity, in person or in writing or both, to present reasons why the proposed action should not betaken.
- e. After the career teacher (or teacher's designee) has had, at the hearing, a meaningful opportunity to respond to the recommendation for dismissal or non-reemployment, the board shall decide whether to accept or reject the superintendent's recommendation. The board's vote, regarding the recommendation, shall be in an Open Meeting and shall, if the teacher is to be dismissed or non-renewed, state the statutory cause(s) and the underlying facts justifying theaction.
- f. The board clerk shall notify the career teacher of its decision and the basis for its decision by certified mail, restricted delivery, return receipt requested or by substituteprocess.

- g. At the hearing the burden of proof shall be upon the superintendent (or designee) and the standard of proof shall be by the pre-ponderance of the evidence.
  
- i. The probationary teacher hearing and the career teacher hearing shall be conducted in "Open" Session. If it is necessary to disclose information which is required by law to be kept confidential, the board shall receive such information in Executive Session prior to taking any action.

**Probationary Teacher Hearing:**

- j. The probationary teacher hearing shall commence with a statement to the teacher of the teacher's rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the teacher's dismissal or non-reemployment. The teacher shall then have the right to present the teacher's side of the matter. After both the school administration and the probationary teacher have fully presented their respective positions, the board of education shall deliberate on the evidence regarding the probationary teacher's dismissal or non-reemployment in Executive Session.
  
- k. At the hearing, the probationary teacher shall be entitled to be represented by counsel, to cross-examine witnesses presented by the school administration, to present witnesses on the teacher's behalf and to present any relevant evidence or statement which the probationary teacher desires to offer. The burden of proof for any dismissal or non-reemployment shall be on the superintendent (or designee), and the standard of proof shall be a pre-ponderance of the evidence.

- l. After due consideration of the evidence and testimony presented at the probationary teacher's hearing, the board shall vote, in Open Session, on the following: (1) findings of fact based on the evidence submitted and (2) whether to dismiss or non-reemploy the probationary teacher. The decision shall be made by a majority of the board of education members present at the meeting and shall be final and non-appealable.

The motion to dismiss or non-reemploy the probationary teacher should state the specific cause for dismissal or non-reemployment, although such cause need not be a statutory cause.

- m. The probationary teacher shall be sent notice of the board's decision by certified mail, restricted delivery, return receipt requested, or substitute process. The notice shall state the basis for the board's decision.
- n. The probationary teacher shall receive any compensation or benefits to which the teacher is entitled until such time as the board's decision is final. If the probationary teacher's hearing is for non-reemployment, and not for dismissal, the teacher's compensation and benefits may continue only until the end of the probationary teacher's current contract.

Revised: July 27, 1998; February 12, 2007

Revised: March 20, 2012

### **TERMINATION BASED ON REDUCTION IN FORCE**

Career teachers and probationary teachers non-reemployed due to a reduction in force shall not be entitled to a trial de novo or any other post-decision review or appeal. The decision of the board of education in terminations based on reduction in force is final and non-appealable. Terminations resulting from a reduction in force are not included within the procedures provided by this policy and are not within the ***Teacher Due Process Act of 1990***.

Revised: July 24, 1996;

Revised: February 8, 2010

**RESIGNATION**

Any professional staff member who intends to resign should submit a written statement of resignation to the superintendent of schools who shall present it to the board of education. If the resignation is requested later than 15 days after the first Monday in June the staff member should request release from his or her contract. The board may grant a release from contract when an adequate replacement can be employed.

A teacher who has not notified the board of education in writing by registered mail by the 15<sup>th</sup> day after the first Monday in June that he/she does not desire to be re-employed for the ensuing school year shall be considered employed on a continuing contract basis. This contract shall be binding on the teacher and the school district. **(Reference: 70 O.S., 6-101)**

Adopted: July 27, 1998

Revised: February 8, 2010

**RETIREMENT**

In accordance with law all professional staff shall join Oklahoma Teacher Retirement. In accordance with federal law, there is no mandatory retirement age. Performance is the basis for continuing employment past any customary retirement age.

Retirement should occur at the end of a school year, not during a school year.

Contracts are entered for a school year.

Revised: August 9, 1993



**REDUCTION IN FORCE- CERTIFIED PERSONNEL**

It is the policy of the Poteau 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:*** A teacher who has completed three (3) or more consecutive complete school years in such capacity in one school district under a written contract.

***Probationary Teacher:*** A teacher who has completed fewer than three (3) consecutive complete school years in such capacity in one school district under a written contract.

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

In the event any of the above conditions occur, every effort will be made to accomplish the necessary reduction by attrition, voluntary resignation, or voluntary retirement. **The primary basis used in determining the retention or reassignment of affected teachers and administrators when a school district implements a reduction-in-force plan shall be the ratings of the teachers and administrators as measured pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE).** Otherwise, reduction-in-force will be made according to the following procedures:

1. The position will be the determining factor in a reduction, not the teacher occupying the position.

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

3. If certification and seniority are the same according to the above criteria, the determining factors in order of importance are:
  - a. Years of teaching experience in the retained position in the local school district.
  - b. Academic degree status:  
A teacher with a doctor's degree will be retained over a teacher with a master's or a bachelor's degree; a teacher with a master's will be retained over a teacher with a bachelor's degree.
- F. If there is more than one probationary teacher or more than one licensed teacher in the position being reduced, the criteria listed in E, 1 through 3, will be used in determining which probationary teacher or licensed teacher will be retained.

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

Revised: 7/24/96, 2/8/10

Revised: September 9, 2013

**RE-EMPLOYMENT OR OTHER EMPLOYMENT AFTER REDUCTION IN FORCE**

**A. Recall.**

For one school year after the effective date of non-reemployment (or dismissal) due to a reduction in force, the board of education shall not fill the specific position previously held by a teacher who was non-reemployed (or dismissed) due to a reduction in force without first offering such position to the non-reemployed (or dismissed) teacher. If more than one non-reemployed (or dismissed) teacher is both certified and qualified for a position which the teachers previously held with the school district and which becomes available, the board, after receiving the superintendent's advice, shall select the teacher it believes will best fill the position. Nothing in this policy shall give to any non-reemployed (or dismissed) teacher priority rights to fill a vacancy which becomes available and for which they are certified and qualified unless such position is **identical** to the position which they previously held with the school district.

**B. Recall Procedures.**

The offer of re-employment shall be made personally or by certified mail, return receipt requested, and the teacher shall be notified that if he/she wishes to accept, he/she must do so in writing within five (5) calendar days of the receipt of notice. Failure to receive acceptance within five (5) calendar days or rejection of the offer of re-employment eliminates all re-employment rights of the teacher.

**C. Status After Recall.**

A career teacher who has been non-reemployed and who is then re-employed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed (or dismissed) but is then re-employed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

**Interpretation And Application**

The interpretation and application of any provision of this policy shall be the exclusive province of the Board of Education.

Revised: July 24, 1996

Revised: February 8, 2010

**CONTRACTS**

The number of days in each professional staff member's contract consists of totaling the teaching days, professional days, parent conference days and other work days included in the calendar. The number of days in a contract is normally 185 or more. At least three (3) days shall be pre-school work days and at least two (2) days shall be for work days after school is out. Counselors at each school level may be contracted for additional days to assist with enrollment and scheduling. At the elementary school level five (5) additional days are available. At the middle and high school level ten (10) additional days are available.

Principals, the Assistant Superintendent, Administrative Assistant, Executive Director of Finance, Director of Special Education, Director of Adult Education and the Director of Technology are contracted for 12 months of the year.

Assistant Principals shall be contracted for five (5) working days before teachers report and for five (5) working days beyond the last day of work for teachers.

Copies of the Superintendent's Contract and the schedule for administrators' salaries and benefits shall be submitted to the State Department of Education as required by law.

Revised: July 24, 1996

Revised: August 8, 2005

**TEMPORARY CONTRACTS**

At the discretion of the superintendent, temporary contracts (Duration of Need Contracts) may be entered with any teacher who substitutes for a teacher who is out or scheduled to be out more than 20 consecutive days.

Revised: May 14, 1987

**WITHHOLDING SERVICES**

The following statement has been formulated to prevent or reduce disruption of the educational process, a breakdown in communications between the board and teachers and ill feelings between the board and teachers that may occur if teachers withhold services.

The Board of Education cannot visualize an emergency in the district other than a natural disaster that requires the closing of school. Conditions that have their source outside the district should not be the basis for actions against this district, its students and the community.

In the event that the teachers of Poteau Schools, acting democratically as a body, elect to ignore their individual contracts and close school, the Board of Education requests that a notice be given in writing to the superintendent 48 hours excluding Sundays prior to any school closing by teachers.

Between the time of notice and the withholding of services, the board could in Emergency Session, authorize the action by adjusting the school calendar or disapprove it and make plans for having school or otherwise dealing with the situation.

Adopted October 4, 1990

**CAREER TEACHERS**

After completing three (3) consecutive, complete school years in the district as a professional staff member, faculty members shall become career teachers. Teachers who have taught less than three consecutive, complete school years are designated as probationary. Career teachers are afforded different due process protections than probationary teachers in regard to dismissal or non-renewal of their contracts.

Revised: July 20, 1998

**SUBSTITUTE TEACHERS**

The Board of Education realizes that teachers may occasionally be absent from the classroom and there is a need for substitute teachers. Substitute teachers who hold a valid certificate will be used when available. Non-certified substitute teachers or substitute teachers with a lapsed or expired teaching certificate will also be used. Pay will be determined by the approved salary schedule for substitute teachers.

Substitute teachers are to be approved by the superintendent. All substitutes will be employed by the school system and paid through the district's payroll process.

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

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

Substitute teachers who do not hold a valid certificate and who are employed to teach special education for physically handicapped students or 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 was 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 pursuant to a Temporary Employment Contract.

Revised: August 1, 1994; October 11, 2010

Revised: August 13, 2012

**RESIDENT TEACHERS AND RELATED COMMITTEES**

Student teachers (intern teachers) are accepted for observation and practice teaching experience at the request of the college in which they are receiving their training. Requests for placement of student teachers (intern teachers) will be made through the office of the superintendent. Principals shall have the opportunity to determine the number of student teachers (intern teachers) to be placed in their buildings and the number in each teaching field. Principals should place student teachers (intern teachers) in quality teaching situations that will provide the best possible experience for the student teachers (intern teachers). It is recommended that principals:

1. Place student teachers (intern teachers) with teachers who satisfy the experience requirements of the college placing student teachers (intern teachers).
2. Place student teachers (intern teachers) so that cooperating teachers have only one student teacher (intern teacher) at any one time during the school day.
3. Place student teachers (intern teachers) only with those teachers who desire to have one.
4. Require student teachers (intern teachers) to meet the same standards of appearance, attendance, and conduct as regular teachers.
5. Help the cooperating teachers to determine the wise use of the student teacher's (intern teacher's) abilities and talents, the appropriate proportion of time to be given to solo teaching, the extent to which the experienced teacher should be present in the classroom, and the teaching methods that would be of benefit to the teacher, student teacher (intern teacher), and pupils.
6. Provide an opportunity for the cooperating teacher to meet with the college representatives to receive directives and to assist the colleges in evaluating the student's (intern's) teaching experience.

Revised: May 14, 1987



**OTHER FIELD EXPERIENCE**

Teacher training institutions require teacher education majors to have a specified amount of experience in school observing and aiding teachers before they reach the student teacher (intern teacher) level. Generally, such “pre-interning” shall be subject to the same board policies and administrative regulations as student teachers (intern teachers), adjusted to fit the reduced time and training of the college student assigned.

Adopted: May 14, 1987

**PROFESSIONAL GROWTH**

Teachers are expected to grow professionally. They should keep abreast of the latest developments in education and participate in appropriate educational organizations. Active membership and participation in professional organizations are marks of professional alertness and are encouraged.

Professional staff members are required to participate in the professional development programs as set forth in the District Professional Development Plan. The board fully supports the intent of the law requiring professional development procedures, whereby all teachers continue their education beyond initial licensing and certification to ensure that the children are taught by professional educators, fully trained in their areas of expertise. The board encourages the faculty to take full advantage of the opportunities provided through the professional development programs.

Unless professional staff members have been excused from the requirement, those who have not earned a Masters Degree shall file a plan for securing the Masters degree with the superintendent. The plan will be reviewed and approved by the superintendent. If the plan is not approved, it is to be redone until approved. Approved plans shall be monitored by the superintendent. If the plan is not followed after normal supervisory reminders have occurred, the superintendent may recommend that the staff member's salary be frozen. It would be increased only when it was necessary to meet the State minimum salary. Once genuine progress toward the degree was evident, the staff member

**POTEAU PUBLIC SCHOOLS  
PROFESSIONAL PERSONNEL POLICY**

**Professional Personnel**

would be placed at his or her normal step in the salary schedule. The increase would be implemented at the start of the next salary year. If no progress occurs after the salary has been frozen, a recommendation for non-renewal or dismissal may be made based on willful neglect of duty.

Teachers, however, should insure that they limit their enrollment in graduate classes during the school year to the degree that their effectiveness in Poteau Public Schools is not impaired.

Activities of teachers such as travel, completion of workshops, and formal class work that result in professional growth should be recorded in the staff member's permanent file.

Revised: July 14, 1996

**EMPLOYMENT AND TETENTION OF HIGHLY QUALIFIED TEACHERS**

Poteau Public School district promotes the employment and retention of highly qualified teachers. The district promotes this through reimbursing current certified teachers taking certification tests in other high need areas or areas in which they need to be highly qualified. Listed below are the procedures followed to identify the subject areas that can the reimbursed and the process to be reimbursed:

Identification of subject areas to be reimbursed:

- a. Early Childhood Education(105)
- b. ElementaryEducationSubtest1:Reading/LanguageArts(050)andElementaryEducation
  - Subtest 2: Social Studies/Mathematics/Science/Health, Fitness, and the Arts(051)
- c. English (007) or English(107)
- d. Middle Level English(024)
- e. Advanced Mathematics (011) or Advanced Mathematics(111)
- f. Elementary Mathematics Specialist(082)
- g. Middle Level/Intermediate Mathematics (025) or Middle Level/Intermediate Mathematics (125)
- h. Chemistry(004)
- i. Earth Science(008)
- j. Middle Level Science(026)
- k. Physical Science(013)
- l. Physics(014)
- m. Middle Level Social Studies(027)
- n. Psychology/Sociology(032)

<b>POTEAU PUBLIC SCHOOLS PROFESSIONAL PERSONNEL POLICY</b>	<b><i>Professional Personnel</i></b>
--	--------------------------------------

o. U.S.History/OklahomaHistory/Government/Economics(017)

p. World History/Geography(018)

q. Mild-Moderate Disabilities (029) or Mild-Moderate Disabilities(129)

r. Severe-Profound/Multiple Disabilities (031) or Severe-Profound/Multiple Disabilities(131)

s. Blind/Visual Impairment(028)

t. Deaf/Hard of Hearing(030)

Current certified teachers can only be reimbursed once per certification area.

The teacher must submit a receipt in order to be reimbursed.

This policy does not discriminate on the basis of age, race or gender.

### **PROFESSIONAL MEETINGS**

Teachers who do not choose to attend the meetings of professional organizations that are held on school time or on professional days shall be on duty during the meetings within the time limits of a regular school day.

Attempts shall be made to provide teachers the opportunity to attend professional meetings held during school time without loss of pay. Holding office in the organization, participation on the program, or the relationship of the meeting to the teacher's assignment shall be considered when determining whether a teacher may attend a professional meeting during school hours. A Request for Professional Absence Form shall be completed and submitted through the principal to the superintendent when a faculty member desires to be absent for professional reasons.

Professional staff shall attend the professional development activities of the Professional Development Committee on a professional day. Their assigned place of duty on such a day is the professional development sessions unless assigned elsewhere by the superintendent or the staff member's principal.

Revised: July 24, 1996

**PROFESSIONAL VISITS**

Principals will make the arrangements necessary to permit each teacher who so requests to make one professional visit per school year.

Adopted: February 14, 1977

**NON-SCHOOL EMPLOYMENT**

The criteria for accepting non-school employment or for engaging in additional means to increase income are that the non-school employment does not impair the staff member's ability to make a maximum contribution to his/her duties nor does it damage the professional image of the school staff. The superintendent of schools, with the assistance of the principal, has the responsibility of determining if and when non-school employment is impairing a staff member's performance of duties or if the nature of the activity is damaging to the total school program.

Adopted: February 14, 1977

**SALARY GUIDE**

It shall be the responsibility of the superintendent to recommend a salary schedule to the board of education following the enactment of legislation that provides public school funds for the subsequent year. The schedule shall include base salaries, experience increments, fringe benefits, and increments for additional duties.

Revised: August 7, 1978

Revised: February 8, 2010

**SALARY INCREMENTS**

Increments above the schedule selected may be paid only for the following reasons:

1. **Responsibility** - A person who has responsibility and authority over an activity may be paid a differential while he/she carries that responsibility.
2. **Extra work** - A person who spends extra time doing work beyond a normal load may be paid a differential when he/she performs that work.

Salary steps are included for the Bachelor Degree plus 16 hours and for those who have earned 48 hours above a Bachelor Degree, including the completion of the Masters Degree. Normally all hours counted must be graduate hours, which include an advanced degree or certificate or graduate hours related to the person's assignment. Undergraduate courses may be counted toward the increments on the approval of the superintendent. Those hours approved shall be directly related to the staff member's assignment or to a position to which the superintendent may assign the person in the future.

No undergraduate courses shall be counted if earned prior to June 1, 1982. No undergraduate or graduate work completed prior to receiving a Bachelor Degree may be counted toward any pay step except the one established for the Bachelor Degree. To qualify for a salary increment based on additional course work, the date of course completion must precede the date for reporting for the school year.

Revised: August 10, 1992

**TRAVEL**

It is the policy of Poteau Board of Education that travel for employees will be approved in advance by the building administrator or the superintendent. Requests and arrangements for employee travel will originate from the appropriate building administrator's office.

Poteau Public Schools will reimburse reasonable costs, subject to the availability of funds, for approved and documented travel. Travel status for reimbursement shall be defined as absence from the official's or employee's home area and/or official station area while performing approved official duties related to Poteau Public Schools. Board of Education members and employees attending meetings, workshops, conferences, or other objectives of trips which are conducted at a designated hotel, motel, or other public lodging place or where lodging has been arranged for by the blocking of room or by rate reductions for participants by the sponsor as evidenced by the announcement or notice of the meeting workshop, conference or other objectives shall be reimbursed the actual lodging expense no to exceed the single occupancy room rate charged by the designated hotel, motel or other public lodging place, provided that the officials or employees are in official travel status approved by the supervisor or designee. Receipts issued by the hotel, motel, or other public lodging place shall accompany claims for reimbursement. All personal incidentals should be paid for by the individual when checking out since they are not authorized for reimbursement.

Reimbursement of meal expenses while in official travel status shall be made in an amount authorized by the provisions of the ***Internal Revenue Code of 1986***, as amended and as listed on the district reimbursement claim, for officials or employees and as approved by the immediate supervisor or designee. If meals and lodging at a meeting workshop, conference, or other object of travel are furnished as a "package plan" reimbursement may be made, based upon a receipt, but at a daily rate not to exceed the total daily rate provided by the Internal Revenue Code. Provided, however, that no reimbursement for meals shall be made for periods which do not include overnight status.

Reimbursement for expenses other than meals and lodging may also be made in accordance with the provisions of this policy. Expenses for registration, parking, toll charges, and similar expenses will be reimbursed when documented by receipt.

Expenses for students and Activity Fund sponsors involved in authorized school sponsored co-curricular activities may be made from the General Fund and Activity Fund. Co-curricular activities are school sponsored activities, under the guidance and supervision of the Local Education Agency (LEA) staff, designed to provide students with such experience as motivation, enjoyment, and improvement of skills. Co-curricular activities are offered as credit classes and supplement the regular instructional program.

School vehicles, when available may be used for official business only. Private vehicles may be used when school vehicles are not available. If a school gasoline credit card is used, mileage will not be reimbursed. Mileage expense will be reimbursed at **\$ .45 cents** using the most recent map available when a school gasoline card is not used. Travel logs for in-district travel will be accepted in lieu of map miles for reimbursement when properly submitted. Required information shall include, date of travel, beginning and ending odometer readings, length of travel, destination, purpose of trip, and total miles driven. If an employee is required to make multiple stops while traveling in-district they must complete a travel log for submission for payment. Signatures indicate that the document submitted is accurate and subject to audit.

Reimbursement for fares paid for airplane transportation shall not exceed coach class fare. A copy of the invoice or airline ticket is required. Receipt is required for reimbursement for transportation by railway or bus. Travel insurance is an allowable item.

Claim forms for travel are available in the administrator's office and the district administration office. Upon returning from travel, the claimant should complete the request for reimbursement form to be presented to his/her supervisor. The administration and / or supervisor shall certify the claims as to compliance and forward the documentation to the business office for payment. Board of Education members shall submit the completed request for reimbursement to the superintendent's office. All necessary receipts should be attached for full reimbursement of allowable expenses.

Documentary evidence to adequately support all expenditures claimed for reimbursement may include receipts, invoices, travel logs, expense statements, and any other similar records that together are sufficient to establish each element of every expenditure.

Documentary evidence is ordinarily considered adequate if it discloses the following:

**Meal Receipts** – Date, name, and location of the restaurant; amount of each individual expenditure including indication that a charge (if any) is made for an item other than meals and beverages; an indication of how many people where served and, if more than one, the receipt should indicate separately the charge for each meal served.

**Lodging Receipts** - The name and location of the hotel, the date or dates the individual stayed there; if more than one occupant, the receipt should indicate the number of people the charge is for. All personal incidentals should be paid by the individual upon checkout. Meals and other expected expenses shall not be reimbursed if listed only on the lodging receipts without supplemental documentation and without prior authorization.

**Transportation Costs** – the amount and date of each separate expenditure with respect to the transportation costs, the amount and date of each use of transportation (mileage for automobiles and similar modes of transportation, time for rentals, cabs, etc.) and the business purpose of each transaction expenditure.

Each receipt should be submitted for reimbursement shall have the signature of the claimant and purpose of an absence (event). Receipts submitted with hand written amounts must be supported with supplemental documentation. All receipts must be itemized describing each items and its cost.

**Reference: 70 O.S. §5-117 as amended by HB 2294 of the 2004 Legislative Session**

Revised: August 8, 2005

Revised: July 14, 2008



**INSURANCE FOR FORMER EMPLOYEES**

In compliance with the ***Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA)***, employees who quit or are discharged (other than by reason of gross misconduct) will have the option of continuing medical insurance in the District's Group Plan, at their own expense, for 18 months.

Dependents of an employee who dies, gets a divorce or legal separation, or becomes entitled to Medicare will have the option of continuing coverage at their own expense for 36 months. A dependent child who ceases to be a dependent under the terms of the District's Program will be offered continuation coverage at his/her own expense for 36 months. Exceptions allowed in the law may be exercised by the district.

Revised: July30,1990

Revised: August 1,2005

**SALARY CHECKS AND DEDUCTIONS**

Teachers may elect to be paid in either ten or twelve installments during the calendar year.

As part of the salary, not to exceed the exclusion allowance provided in **Section 403(b)(2) of the Internal Revenue Code**, payable to a teacher or any full-time employee by the Poteau Public Schools may, at the request of the teacher or full-time employee, be paid by the purchase of an annuity contract from any insurance company authorized to do business in Oklahoma or by the purchase of shares of regulated investment companies to be held in a custodial account as authorized by **Section 403(b)(7) of the Internal Revenue Code of 1954**, as amended, or by the purchase of a face amount investment annuity certificate issued by a company authorized to do business in Oklahoma by the district for the teacher or full-time employee, and the teacher or full-time employee shall be entitled to have the annuity contract, custodial account or face amount investment annuity certificate continued in force in succeeding years by the school district or any other school district subsequently employing the teacher.

Payroll deduction may be arranged for insurance plans for which a local group has been formed in the system, for approved tax sheltered annuities, for dues to educators' professional organizations, and for contributions to teacher political action committees.

All employees of the Poteau Public Schools, except those specifically excluded, are covered by the **Federal Insurance Contributions Act (Social Security)** and deductions shall be made in accordance with the Act. The school system shall make, as required by law, contributions equal to those of the employees to pay for Social Security benefits.

Should a staff member be absent for a reason for which pay is to be deducted, the daily rate of pay shall be calculated on the basis of the actual employment contract period.

Revised: May 14, 1987

**PROFESSIONAL ORGANIZATION PAYROLL DEDUCTIONS**

Any employee may request the District to make payroll deductions for either or both professional organization dues and political contributions. The District shall transmit deducted funds to the designated organization. Deductions shall be on a ten-month basis unless otherwise designated by the employee organization.

An employee may request in writing at any time for the District to immediately terminate or initiate payroll deductions to a professional organization. After such request, the District will initiate or terminate deductions within five (5) business days or by the next pay period, whichever is earlier, and will notify the professional organization of the initiation or termination within fifteen (15) business days. If the request is to terminate a deduction, the District shall not make any advance payments to any professional organization of any future dues on behalf of the school employee.

Adopted: September 12, 2005

Revised: February 11, 2008

**SICK LEAVE**

Teachers and other professional employees who work only during the school year shall receive ten (10) days' sick leave each year without loss of pay. This is equivalent to one day per month but is vested at the beginning of the school year, as specified by law. Twelve-month employees shall receive 12 days sick leave per year. Sick leave is cumulative to 90 days.

Revised: May 19, 1986

Revised: August 8, 2005

**Scope**

Certified personnel may utilize sick leave for personal accidental injury, illness, or pregnancy, or accidental injury or illness in the immediate family.

Certified personnel must present a doctor's statement to their immediate supervisor to support an illness that results in an absence of three or more consecutive work days.

The immediate family for the purposes of sick leave shall include spouse, children, the faculty member's or spouse's parents, grandparents, grandchildren, brother, sister, or other persons whose regular residence is in the home of the employee.

Revised: May 14, 1981

Revised: August 8, 2005

**Accrual**

Sick leave is earned at a rate of one day each month. For ten (10)-month employees, at the beginning of each school year ten (10) days sick leave shall be added to the days accumulated from previous years and eleven (11)-month employees shall be added (11) days. Twelve days shall be added to the cumulative days of 12-month employees. Should an employee terminate employment before completion of his/her contracted time and should more sick leave have been used than earned, pay for unearned but used vested days shall be deducted from his/her salary.

When computing days of sick leave for employees who begin or leave employment other than the beginning or ending of a contract year, an employee who works ten (10) or more days within a month shall have earned one-half (1/2) day of sick leave. Those who work 15 or more days within a month shall have accrued a full day of sickleave.

If a person has exhausted all sick leave including the 20 days with loss of substitute's pay and is on leave of absence without pay, the employee shall not earn sick leave.

If an employee's effective day of employment does not begin with the school year, he/she shall be eligible immediately for sick leave in an amount equal to one day for each month to be worked from the effective date of employment to the beginning of the next school year.

Revised: August 1, 1994

**Salary Payment After Leave Is Exhausted**

After exhausting all sick leave, a teacher absent from his/her duties due to personal accidental injury, illness, or pregnancy shall receive the full contract salary less the amount paid a certified substitute for an additional 20 days. Deduction of the amount normally paid a certified substitute shall also be made in cases where a substitute was not hired.

Revised: May 14, 1987

**SICK LEAVE BANK**

Employees may participate in the Sick Leave Bank on a voluntary basis. The Sick Leave Bank may be utilized by an employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition. An employee may utilize the Sick Leave Bank under the following conditions:

1. The employee has exhausted, or will exhaust, all available sick leave as a result of the condition,
2. The condition has caused, or is likely to cause, the employee to take leave without pay or to terminate employment, and
3. The condition is serious, extreme, or life-threatening.

**“Relative of the employee”** means a spouse, son, daughter, mother, or father of the employee. **“Household members”** are defined as those persons who reside in the same home, who have reciprocal duties and do provide financial support for one another. **“Severe”** or **“extraordinary”** means serious, extreme, or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom.

The Board of Education shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Provisions for participation include the following:

1. Each employee will be assessed one day of sick leave upon initial enrollment in the Sick Leave Bank. Assessment of one day per year on a member’s sick leave will be continued until the bank is built up to a minimum of six hundred days. No more days will be added except from enrollees until bank is depleted to below six hundred days. When the Sick Leave Bank total falls below a minimum of six hundred days, each active member will be assessed one day each. This assessment will be made at the time of enrollment as a Sick Leave Bank member, that being the first official school day.

2. Additions will be made to the bank at the beginning of each school year according to the limitations stated in Item 1.
3. A person withdrawing from membership in the Sick Leave Bank will not be able to withdraw the contributed days.
4. Only those employees participating in the Sick Leave Bank will be eligible to withdraw days, and then only after their accumulated sick leave and excess sick leave are used.
5. A maximum of sixty days each contract year can be drawn from the Sick Leave Bank by an employee who is ill or injured. For a "relative of the employee" the employee may utilize no more than ten days each contract year for the Sick Leave Bank.
6. The days available in the Sick Leave Bank to any individual employee will be ten days on the first day of the contract year he/she elects to participate and will increase ten days each year reaching a maximum of sixty days the sixth year of participation.
7. Persons withdrawing sick leave days from the Sick Leave Bank will not have to replace these days except as a regular contributing member to the bank.
8. Utilization of accumulated sick leave, excess sick leave, and Sick Leave Bank shall not exceed a combined total of 185 days.

Adopted: October 13, 2014

**TRANSFER OF SICK LEAVE**

Newly employed professional personnel who have taught in the same or preceding school year may transfer up to 60 days' sick leave from other Oklahoma public school districts. On request the Poteau School District shall certify the days of sick leave earned by former employees who have taken positions in other schooldistricts.

Revised: June 11, 1984

**ATTENDANCE BONUS TIED TO SICK LEAVE**

If at the time of vesting sick leave before the start of each school year, the addition of ten (10) days totals the maximum of 90 days or more, the staff member may be eligible for a bonus at the end of the year, based on his/her attendance during the year. After the end of the school year, sick leave will be computed as though 100 days could be earned. If the number of days worked is enough that the sick leave totals exceed ninety, **\$30.00** shall be paid for each day and **\$15.00** for each one-half day **over 90**.

Bonus computations for all professional staff shall occur at the end of the school year and involve only the school year work days of the year for which a bonus may be paid.

Revised: July 31, 1997

Revised: August 8, 2005

**UNUSED SICK LEAVE BANK FOR RETIREMENT CREDIT**

It is the policy of the 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 60 days. As prescribed by local school board policy, Poteau teachers are allowed to accumulate sick leave days to a maximum of 90 days.

In accordance with ***Section 17-116-2***, the total creditable service of a member who retires or terminates employment and elects a vested benefit shall include not to exceed 120 days of unused sick leave accumulated subsequent to August 1, 1959, during the member's membership with the Teacher's Retirement System.

**POTEAU PUBLIC SCHOOLS  
PROFESSIONAL PERSONNEL POLICY**

**Professional Personnel**

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 Teacher's 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 number of days of sick leave has been accumulated. Unused sick leave days shall be deposited in the Sick Leave Bank. Unused sick leave days shall be deposited even if the teacher has received bonuses for those days "accrued" over the maximum number of days.

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 the maximum number of days of accumulated sick leave. This provision will apply to employees who have participated in the Teacher's Retirement System between August 1, 1959 and July 1, 1992, and who have accumulated the maximum number of days of sickleave.

Upon retirement, accumulated sick leave days and the unused sick leave days in the sick leave bank may be certified to the Teacher's 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. This does not apply to people who joined the Teacher Retirement System after June 30, 1992.

The days of unused sick leave in the sick leave bank combined with regular accumulated sick leave may be counted as an additional year of creditable service toward retirement by the Teacher's Retirement System of Oklahoma provided that the total number of sick leave days equals 120 and the days are acceptable to the Teacher's Retirement System.

Revised: August 10, 1992

Revised: February 12, 2007



**FAMILY AND MEDICAL LEAVE**

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

**Reasons For Leave**

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

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

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

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

**Availability Of Leave**

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

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

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

**Application For Leave**

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

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

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

**Leave Based On A Serious Health Condition**

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

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

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

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

**Military Active Duty Or Caregiver Leave**

A “**Military Active Duty Statement**” must accompany an application for leave based on active military duty or qualifying exigency arising from the spouse, child, or parent of the employee is a service member. Eligible employees may take military caregiver leave for up to a total of 26 work weeks during a single 12-month period. The Act permits a spouse, son, daughter, or parent, or “next of kin” of a service member with a serious injury, or illness to take leave. “Next of kin” is defined to mean the nearest blood relative of the servicemember.

**Intermittent Leave Or Leave On A Reduced Leave Schedule**

An employee may request to use available leave intermittently or on a reduced leave schedule. Where leave is requested in connection with a serious health condition of the employee or his or her immediate family member, the request for leave must be supported with a certification from the health care provider that such leave is medically necessary and stating the expected duration and schedule of such leave. There must be a medical need for the leave and evidence that the medical need can best be accommodated through an intermittent or reduced leave schedule. Any eligible employee seeking leave on an intermittent or reduced leave basis must obtain and complete a request for leave and must submit the medical certification required.

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

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

When an instructional employee requests intermittent or reduced leave for planned medical treatment for more than twenty percent (20%) of the total number of working days in the period during which the leave would be used, the

district may require the employee to elect either to (1) take leave for a "particular duration" or time which is not greater than the duration of the planned treatment, or (2) be transferred to an alternative position. If the instructional employee requesting intermittent leave or leave on a reduced leave schedule does not give proper notice as required the district may deny the taking of leave until thirty (30) days after notice was provided, or may require the employee to take leave for either a "particular duration" or accept an alternative position.

**Leave Taken Near The End Of An Academic Term**

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

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

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

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

**The Effect Of Leave On Benefits**

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

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

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

**Reinstatement To Former Position**

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

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

**Failure To Return From Leave**

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

**Interpretation Of The Act**

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

Adopted: August9, 1993

Revised: February 8,2010

**EMERGENCY AND BEREAVEMENT LEAVE**

Professional staff members have up to five (5) days emergency leave each year for bereavement and other emergencies. Emergency leave days are non-cumulative and are not chargeable to sick leave.

Revised: July30,1990

Revised: February 8,2010

**BEREAVEMENT LEAVE**

Each faculty member may be allowed a maximum of three (3) days bereavement leave per year without loss of pay. This leave is not chargeable against sick leave, and it is non-cumulative. Approval for leave for purposes of bereavement shall be secured prior to the absence.

Bereavement leave may be used in the case of death of a spouse, the staff member's or spouse's children, parents, grandparents, grandchildren, brother or sister.

It may also be used for an employee's or employee's spouse's aunt, uncle, niece, nephew, or first cousin but is limited to one day for the death of one of these relatives. Employees are encouraged to use bereavement leave for their relatives only for that time required to travel to and from and to attend funeral services.

Revised: August1,1994

Revised: February 8,2010

**OTHER EMERGENCIES**

Each faculty member shall be allowed two (2) days emergency leave each year without loss of pay. An emergency is defined as unforeseen circumstances that call for immediate action or some urgent problem that cannot be handled during non-school time. The leave is not chargeable to sick leave, and is non-cumulative. Emergency leave shall not be used when sick leave can be applied.

Emergency leave may be used as an extension of bereavement leave at the discretion of the superintendent. Approval of emergency leave shall be secured prior to the absences unless circumstances make it impossible.

Revised: December14,1992

Revised: February 8,2010



**ABSENCE FOR JURY DUTY**

A faculty member selected for jury service shall not be penalized by receiving less than the normal compensation, nor shall he/she be permitted to profit at the expense of the school system. The employee, however, shall at the time of being paid, pay to the school an amount equal to that received for jury service less any legitimate expense that came about because of jury duty.

**PERSONAL BUSINESS**

Teachers may use three (3) days annually at the regular substitute rate for personal business. The days are not cumulative.

The deduction of the amount equivalent to substitute's pay will occur when a substitute is not used as well as when one is employed.

Arrangements for personal business leave must be made in advance with the principal or immediate supervisor, allowing them sufficient time to plan properly for the absence. Only in highly unusual circumstances will personal business leave be granted in the closing days of a grading period or on days before holidays.

Revised: August 1, 1994

**MILITARY**

Military leave of absence and return to employment shall be granted in compliance with federal law.

Adopted: June 8, 1981

**MATERNITY**

A pregnant employee may continue in her position as long as she chooses and is able to perform her duties effectively, as is true of any employee. Sick leave may be used for illness resulting from pregnancy. If a teacher chooses to be absent additional days, she may request leave under the ***Family and Medical Leave Act***.

Professional staff members who want to be home with their new baby(s) beyond the provisions of the ***Family and Medical Leave Act*** may so request through the superintendent. No such maternity leave may be granted beyond the end of the current school year. Board approval is required for maternity leave of a length that results in the employment of a replacement on a temporary contract instead of using a substitute. Times of return during the school year must be scheduled to serve the best interest of the students and may be set by the superintendent, in conjunction with the principal. The return date will be based on the teacher's request, the end of grading periods, and other factors that could affect a smooth change from the substitute to the returning teacher.

Revised: August 1, 1994

**MATERNITY LEAVE RELATED TO ADOPTION**

The board recognizes the parents of newly adopted children and the children themselves undergo a critical time of adjustment and bonding in the initial days of the child's entry into the home. Employees who give birth to children are usually able to be with their babies in the critical days following birth since physicians routinely endorse the mother's absences from their jobs because of the health condition or disability of the mother as a consequence of childbirth. A by-product of their health condition is time to spend with the baby.

To give the parents of an adopted child the same opportunity for time with their new child as the birth mother has the five (5) days of emergency leave otherwise available for bereavement (3 days) or other emergency (2 days) may be approved for use by parents of newly adopted children. The leave days are to be used during the child's initial time in the home and no loss of pay is incurred for

**POTEAU PUBLIC SCHOOLS  
PROFESSIONAL PERSONNEL POLICY**

**Professional Personnel**

sick days. Another five (5) days may be given with loss of substitute pay giving a total of ten (10) work days in which the parent may be with the child. If emergency days have been used for other purposes, up to ten days may be given with loss of substitute's pay so that the parent can be with the newly adopted child on his/her initial days in the home. After use of the leave absences under the Policy, Family and Medical Leave may be used.

Adopted: July 31, 1997

**VACATIONS**

Twelve month employees shall earn time for vacation at a rate of one (1) working day a month. If part of a month is involved, ten (10) working days will earn one-half day of vacation. If 15 or more days are worked in a month a full day may be counted. A maximum of 12 days' vacation may be accumulated.

The scheduling of vacations shall be approved by the superintendent.

Adopted: February 11, 1985

**WORKER'S COMPENSATION POLICY**

The school district provides benefits established under the *Oklahoma Workers' Compensation Act ("Act")* to all school district employees who are injured in on-the-job accidents.

All regular employees who are injured in on-the-job accidents shall receive statutory benefits including medical expenses, temporary compensation, and benefits for permanent disability or death as required by the Act.

Accrued and unused personal leave and sick leave benefits shall be paid as allowed by law to the injured employee in addition to workers' compensation benefits for temporary disability if the injured employee should so elect.

Attached to this procedure is an appropriate Election Form which every injured employee will be given as soon as possible after an on-the-job injury. No supplemental payment shall be made until such time as the employee returns the Election Form to the school district. If the election for supplemental pay is made sick leave shall be used and exhausted before personal leave unless different instructions are directed by the employee, in writing, to the district.

Revised: September 13, 1999

Revised: February 8, 2010

**PART-TIME PERSONNEL**

Certified personnel employed on a part-time basis and who are under contract shall earn benefits proportional to the amount of time they are employed. Substitute Teachers are not included in this policy.

Revised: July 30, 1990

Revised: September 10, 2012

**COMMUNICABLE DISEASES**

The Board of Education has a concern for the health of students and staff in the district. The exclusion of an employee from school (work) may be required when it is deemed necessary to promote the safety and well being of all students and staff. The Board of Education recognizes the possibility of students and staff acquiring and/or transmitting a communicable disease, which may or may not be life threatening. Communicable disease conditions shall be evaluated on an individual basis considering three prime factors:

1. Degree of life threatening condition;
2. Degree of communicability; and
3. Whether or not the communicable disease has been or should be confirmed by medical practitioners.

Responsibility for evaluating the conditions of life threatening communicable diseases shall rest with the school administration after consultation with the County Health Department and/or other qualified medical personnel or agencies.

Revised: July 27, 1998

Revised: February 12, 2007

**EMPLOYEES INFECTED WITH ACQUIRED  
IMMUNEDEFICIENCY SYNDROME (AIDS)**

The Board of Education is strongly committed to providing a safe environment for staff and students in relation to communicable diseases. Medical evidence indicates that Acquired Immune Deficiency Syndrome ("AIDS") is a communicable disease. This policy governs the procedures and regulations of this school district when dealing with an employee who has been identified by a competent medical authority to have AIDS, AIDS Related Complex ("ARC"), tests positive for AIDS antibodies or has any other life threatening communicable disease capable of being transmitted in the school environment (referred to herein as "Other Life Threatening Communicable Diseases"). This policy will insure confidentiality and non-discrimination.

No employee will be dismissed or have his or her contract not renewed merely because he or she has AIDS, ARC, antibodies for the AIDS virus or Other Life Threatening Communicable Diseases.

Upon identification of the employee by a competent medical authority as having AIDS, ARC, antibodies for the AIDS virus or Other Life Threatening Communicable Diseases, the following procedures will be observed:

- A. The superintendent shall immediately request the employee to provide a comprehensive written statement from the employee's personal physician regarding the employee's current health condition. It shall be the duty of each employee to provide such information to the superintendent. Willful failure to do so may lead to dismissal or nonrenewal of an employee's contract.
- B. Any decision regarding the employee's status shall be based upon the best medical evidence available. The Superintendent of Schools or designee, the employee and the employee's personal physician, and a district appointed medical officer (a medical doctor or doctor of osteopathy) shall meet and confer to determine the extent to which reasonable accommodation of the employee may be necessary due to the employee's condition. Unless the medical experts are of the opinion that the employee's condition could reasonably present a hazard of infection to students or other employees, the employee will be permitted to continue the employee's usual duties. If the

employee's condition could reasonably present a hazard of infection to students or other employees, the school district will consider assigning the employee to other available duties for which the employee is qualified at no reduction in pay.

- C. The employee is required to provide the Superintendent of Schools with periodic written comprehensive reports from the employee's personal physician as to the employee's current health condition. The frequency of such reports will be determined in each case by the medical representatives of the employee and the school district.
- D. Any employee may apply for and be granted a leave of absence without pay when approved by the Superintendent of Schools, upon the advice of the employee's personal physician and, when deemed appropriate, a district medical officer.
- E. An employee may request and be granted return from a leave of absence without pay when approved by the Superintendent of Schools upon the advice of the employee's personal physician, and, when deemed appropriate, a district medical officer.

Confidentiality requirements in regard to information about any employee infected with AIDS, ARC, antibodies for the AIDS virus or Other Life Threatening Communicable Diseases shall be respected.

The employee will be requested to consent in writing to the notification of only those persons who, under the circumstances of the employee's particular job duties and health condition, have a "need to know". Normally, this will mean the employee's immediate supervisor, the Board of Education and its attorney, the Superintendent of Schools and any health care professionals. Those persons will be instructed regarding their legal obligation to maintain the confidentiality of the information and the legal consequences of failing to do so. No entry regarding an AIDS condition or Other Life Threatening Communicable Disease is to be made in the employee's personnel file. Under no circumstances will students or the parents of students be notified that any person afflicted with AIDS or an AIDS condition or Other Life Threatening Communicable Disease is employed by the school district.

Revised: July 27, 1998

Revised: February 12, 2007

**DRUG- AND ALCOHOL-FREE WORKPLACE**

In order to maintain a healthy educational and working environment in the school district's schools, and to comply with the requirements of the ***Drug-Free Workplace Act of 1988*** and the ***Drug-Free Schools and Communities Act Amendments of 1989*** for purposes of receiving federal assistance, the Board of Education adopts the following policies and regulations:

1. Use, possession, dispensing, manufacture, sale or distribution or conspiring to sell, distribute or possess or being in the chain of sale or distribution, or being under the influence of a controlled substance, alcoholic beverage, or low-point beer (as defined by Oklahoma law, i.e., 3.2 beer) in any of the school district's facilities, on school district property (including vehicles) or at a school district sponsored function or event by a school district employee is prohibited. Violation of this prohibition shall result in disciplinary action, which may include dismissal or nonrenewal of employment. Violations which constitute criminal acts will be referred for prosecution.
2. Employees who are engaged in the performance of work under the terms of a federal grant must, as a condition of their employment, notify a school district administrator in writing of any drug conviction (including a plea of nolo contendere) for a violation of a criminal drug statute which occurred at a school district workplace within five calendar days after the conviction. The conviction shall result in dismissal or nonrenewal.
3. The conviction shall be reported in writing by the school district's grant administrator to the relevant federal granting agency within ten (10) calendar days of the notification by the employee or other actual notice of the conviction.
4. This policy statement shall be included in the school district's employee manual, and shall be distributed to all employees at the commencement of each school year.

5. The employee in-service training period prior to the commencement of each school year shall include a review and discussion of the dangers of drug and alcohol abuse in the workplace, the school district's policy for a drug- and alcohol-free workplace, the penalties for violating the policy, and available sources of information, counseling, rehabilitation, and re-entry programs regarding drug and alcohol use.

Revised: March 9, 1992

### **CPR AND HEIMLICH MANEUVER TRAINING FOR SCHOOL EMPLOYEES**

#### **Training**

In accordance with *70 O.S. §1210.199* the district shall ensure that a minimum of one certified teacher and one non-certified staff member, at each school site, receives training in cardiopulmonary resuscitation (CPR) and the Heimlich maneuver each school fiscal year.

The training may be obtained through any reputable entity such as the American Red Cross, American Heart Association or others, including training provided by a school employee qualified to train others in basic life support including CPR and the Heimlich.

#### **Documentation of Training**

Each employee satisfactorily completing training mandated by this policy shall receive a card or other documentation of successful completion of a course in CPR and including the Heimlich maneuver. The district shall also maintain a list of all employees trained pursuant to this policy and the applicable law, including the date of training, the entity or qualified individuals providing training, and the date by which retraining should occur for a trained individual to adequately retain skills acquired through training.



**Periodic Renewal of Training**

Renewal courses shall be offered at least every two years to employees who have received training through the school district or through alternate sources.

**Liability**

There is no liability to the district or to individual employees for injury or death of a student, teacher, or other person resulting from CPR or choking incidents; however, neither this policy nor the applicable Oklahoma law regarding training of school employees eliminates liability, if any, under the ***Oklahoma Governmental Tort Claims Act***.

Adopted: September 12, 2005

Revised: February 11, 2008

Poteau Public Schools district promotes the employment and retention of highly qualified teachers. The district promotes this through reimbursing current certified teachers taking certification tests in other high need areas or areas in which they need to be highly qualified. Listed below are the procedures followed to identify the subject areas that can be reimbursed and the process to be reimbursed.

Identification of subject areas to be reimbursed:

- a. Early Childhood Education (105)
- b. Elementary Education
  - Subtest 1: Reading/Language Arts (050) and Elementary Education
  - Subtest 2: Social Studies/Mathematics/Science/Health, Fitness and the Arts (051)
- c. English (007) or English (107)
- d. Middle Level English (024)
- e. Advanced Mathematics (011) or Advanced Mathematics (111)
- f. Elementary Mathematics Specialist (082)
- g. Middle Level/Intermediate Mathematics (025) or Middle Level/Intermediate Mathematics (125)
- h. Chemistry (004)
- i. Earth Science (008)
- j. Middle Level Science (026)
- k. Physical Science (013)
- l. Physics (014)

<b>POTEAU PUBLIC SCHOOLS PROFESSIONAL PERSONNEL POLICY</b>	<b><i>Professional Personnel</i></b>
--	--------------------------------------

- m. Middle Level Social Studies (027)
- n. Psychology/Sociology (032)
- o. U.S. History/Oklahoma History/Government/Economics (017)
- p. World History/Geography (018)
- q. Mild-Moderate Disabilities (029) or Mild-Moderate Disabilities (129)
- r. Severe-Profound/Multiple Disabilities (031) or Severe-Profound/Multiple Disabilities (131)
- s. Blind/Visual Impairment (028)
- t. Deaf/Hard of Hearing (030)

Current certified teachers can only be reimbursed once per certification area. The teacher must submit a receipt in order to be reimbursed. This policy does not discriminate on the basis of age, race or gender.

Adopted: November 12, 2019

### **ADJUNCT TEACHER POLICY**

The Poteau School Board of Education recognizes the occasional need for adjunct teachers who are authorized by state law to teach. 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. References regarding the individual's ability to relate to students must be satisfactory.

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."). Adjunct teacher would hold a Bachelor Degree.

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.

Adopted: August 8, 2022