SEXUAL HARASSMENT

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

General Prohibitions

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

2. Sexual Harassment

For the purpose of this policy, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment if:
   A. Submission to the conduct is made either an explicit or implicit condition of employment;
   B. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
   C. The conduct substantially interferes with an employee's work performance, or creates an intimidating, hostile, or offensive work environment.

Specific Prohibitions

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

2. Non-administrative and Non-supervisory Employees

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

Report, Investigation, and Sanctions

1. It is the express policy of the board of education to encourage victims of sexual harassment to come forward with such claims. This may be done through the Employee Grievance policy.

   A. Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon sexual favors, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the alleged offending person, the report will be made to the next higher level of administration or supervision, unless it is the superintendent who is the alleged offender. In which case, the complaint shall be referred to the board president.

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

   C. Confidentiality will be maintained; however, absolute confidentiality cannot be guaranteed because of due process concerns that arise in sexual harassment investigations. No reprisals or retaliation will be allowed to occur as a result of the good faith reporting of charges of sexual harassment.

2. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. The superintendent has the responsibility of investigating and resolving complaints of sexual harassment.

3. Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to warning, suspension, or termination subject to applicable procedural and due process requirements.

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

The Nowata Board of Education is committed to a policy of nondiscrimination in relation to race, color, religion, sex, age, national origin, alienage, handicap, or veteran status. This policy will prevail in all matters concerning staff, events, students, the public, employment, admissions, financial aid, educational programs and services, facilities access, and individuals, companies, and firms with whom the board does business. Racial discrimination shall include racial slurs or other demeaning remarks concerning another person's race, ancestry, or country of origin and directed toward an employee, a student or a visitor.

The board directs the superintendent of schools to prepare necessary rules, regulations, and procedures to insure that all local, state, and federal laws, regulations, and guidelines are followed.

The following statement will be included in all course announcements, bulletins disseminated to all students, materials used for recruiting or describing programs and training, application or enrollment forms, brochures, and catalogs:

"The Nowata Board of Education does not discriminate on the basis of race, color, religion, national origin, sex, age, qualified handicap, or veteran status."

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

_________________________________________  ________________________________________
District                                          Street Address

_________________________________________  ________________________________________
Telephone                                          City, State, Zip

REFERENCE:  Oklahoma Constitution, Article 1, Section 6
Title 6, Title 7, Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972
Executive Order 11246, as amended by Executive Order 11375
Equal Pay Act, as amended by the Education Amendments of 1972
Rehabilitation Act of 1973, §504
Education for All Handicapped Children Act of 1975
Immigration Reform and Control Act of 1986
Individuals With Disabilities Education Act, 20 USC §1400, et seq.
RECORDS INVESTIGATION

The Nowata Board of Education believes that it has a responsibility to employ only those persons who are qualified in every respect. The board further believes that it should avail itself of means and methods provided by the legislature to assist in the selection of employees. Therefore, it is the policy of this board of education that a felony records check shall be conducted of all prospective employees. A written consent will be required from the prospective employee consenting to a felony records check to be conducted as authorized by Oklahoma law. The records check shall be initiated by the school district's written request, through the superintendent, to the State Department of Education.

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

If the applicant for employment meets all other criteria for employment in this school district, the applicant may be employed on a temporary basis for up to sixty (60) days pending receipt of the felony records search results. If the applicant is offered permanent employment following the review of the records search, the search fee will/will not be reimbursed in full.

REFERENCE: 70 O.S. §5-142
FEYLON RECORDS SEARCH PROCEDURES

Pursuant to 70 O.S. §5-142, the Nowata School District will obtain the results of a national felony record search of the name 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 school district;

3. The school district will request a felony record search only if the superintendent of schools recommends employment of the applicant;

4. If the superintendent of schools recommends employment of the applicant, the applicant must pay the search fee, which will not exceed $50;

5. The school district will reimburse the applicant for the search fee unless the search discloses a prior felony offense conviction;

6. If the superintendent of schools recommends employment of the applicant, the applicant must permit the Oklahoma State Bureau of Investigation 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 until the school 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, 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 school 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 school district is notified of either the unsatisfactory search results or learns of the 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.

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

CONSENT

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

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

Signed this ___ day of __________________, ______.

______________________________________
Applicant
TEMPORARY CONTRACT
NOTICE OF LIMITED EMPLOYMENT

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

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

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

Signed this __________ day of ____________________, ______.

________________________
Temporary Employee

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

This authorization and release is executed under penalty of perjury on the __________ day of __________, ___ by ____________________________, applicant for employment ("Applicant") with the Nowata School District No. 40, Nowata County, Oklahoma (School District).

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

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

Applicant also agrees to truthfully answer the following questions:

Have you ever:

1. Entered a plea of guilty or nolo contendere to a state or federal felony charge?

   Yes    No

2. Been convicted of a state or federal felony offense?

   __    __

3. Been charged with a state or federal felony offense which was reduced to a misdemeanor offense to which you entered a plea of guilty or nolo contendere?

   __    __

4. Entered a plea of guilty or nolo contendere to, or been convicted of, a state or federal misdemeanor charge involving illegal chemical substances or illegal sexual activity?

   __    __

Applicant understands that if Applicant is hired by the School District prior to receipt of the results of the felony record search, Applicant will be classified as a temporary employee until notified otherwise by the superintendent of schools. Furthermore, Applicant understands that if the felony record search reveals a prior felony offense conviction or if Applicant provides a false response to one or more of the above questions, then Applicant will be denied employment.

If Applicant is employed prior to receipt of the search results that reveal a prior felony, then Applicant is deemed to have resigned Applicant's temporary employment with the School District, effective upon acceptance by the board of education. The board of education may accept Applicant's resignation at any time within 30 days after the date the School District was notified of either the unsatisfactory search results or the false response, whichever is later. Applicant waives Applicant's right to any and all due process procedures to which Applicant might otherwise be entitled under federal and state law and the School Districts' policies and procedures.

Applicant's Signature

Adoption Date: October 10, 2011
AUTHORIZATION AND RELEASE (Cont.)

VERIFICATION

STATE OF OKLAHOMA )
 )§
COUNTY OF NOWATA )

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

__________________________________________
Applicant

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

__________________________________________
Notary Public

My Commission Expires:

__________________________________________
(Seal)
TEACHER ASSISTANTS

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

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

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

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

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

1. To make it possible for teachers to use more variety in structuring classroom activities which will result in more meaningful education for children and youth.

2. To enable the teacher to do more creative teaching, and to use a greater variety of instructional media.

3. To enable the teacher to develop effective programs focusing upon the individual needs of each student.

4. To provide increased time for individualizing instruction, evaluating learning situations, student counseling and guidance for other instructional activities that will improve educational opportunities for boys and girls.

5. To relieve teachers of the numerous semi- and non-professional tasks which have become cumulative and which have come to consume a disproportionate amount of the teacher’s time and energies.

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

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

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

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

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

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

THIS POLICY REQUIRED BY THE NO CHILD LEFT BEHIND ACT.
TITLE I PARAPROFESSIONALS

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

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

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

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

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

REFERENCE: P.L. 107

THIS POLICY REQUIRED BY THE NO CHILD LEFT BEHIND ACT.
STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS

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

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

PRINCIPLE I
COMMITMENT TO THE STUDENTS

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

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

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.

2. Shall not unreasonably deny the student access to varying points of view.

3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.

4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.

5. Shall not intentionally expose the student to embarrassment or disparagement.

6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly
   A. Exclude any student from participation in any program,
   B. Deny benefits to any students,
   C. Grant any advantage to any student.

7. Shall not use professional relationships with students for private advantage.

8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted or required by law.

Adoption Date: October 10, 2011
STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS (Cont.)

PRINCIPLE II
COMMITMENT TO THE PROFESSION

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

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

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

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.

2. Shall not misrepresent his/her professional qualifications.

3. Shall not assist entry into the teaching profession of any person known to be unqualified in respect to character, education, or other relevant attribute.

4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.

5. Shall not assist an unqualified person in the unauthorized practice of the teaching profession.

6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

7. Shall not knowingly make false or malicious statements about a colleague.

8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decision or actions.

PRINCIPLE III

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

   A. Willful neglect of duty.
STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS (Cont.)

B. Repeated negligence in performance of duty.

C. Mental or physical abuse to a child.

D. Incompetency.

E. Instructional ineffectiveness.

F. Unsatisfactory teaching performance.


H. Abandonment of contract,

I. Conviction of a felony,

J. After a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual’s performance of school duties, or

K. Failure to earn required staff development points.

2. A career teacher shall not be subject to dismissal or non-reemployment for items A, B, D, E, and F, above unless and until a written admonishment has been issued in accordance with relevant law.

3. A probationary teacher shall not be subject to dismissal or non-reemployment for inadequate teaching performance unless or until a written admonishment has been issued in accordance with relevant law.

4. Temporary teachers, substitute teachers, adult education teachers, and teachers employed in positions fully funded by private or federal grants shall not be protected by the provisions of the Teacher Due Process Act.

5. A teacher convicted of a felony shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued.

6. A teacher may be dismissed, refused employment, or not reemployed after a finding that such person engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual’s performance of school duties:

A. "Criminal sexual activity" means the commission of an act defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and

B. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity (70 O.S. §6-101.22).
STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS (Cont.)

REFERENCE: 70 O.S. §6-101.21, et seq.

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

THIS POLICY REQUIRED BY LAW.
HIRING PERSONNEL

General regulations concerning the employment of teachers for the school district are as follows:

The Nowata Board of Education requires that all candidates for teaching positions have at least a bachelor’s degree and a valid Oklahoma teaching certificate.

Preference may be given those candidates holding a master's degree or its equivalent and to applicants who have had at least two years of successful teaching experience, preferably in the fields in which applications are made.

Applicants for teaching positions in vocational-technical areas must meet the certification requirements set forth in the state plan for vocational education as well as other educational requirements prescribed for teaching in the district schools. Preference shall be given those who have had trade experience.

All applications for teaching positions shall be made in writing and filed with a complete set of credentials: official and up-to-date transcript of college credits; recent photograph; certificate information.

A. All nominations for positions except the superintendency shall be made to the board of education in writing by the superintendent.

B. Each nomination shall be made with reference to position and salary.

There shall be no discrimination against any teacher on the basis of race, creed, color, national origin, sex, marital status, membership or non-membership, or participation in any professional, civic, parent, or charitable organization, in the evaluation, employment, transfer, or promotion of personnel.

Teachers who have resigned from the district schools may be reemployed, but under the same terms and conditions applicable to any new employee.

Where a teacher resigns after completing a school year, has a change in plans and requests the resignation be rescinded, such request may be approved if the teacher has completed the previous school year and is available for the beginning of the following school year without any significant loss of teaching time. The teacher may be continued without loss in salary status and in the same position filled the previous year, if the previous assignment is still available. In case the previous position has been filled, the teacher may then be considered for another assignment, if one is available. Whether or not the resignation is rescinded is entirely at the discretion of the board of education acting on the recommendation of the superintendent.

New personnel will be notified of employment and building assignment at the earliest possible date.

In the event that specific criteria are not being met by a particular candidate being recommended, it shall be the responsibility of the superintendent to point out the deficiencies to the board so that they may act accordingly. Should the board not approve the employment of a candidate being recommended by the superintendent, it shall be the duty of the superintendent to make another recommendation.

The employment of any professional staff member is not official until the contract is approved by the board and signed by the candidate.
HIRING PERSONNEL (Cont.)

The employment sequence is as follows:

1. The verbal offer of employment to the candidate
2. Verbal acceptance by the candidate
3. Approval of candidate by the board
4. Contract sent to candidate

This does not prohibit placing a candidate in the position on a temporary basis until board approval is given and a contract is signed.

REFERENCE: 70 O.S. §5-113.1, §5-138
70 O.S. §6-101, §6-107 through 112, and §6-154
DRUG-FREE WORKPLACE

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

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

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

THIS POLICY REQUIRED BY LAW.
NEGOTIATIONS

All negotiations for agreement on salaries and other conditions of employment between the Nowata Board of Education and recognized employee groups will be conducted under the pertinent provisions of Oklahoma law.

REFERENCE: 70 O.S. §509.1, et seq.
PERSONNEL HOLIDAYS

It is the policy of the Nowata Board of Education that the following paid holidays may be observed by all 12 month support personnel.

Christmas
Independence Day
Labor Day
Memorial Day
New Years Day
Thanksgiving
PERSONNEL VACATIONS

The Nowata Board of Education will provide annual vacation with pay to those employees assigned to twelve-month positions throughout the year.

Vacation days are cumulative up to 30 (thirty) days. Upon retirement or termination, personnel having unused vacation time earned are eligible to be reimbursed for such vacation.

Vacation Year

A full year of service is from July 1 through June 30.

Monthly Rate of Accrual

1. An employee will receive one day of vacation for each month worked.

2. An employee must work one-half of the working days of a month to receive credit toward vacation for that month (starting or terminating).

3. When a person is absent more than one-half of the working days of any given month, a vacation day is not earned for that month.

Approval of Vacation Dates

The dates for all vacations must be approved by the immediate supervisor, and will be limited to 10 working days in a row, unless otherwise approved by the superintendent.

Substitutes for Employees on Vacation

It is the responsibility of the immediate supervisor to arrange vacations at a time when a substitute will not be required.

Vacation Accrual While on Sick Leave

1. With regard to computation of earned vacation time, absences of an employee on sick leave or vacation are considered as time served.

2. Vacation days will not be accrued after the expiration of sick leave or for absences not covered by sick leave or vacation time.

Eligibility

Employees shall be eligible for vacation days according to the following: One (1) day per month.

The superintendent shall interpret the monthly accumulated earned vacation.
PERSONNEL LEAVE PROGRAM

The Nowata Board of Education recognizes that district employees must occasionally be absent from work. Therefore, leave time in different categories as required by law will be provided for employees to be absent when necessary. Leave categories will include sick leave, personal business leave, emergency leave, jury duty leave, and military leave.

It is also important for district employees to understand that the continuity of education services is best served when the regularly assigned employee is at work. Therefore, employees should use the leaves provided in a prudent and judicious manner. The abuse of leave by employees will not be tolerated and any employee abusing leave policies will be subject to disciplinary action up to and including termination of employment.

Deductions For Unpaid Authorized Absences

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

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

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

Notification Of Leave Accumulation

During the first two weeks of the school year, the board will advise each employee, in writing, as to the number of leave days accumulated as of July 1 of that year. After July 1, an employee may get updated information on leave accumulation from the superintendent's office at a time mutually agreed upon by the employee and the superintendent or the superintendent's designee.
SICK LEAVE
CERTIFIED PERSONNEL
(REGULATIONS)

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

1. The superintendent or designee shall administer this plan.

2. Teachers may be absent from duty because of personal accidental injury, illness or pregnancy, or injury, illness or death in the immediate family without loss of salary not to exceed ten days during each school year. The right to such sick leave shall be vested at the beginning of the school year. Certificated employees who have an eleven-month contract shall receive eleven sick leave days per year and those who have a twelve-month contract shall receive twelve days. If an employee is injured as a result of an assault or battery upon the person of the employee while the employee is in the performance of any duties as an education employee, the employee shall be entitled to a leave of absence from employment with the school without a loss of leave benefits.

3. If sick leave is taken for bereavement purposes, the leave for that period may extend to the date of the funeral and a reasonable time thereafter to allow for travel as long as the employee has leave available to use.

4. Unused sick leave shall be cumulative to a total of sixty days and is transferable to any other school district in Oklahoma. Up to a maximum of sixty days of sick leave earned in another Oklahoma district may be transferred to this district. Sick leave so transferred must be certified by the sending district.

5. Any employee who attempts to take unfair advantage of sick leave benefits shall be subject to dismissal or other disciplinary action as provided by contract and/or state law. Any employee may be required to submit appropriate evidence concerning the cause of his absence in order to qualify for sick leave benefits. Appropriate evidence may include the following:
   
   A. Physician's statement endorsed by the employee
   B. Employee statement endorsed by the principal or immediate supervisor
   C. Copies of claim submitted for insurance benefits
   D. Other information as may be indicated by the circumstances

6. Appropriate evidence will be submitted when requested by the principal, immediate supervisor, or the superintendent in the following situations:

   A. Sick leave claim on days of unusual or inclement weather
   B. Sick leave claim during the last four weeks of employment
   C. Sick leave claim on days immediately preceding or immediately following holidays or non-work days other than weekends
   D. Reasonable cause exists to believe that sick leave benefits are being abused
SICK LEAVE, CERTIFIED PERSONNEL, REGULATIONS (Cont.)

7. When a teacher's accrued sick leave is exhausted and the teacher is absent due to personal accidental injury, illness, or pregnancy, the teacher shall receive full salary less the amount that would be paid a substitute teacher for a maximum of 20 days.

8. After an employee has exhausted all accumulated sick leave, personal leave, and vacation time, the employee may be eligible for up to 12 work weeks of unpaid leave under the family leave policy.

9. Sick leave benefits may be paid in addition to workers' compensation benefits; however, the sum of the payments will not exceed 100% of the employee's net pay as it existed prior to injury.

10. Upon termination of employment an employee, or the employee's estate, shall be paid $____ for any unused sick leave remaining at the date of termination of employment. This compensation shall not be paid to any employee terminated following due process procedures but shall apply only to those employees who have retired, resigned, or whose contracts have been terminated due to the death of the employee.

NOTE: The term "immediate family" has been defined as those close family members such as a spouse or children residing within the same household as the employee. Sick leave may also be taken for the life-threatening illness of non-dependent children, mother, father, sister, brother, grandparents, mother-in-law, or father-in-law.

REFERENCE: 70 O.S. §6-104
70 O.S. §6-147

OSSBA POLICY SERVICES REVIEW NOTES:

Payment for unused sick leave days may be made only upon termination of employment. Please see referenced AG Opinions. In reference to the Putnam City Schools audit, the provision of an incentive bonus appears to be a gift in conflict with Article 10, §15(A) of the Oklahoma Constitution.
SICK LEAVE
SUPPORT PERSONNEL
(REGULATIONS)

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

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

2. The superintendent of schools, or designee, shall be responsible for administering this plan.

3. A support employee may be absent from duty due to a personal accidental injury, illness, or pregnancy, or accidental injury, illness, or death in the immediate family without loss of salary. Benefits shall include paid sick leave of one day per month of employment. The one day sick leave per month equals the number of hours the employee normally works per day. If an employee is injured as a result of an assault or battery upon the person of the employee while the employee is in the performance of any duties as an education employee, the employee shall be entitled to a leave of absence from employment with the school without a loss of leave benefits.

4. Unused sick leave shall be cumulative to a total of 60 days.

5. The sick leave granted to support employees under this policy shall be vested at the time of accrual, that is, upon the completion of the first month's employment, the employee shall have accrued one sick leave day.

6. Accumulated sick leave may be transferred to another school district where a support employee is employed the next succeeding school year in accordance with that district's policies.

7. Support personnel who are employed for the first time in this district and who were employed at another school district during the year immediately preceding their employment with this district may transfer a maximum of 60 sick leave days.

8. Sick leave benefits may be paid in addition to workers’ compensation benefits; however, the sum of the payments will not exceed 100% of the employee's net pay as it existed prior to injury.

9. Upon termination of employment an employee, or the employee's estate, shall be paid $____ for any unused sick leave remaining at the date of termination of employment. This compensation shall not be paid to any employee terminated following due process procedures but shall apply only to those employees who have retired, resigned, or whose contracts have been terminated due to the death of the employee.

REFERENCE: 70 O.S. §6-101.40
70 O.S. §6-104
70 O.S. §6-147
EMERGENCY LEAVE
(REGULATIONS)

The board of education shall provide not more than 3 days each year for emergency leave. These days shall not be chargeable to sick leave and will be noncumulative. The term emergency should be construed to mean a situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate attention. Emergency leave will be granted at the discretion of the principal or designee. The school district will pay the substitute's salary.

The board of education may grant leave with pay not to exceed fifteen (15) working days to an employee who is affected by a presidentially declared national disaster in Oklahoma after May 1, 1999, if:

1. The employee suffered a physical injury as a result of the disaster;
2. A relative or household member of the employee suffered a physical injury or died as a result of the disaster; or
3. The domicile of the employee or the domicile of a relative of the employee was damaged or destroyed as a result of the disaster.

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

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

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

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

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

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

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

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

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

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

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

4. To care for a covered family servicemember with a serious illness or injury incurred in the line of duty on active duty; or

5. To use for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation.

Before an employee will be placed on unpaid family leave, the employee must first exhaust any accumulated sick leave, personal leave, and vacation time. Such sick leave, personal leave, and vacation time will be deducted from the 12 workweeks of eligibility. If both spouses are employees of this district, their total leave in any 12-month period will be limited to 12 weeks if the leave is taken (1) for the birth or adoption of a child or (2) to care for a sick parent. The right to take leave for the birth or placement of a son or daughter expires 12 months after the birth or placement with the employee. Eligible employees who are family members of covered servicemembers with a serious illness or injury incurred in the line of duty on active duty will be able to take up to 26 workweeks of leave in a single 12-month period. Sick leave, personal leave, and vacation leave will be deducted from the 26 workweeks of eligibility.

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

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

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

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

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

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

REFERENCE: 29 CFR pt. 825
PL 103-3

THIS POLICY REQUIRED BY LAW.
APPLICATION FOR FAMILY OR MEDICAL LEAVE

Name: ____________________________

Current address: ____________________

Position: __________________________

School or Worksite: ________________

Beginning date of leave: ____________

Expected date of return to work: ______

Reason for leave request (explain): ______________

__________________________________________________________________________

__________________________________________________________________________

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

1. Name of Family Member: ______________

2. Relationship of family member to you: ______

3. Describe care you will provide: ______________

__________________________________________________________________________

__________________________________________________________________________

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

__________________________________________________________________________

__________________________________________________________________________
MEDICAL CERTIFICATION

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

EMPLOYEE’S STATEMENT

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

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

______________________________  ______________________________
Date  Employee’s Signature

Approved By:

______________________________  ______________________________
Employee’s Immediate Supervisor  Superintendent of Schools
APPLICATION FOR FMLA INTERMITTENT LEAVE
OR LEAVE ON A REDUCED SCHEDULE

Name: ____________________________________________
Current Address: __________________________________
Position: _________________________________________
School or Worksite: ________________________________

State whether you are requesting intermittent leave or leave on a reduced schedule:
   ______ Intermittent leave
   Beginning date of leave: _________________________
   Ending date of leave: ____________________________
   ______ Leave on a reduced schedule
   Schedule requested: _____________________________
   Beginning date of revised schedule: ______________
   Date reduced leave expected to terminate: ________

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

If leave is based on medical necessity of an individual other than the employee state:
   Family member: ________________________________
   Relationship to employee: _______________________
   Name and address of Healthcare Provider(s): ______

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

EMPLOYEE’S STATEMENT

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

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

Date ____________________________________________________________________________

Employee’s Immediate Supervisor

Approved By: ____________________________

Employee’s Signature

Superintendent of Schools

Adoption Date: October 10, 2011
APPLICATION FOR FMLA INTERMITTENT LEAVE OR LEAVE ON A REDUCED SCHEDULE (Cont.)

MEDICAL RELEASE

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

________________________________________________________________________
Date

________________________________________________________________________
Patient’s Signature
NOTICE OF INTENTION TO RETURN FROM LEAVE

Name: ____________________________

Principal or Supervisor: ____________________________

Date leave commenced: ____________________________

Date of planned return: ____________________________

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

1. I must provide a written certification from my healthcare provider that I am able to resume working and can perform, with or without reasonable accommodation, the essential functions of my position.

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

3. As an employee returning from family or medical leave, I shall not be entitled to the accrual of any time or employment benefits during my period of leave.

__________________________  ____________________________
Date  Employee’s Signature

STATEMENT OF HEALTHCARE PROVIDER

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

__________________________  ____________________________
Date  Healthcare Provider
SCHOOL TRIPS AND TRAVEL ALLOWANCES

Trips away from school shall be approved by the building principal for both students and faculty members. Travel is regarded as desirable when it is a part of a planned learning experience for students, involves proper student representation of the school and/or professional improvement for faculty and board of education members and support personnel. Payment shall not be made for faculty travel when requirements for professional day, professional advancement or certification are being met.

Faculty, board members and other school employees shall be reimbursed for approved school travel and the related expenses when a travel claim is filed and approved by the superintendent of schools. Rate of reimbursement approved by the Nowata Board of Education is as follows:

1. Miles traveled from Nowata to destination and return will be multiplied by the current SDE rate, the rate authorized by the Nowata Board of Education. Transportation will be paid on only one vehicle when shared with other people. Shared transportation should be used whenever possible.

2. Other itemized expenses, such as parking, turnpike fees, registration fees, etc., equal to their actual cost. Membership fees, such as in a coaches' association, etc., are not a reimbursable expense.

3. Records and receipts of all expenditures must be kept and attached to the travel claim form.

4. Trips, travel and/or expenses in excess of the above guidelines may be approved by the superintendent.

The use of school buses for all out-of-school district trips must be approved by the superintendent of schools. When methods of travel other than school buses are used for transporting students on school trips, the approval of the building principal must be secured.

For all school-approved student trips, the following requirements must be met:

1. An adult, age 21 or older, must be a passenger in each vehicle carrying students. For a bus trip, the adult must be someone other than the driver, unless the driver is the coach or faculty sponsor of the group.

2. All students in an organization or activity making a school trip shall be required to ride in the bus, both to and from the trip destination, unless specific request is made in person by the student's parents to the faculty sponsor, explaining the reasons for the request. The sponsor shall evaluate the parent's request and, if in the judgment of the faculty sponsor, the circumstances warrant making an exception to the rule, permission may be given for the student to travel otherwise. Under no conditions shall students be allowed to travel in an alternate vehicle without their parents or a parent-approved adult driver.

3. Parents are to be advised of departure and probable return times for all school trips. Oral communication to middle and high school students for notification to parent is satisfactory. However, a written notice with parent-permission return form attached shall be used for elementary and kindergarten children.

4. For trips requiring students to remain away from home overnight, the activity sponsor shall prepare an information sheet for distribution to students and parents, giving the name, address and telephone number of lodging locations and trip itinerary, along with related information concerning time and location of organizational meetings and/or activities. How and where to send a message in case of an emergency should be clearly stated.
5. When traveling by school bus on activity trips, students shall observe all standards rules of safety required by the bus driver. Under no conditions shall smoking on the bus be permissible. Also, drinking on the bus shall be allowed while the bus is moving.

6. If bus stops for rest, relaxation, food and drink are planned, advance notification to restaurants is advisable, especially when 20 or more students are to be served.

7. For travel to out-of-town athletic events, school cheerleaders shall observe the following guidelines when in uniform and representing the school:

   A. If a student pep bus or band bus is sent to the contest, the team cheerleaders shall ride the bus accompanied by their faculty sponsor.

   B. If a student pep bus or band bus is not sent to the contest, the faculty sponsor shall make and approve arrangements which shall provide travel:

      1. On the team bus when accompanied by their sponsor, or
      2. In autos driven by the sponsors, or (see #8)
      3. Travel in autos driven by parents or other adults approved by parents and sponsors (see #8).

8. In the event that personal or private vehicles are to be used for school purposes, the following guidelines will be followed:

   A. The employee, sponsor, parent or patron must be authorized by the building principal to use a private vehicle for school purposes.
   B. Employees, parents or patrons so authorized will be provided liability coverage by the school district.
   C. The school district will assume no responsibility for liability unless the above authorization has been obtained.
   D. The board specifically forbids any employee to transport or cause to be transported students for school purposes without prior authorization from the building principal.
   E. No student will be sent on school errands with his or her own vehicle, an employee’s vehicle or a district owned vehicle.

Activity bus drivers, who are paid an hourly wage for the trip, shall record the departure and return times on their regular time cards and complete an activity trip form for each trip. All other activity trip drivers, whether patron volunteers, teachers or other approved drivers, shall fill out an activity trip form for computation of payment on their actual driving time. (See Appendix)
TRAVEL AND EXPENSE CLAIM

Dates of Travel

Reason for Travel

Trip Destination Miles from Nowata

List in the space below the miles traveled to and from destination and multiply by the current SDE rate, the rate authorized for approved travel by the Nowata Board of Education.

ATTACH ALL RECEIPTS FOR PAYMENT TO THIS CLAIM

1. _____ Miles traveled at SDE rate, which at this time is _____ per mile $ __________
2. _____ Nights lodging at $ _____ per night .......................................................... $ __________
3. _____ Meals ........................................................................................................... $ __________
4. _____ Parking and turnpike fees .......................................................................... $ __________
5. _____ Itemized other expenses:
a. ......................................................................................................................... $ ________
b. ......................................................................................................................... $ ________
c. ......................................................................................................................... $ ________
d. ......................................................................................................................... $ ________

TOTAL EXPENSES CLAIMED .................................................................................. $ __________

Signature of Claimant

Address

School......................................................... Date

Adoption Date: October 10, 2011
Revision Date(s):
TRAVEL AND EXPENSE CLAIM (Cont.)

REQUEST FOR RECONSIDERATION OF EDUCATIONAL MEDIA

Name of complainant ____________________________________________

Address ______________________________________________________

Occupation ____________________________________________________

Kind of Media: _________________________________________________

Title _________________________________________________________  Author or Producer ______________________

Reason for objection (cite particular sequences and approximate location in media.)

Specific Objections: ____________________________________________

________________________________________________________________

Any merits noted in this media: ____________________________________

________________________________________________________________

Have you read, viewed, and/or auditioned the entire material to which you object? __________________________

Have you read, viewed, and/or auditioned other media by this author or producer? __________________________

List titles previously examined: ____________________________________

________________________________________________________________

What material on the same subject would you recommend for replacement? __________________________

________________________________________________________________

Title _________________________________________________________  Author or Producer ______________________

Copyright Date ________________________________________________

Is your alternative selection in our library media center? ____________

Signature ______________________________________________________
STUDENT ACTIVITIES
EXPENSE REIMBURSEMENT

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

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

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

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

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

REFERENCE: 70 O.S. §5117

THIS POLICY REQUIRED BY LAW.
LEAVE SHARING PLAN

The Nowata Board of Education has established a sick leave sharing plan for employee use of sick leave days donated from other employees of the district. The plan will permit the use of donated sick leave by a district employee who is pregnant or recovering from childbirth or who is suffering from or who has a relative or household member who is suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.

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

REFERENCE: 70 O.S. §6-104.6
STAFF SAFETY

All employees of this school district will be covered by Workers' Compensation Insurance for any accident while on official duty on or off school property. Employees will report any accident, however slight, in which they are involved to the employee's immediate supervisor as soon as possible. The report will include a brief description of the accident, the persons involved, and injuries sustained.

The supervisor will forward the report to the business manager or to the superintendent's office as soon as possible. The superintendent or the business manager will submit an Employee's Report of Industrial Injury to the State Compensation Office.

Employees who have filed for Workers' Compensation may be required by the superintendent or designee to submit to medical tests or examinations as determined by a licensed physician appointed or hired by the board.
STAFF SAFETY WORKPLACE PROCEDURES

Handling and Use of Flammable Liquids

1. Approved pumps or self-closing spouts shall be used for transfer of flammable liquids from drums.
2. Only labeled, approved metal flammable liquid containers with self-closing spouts are to be used for transfer.
3. Drums and transfer containers must be electrically bonded and grounded to prevent static sparks from occurring.
4. Drums must be kept in an approved storage area.
5. Use in containers other than safety containers is for temporary use only, i.e., cleaning parts, soaking brushes or parts, wiping down, painting, etc. These containers are to be marked "flammable" and emptied when not being used.
6. Splash goggles must be worn when transferring or using flammable liquids.
7. If an excessive spill takes place, a respirator must be used and the liquid soaked up with rags and taken outside for evaporation before disposal. The spill area must be ventilated thoroughly, and people in the vicinity of the spill should be evacuated.
8. Prolonged contact with skin or inhalation of vapors should be avoided when using flammable liquids and solvents. Protective gloves and/or respirators should be worn where necessary.
9. Keep in covered metal cans all rags used to wipe oil or flammable solvents.

Safe Chemical Work Practices

1. Always wear gloves and eye protection when pouring or mixing chemicals to prevent splashing in the face or eyes.
2. Maintain an emergency eyewash station.
3. Wash with soap and water and rinse thoroughly all areas of skin contacted with chemicals. Use clean water or eyewash solution to rinse harmful substances from eyes. Read labels for emergency instructions. Seek medical attention.
4. Conduct mixing or measuring of chemicals under proper ventilation.
5. Avoid using chemicals from unmarked containers.
6. Never pour water into a container holding a strong acid. Pour water first, then add the specified amount of acid.
STAFF SAFETY, WORKPLACE PROCEDURES (Cont.)

Chemical and Flammable Liquid Storage

1. Store bulk quantities of flammable liquids only in properly labeled and approved containers in an approved storage area.

2. Mark areas containing toxic or flammable liquids with a caution or hazard warning sign.

3. Keep hazardous areas free of paper, soiled shop towels, and other materials to avoid spontaneous combustion.

4. Always dispose of solvent-soaked shop towels in approved metal containers with closeable lids.

5. Keep flammable and combustible substances away from heaters, electric motors, welding activity, or any other source of ignition.

6. Avoid storing toxic or corrosive substances in locations where a potential for spill or leakage may exist.

7. Do not transfer chemicals or solvents from original containers unless the new containers are properly labeled.

8. Ensure that all flammable liquid storage containers used for transferring are properly bonded (grounded) to permanent ground and to the container receiving the transferred liquid.

Housekeeping

The manner in which materials and tools are handled, stored, and organized in the work area can contribute greatly to the safety of the workers in that area.

To keep working conditions from creating a safety problem, each employee will be personally responsible for the following:

1. Putting away tools at the end of the day or after use.

2. Putting scrap produced into appropriate containers for removal.

3. Sweeping or wiping up excessive trash, metal flakes, oil, plaster, etc., that may produce a tripping or slipping hazard.

4. Placing material being worked on or stored in work area so that it does not block aisles, fall on someone, or cause a tripping or eye hazard.

5. Rolling up all air hoses and cords at the end of the day or after use.

6. Removing scrap containers that are full. Scrap should not be so placed in drums that the scrap protrudes, causing a possible eye hazard.
7. Removing carts, material, and vehicles from aisles during working hours if they are not needed for production in that area.

Welding Equipment/Cutting Torches

Welders and torches are to be used only by trained personnel. When welding or cutting, the operator will be personally responsible for the following:

1. Protection of other employees by using welding curtains.
2. Use of proper eye protection by operator.
3. Removal of flammable materials or substances near welding area.
4. Protection of other employees from slag, sparks, or materials that have been heated. This can be done by isolating the hazard from co-workers or by notifying them of the hazard.
5. Use of designated respirators when welding bronze or galvanized metal.
6. Turning off all equipment. Cords and leads must be coiled up and stored away.

Drill Presses

Use of drill presses should be by trained and authorized personnel only. People using drill presses are responsible for the following:

1. Use of eye protection, i.e., safety goggles, safety glasses, and face shields.
2. Securing work piece by clamps or jigs. Small parts should be held by pliers if clamping is not possible.
3. Turning off drill presses after use or when work requires moving more than 25 feet from the equipment.
4. Insuring that chuck, table, and drill stop are set and tightened before drilling.
5. Removing key from chuck before turning press on.
6. Insuring that loose clothing is not worn around drill presses or any other rotating machinery.

Saws/Woodworking Equipment

Saws should be used only by personnel trained and authorized to use saws. This includes circular saws, radial arm saws, rip saws, and routers. The operators of this equipment are responsible for the following:

1. Protection of other employees from flying chips and cutoff. Notify employees passing the area of hazards, or maintain guards to block debris.
STAFF SAFETY, WORKPLACE PROCEDURES (Cont.)

2. Use of eye protection at all times.

3. Turning off equipment when finished or when work requires moving more than 25 feet from the operating equipment.

4. Insuring that guards are to be in place at all times when using saws.

5. Insuring that saws needing maintenance are not used. If maintenance is needed, it should be requested.

6. Safely securing material before cutting. This may be done with clamps, jigs, or push sticks, etc.

7. Hands must be kept clear of the path of the blade at all times.

Sanders and Grinders

Negligence in the use of sanders and grinders may cause injury to an employee or to employees nearby. Each employee will be personally responsible for the following:

1. Work rest guards on bench grinders are to be in place and no more than 1/8" from grinding wheels.

2. Tongues above grinding wheels are to be adjusted with wear of wheel to allow no more than 1/4" clearance.

3. Sanders and grinders that are hand held should be used so that, when bounced, it moves away from the operator.

4. Safety glasses must be worn with any use of a sander or grinder of any type.

5. Silencers on air sanders and grinders are not to be tampered with or removed from use.

6. Any grinder or sander must be turned off after use or if work requires the operator to move more than 25 feet from the unit.

Respirators

Some of the fumes produced in the shop may cause health problems. As a result:

1. Respirators are required during spraying of zinc chromate primer with hand spray unit or booth unit.

2. Respirators are required during spraying of primer on polyurethane fabrications.

3. The employees who are required to use respirators in these operations must have a respirator examination annually and before using a respirator.
4. Respirator users must undergo a qualitative (irritant smoke test) fit test initially and every six months to determine the adequate fit of the respirator.

5. Each employee shall be responsible for the following:
   A. Use of respirator in the above-listed hazardous situations.
   B. Cleaning of the respirator with soap and water after use.
   C. Insuring that the respirator is kept in a sealed plastic bag after use and cleaning.
   D. Keeping clean filters in the respirator.

**Shears, Press Brakes, Iron Workers, Lathes, Drill Presses**

Pressure equipment can cause serious injury to its operator if not used safely. Equipment with rotating parts must be properly guarded and operated. Only authorized personnel are to use this equipment and are directly responsible for the following:

1. All guards must be in place and intact. Guards must not be bypassed.

2. Hands must be kept away from the point of operation.

3. Equipment shall be turned off when immediate duties are finished or when work requires moving more than 25 feet away from the equipment.

4. Loose clothing and jewelry must not be worn when operating machinery. Long hair shall be tied back or covered to prevent it from being caught in moving parts.

5. Co-workers must be kept away from the equipment when operating.

6. Equipment controls must not be tied down.

7. Operators must ensure that only thicknesses and types of material that can be safely worked by the machinery are used.

8. Equipment needing maintenance must not be used.

9. Maintenance must be requested as needed.
STAFF SAFETY, WORKPLACE PROCEDURES (Cont.)

Forklifts

A forklift is a useful piece of equipment when used safely. Used unsafely, it can be deadly. Only authorized, trained personnel are to operate forklifts; and these operators shall be responsible for the following:

1. Make sure the forklift is operational before using. Do this by checking brakes, hydraulics, horn, and engine.
2. Maintenance must be requested as needed.
3. The horn shall be sounded when entering a blind entrance or corner.
4. Passengers must not be allowed to ride on forklifts.
5. Load limits must not be exceeded, nor will counterweights be used to compensate for excess loading.
6. When parking a forklift, brakes must be set with forks lowered to the ground.
7. When traveling, forks/mast must not be held too high.
8. Speed and turns must be kept at safe levels.
9. Loads must be secure, and tilted back when traveling.
10. When vision is blocked by a load, the operator shall travel in reverse.
11. When loading onto a parked truck, the wheels of the truck must be chocked.

Electrical

Use of equipment that uses electricity can result in electrical shock if not properly used. Each employee must insure that the following regulations are observed:

1. All equipment is in good electrical condition before use; i.e., switches work, wires are connected and insulated safely, conduits and junction boxes are secure with no exposed wiring. Unsafe equipment must be reported to the supervisor.
2. Extension cords and plug boxes shall be safely and correctly insulated and grounded before using.
3. Cords are not to be located where they may cause a tripping hazard or be damaged.
4. Extension cords are not to be used to service equipment that has a fixed or permanent location.
5. Electrical cords are not to be run over by carts or forklifts.

Adoption Date: October 10, 2011
6. Only maintenance personnel are to make electrical repairs.
7. Do not use electric equipment in wet areas or rain.

Hearing Protection

Noise levels in the shop may cause discomfort or hearing damage. Earplugs or ear covers are provided for those employees who wish to use them.

No employee is required to work without hearing protection in an area where noise is excessive.

VIOLATIONS OF ANY OF THE PRECEDING MAY BE WRITTEN UP AGAINST AN EMPLOYEE AND RECORDED IN THE EMPLOYEE'S PERSONNEL FILE. VIOLATIONS MAY LEAD TO DISCIPLINARY ACTION, INCLUDING TERMINATION.
FACULTY MEETINGS

The Nowata Board of Education believes that the school administrators should schedule faculty meetings as necessary to insure the successful operation of the school program. However, the board believes that administrators should evaluate faculty meetings carefully and schedule only those that are essential.
PROFESSIONAL GROWTH AND DEVELOPMENT

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

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

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

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

REFERENCE: 70 O.S. §3-104.2
70 O.S. §6-192, et seq.
70 O.S. §6-194
70 O.S. §6-204.2
PROFESSIONAL GROWTH AND DEVELOPMENT
(REGULATION)

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

Professional Development of Certified and Licensed Personnel

1. Membership in Professional Organizations
   The board of education feels genuine professional growth can be obtained by membership in the various professional organizations, but that membership should be on a voluntary basis and not compulsory.

2. Attendance at Required Meetings (all certified and licensed personnel)
   Certified and licensed persons are expected to attend all curriculum meetings planned by the professional development committee.

3. In-service Training
   A. A minimum of 75 professional development points shall be earned within a five-year period by each certified and licensed individual in order to maintain employment in this district. One point shall be equivalent to one clock hour.

   B. A minimum of 15 professional development points shall be earned annually by each certified and licensed individual in order to maintain employment in this district.

   C. Six (6) professional development points must be earned from the______ professional days in August. Any exceptions must be submitted and approved by the professional development committee.

   D. At least once a year a program shall be offered on recognition and reporting of child abuse and neglect which all teachers will be required to complete. For those teachers who are unable to complete the program on the day offered, other arrangements will be made.

Approved Professional Development Opportunities

1. Such workshops as shall be provided by the local professional development committee in response to analysis of needs assessments administered annually to all certified and licensed personnel.

2. Credit may be earned through the following alternatives:
   A. Professional Meetings (Sanctioned by State Department of Education or professional organizations where professional development points are awarded.)
      1. State and Zone O.E.A. Workshops and C.C.O.S.A. Meetings
      2. Summer and Saturday Workshops
PROFESSIONAL GROWTH AND DEVELOPMENT, REGULATION (Cont.)

3. Coaches Clinics (for Summer Coaching Clinic in the absence of signed vouchers - 10 professional development points allowed with local voucher to be signed by superintendent)
4. Vocational Workshops
5. Teacher Visitation

B. Professional Committees

1. Textbook Committee
2. Professional Development Committee
3. Local certified personnel conducting workshops
4. Local Teacher Association President (5 points/year)
5. Curriculum Review Planning Committee
6. Curriculum Review Chairpersons (1 point/year)

C. College Courses and Credits (One semester hour of approved college credit shall equal 15 professional development points.)

D. Additional kinds of experiences may be recommended as alternative activities to the professional development committee to be approved by the board of education.

E. For each clock hour of participation in alternate activities, one professional development point will be awarded.

Record Keeping

1. Vouchers for workshops and individual records of professional development points will be kept by the Professional Development Representative in each building.

2. Turning in vouchers, evaluations, and signing the record of points is the responsibility of each individual.

3. Vouchers and evaluations must be turned in to the building representative no later than one week after a workshop. These points will be lost if this is not done during this time period.

4. An evaluation is to be filled out for every local workshop and returned to the building representative.

5. Lost vouchers result in points not being counted. Replacement vouchers will not be available.

6. A comparison check of each certified and licensed person's points will be made once each semester by the building representative and the representative from the central office.

7. Any questions concerning professional development should be directed to the building representative.
PROFESSIONAL GROWTH AND DEVELOPMENT, REGULATION (Cont.)

8. College credit earned during the summer must be turned in to the building representative no later than the end of the first full week beginning each school year. (A copy of the transcript or grades is needed to show the number of hours earned.)

Evaluation

1. Individual records of professional development points will be maintained as required by state statutes.

2. Cooperation of all certified and licensed personnel will be necessary to maintain an accurate professional development record for each person.

3. Failure to fulfill professional development training requirements result in action by the board of education according to state statutes.

Guidelines for Membership on Professional Development Committee

1. Classroom teacher and principal replacement members for the professional development committee will be elected for a two-year term. Terms for regular and alternate members will coincide.

2. The chairperson and co-chairperson will be chosen at the end of each school term to begin serving the following school year. The chairperson should be a professional development member with one year of experience on the committee.
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 no later than February 10th of each school year.

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

THIS POLICY REQUIRED BY LAW.
TEACHER EVALUATION

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

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

Probationary teachers shall 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 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 person.

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

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

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

When the evaluating administrator identifies poor performance or conduct that the administrator believes may lead to a recommendation for the career teacher's dismissal or nonreemployment, the administrator will admonish the teacher in writing and make reasonable effort to assist the teacher in correcting the poor performance or conduct; and establish a reasonable time for improvement, not to exceed two months.

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

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

REFERENCE: 70 O.S. §6-101.10, et seq.

THIS POLICY REQUIRED BY LAW.
TEACHER EVALUATION (Cont.)

ANNUAL REVIEW

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PERSONNEL FILES
CERTIFIED STAFF

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

Confidentiality

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

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

Types of Information

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

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

Use of Personnel Records

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

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

Parental Notice

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

1. Whether the teacher has met state qualifications for the grade levels and subject areas taught.

2. Whether the teacher is teaching under emergency or other provisional status.

3. The baccalaureate degree of the teacher and any other graduate certification or degree held by the teacher, and the subject area(s) of the certification or degree.

4. Whether the child is provided services by paraprofessionals, and, if so, their qualifications.

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

70 O.S. §6-101.11
P. L. 107-110, No Child Left Behind Act of 2001
The Americans With Disabilities Act

THIS POLICY REQUIRED BY THE NO CHILD LEFT BEHIND ACT.
SUPPORT PERSONNEL
SUSPENSION, DEMOTION OR TERMINATION

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

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

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

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

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

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

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

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

1. Leaving workstation without authorization prior to lunch periods or end of workday.

2. Excessive unexcused absenteeism.

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

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

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

REFERENCE: 70 O.S. §6-101.40, et seq.

THIS POLICY REQUIRED BY LAW.
QUALIFICATIONS
TEACHERS

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

Every teacher employed in this school system must possess a valid license or certificate and shall execute a written contract with the board of education. Teacher contracts shall be considered for renewal before April 10 each year.

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

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

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

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

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

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

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

REFERENCE: 70 O.S. §6-101.20, et seq.
P. L. 107-110, No Child Left Behind Act of 2001
Individuals with Disabilities Education Improvement Act of 2004

THIS POLICY REQUIRED BY THE NO CHILD LEFT BEHIND ACT.
QUALIFICATIONS
PRINCIPALS

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

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

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

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

A description of the duties and responsibilities of school principals may be found in the appropriate job description located elsewhere in this manual. Nothing in this policy manual shall be construed as limiting or expanding the terms of the employment contract.

REFERENCE: 70 O.S. §6-101.10, et seq.
70 O.S. §6-108

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

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

The responsibilities of the school principal can be subdivided into four general categories:

1. Improving the educational program by providing:
   A. A reasonable climate of efficiency, cooperation, service and stimulation so that the school program can operate effectively.
   B. Leadership and cooperation in evaluating the effectiveness of the total school program.

2. Selecting and developing personnel by:
   A. Actively participating in staff selection or dismissal where necessary.
   B. Working with the staff in the development and administration of sound personnel policies.
   C. Helping the staff with their professional and personal problems.
   D. Providing for the orientation of new staff members and for the maximum growth of both inexperienced and experienced staff members.

3. Working with the community by:
   A. Knowing the community.
   B. Taking an active part in the growth and improvement of the community and encouraging the staff to do likewise.
   C. Facilitating community participation in the life of the school.
   D. Providing for interpretation of the school to the community.

4. Managing the school by:
   A. Developing an internal staff organization with clear lines of authority and responsibility.
   B. Working with the staff to determine what supplies and facilities are needed and working with the superintendent and his staff to obtain these supplies and facilities.
   C. Planning with the staff for efficient use and maintenance of existing supplies and facilities.
PRINCIPALS (Cont.)

Major specified powers and duties include:

1. Carry out policies and directives of the board of education with immediate responsibility to the superintendent.

2. Supervise, direct, and evaluate the work of assigned professional personnel, the general instructional program and classroom management, and assume responsibility for the proper assignment of duties and the placement of teachers.

3. Exercise general supervision over the school grounds, buildings, and equipment in order that a good and safe environment may be maintained.

4. Direct the work of the building custodians.

5. Conduct fire drills to conform to requirements.

6. Administer within the schools the approved policies of the board of education.

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

8. Direct all child accounting for the school.

9. Cooperate with directors, coordinators, and appointed superintendent staff members in improving instructions and meeting shared responsibilities.

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

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

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

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

14. Direct and supervise all extracurricular activities within the school.

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

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

17. Coordinate the activities of the principal's school with other schools within the system.

18. Maintain office hours satisfactory to the superintendent.

19. Prepare a written report in the event of a serious accident or disaster, a case of vandalism, break-in, or unusual damage to buildings and equipment, giving a brief statement of the circumstances and listing equipment and supplies damaged or stolen. Copies of this report are to be sent to the superintendent's office and the business office.

20. Investigate all complaints affecting the principal's school, referring to the superintendent those cases which cannot be adjusted satisfactorily and redress, whenever possible, legitimate grievances.

21. Perform other duties as may be directed by the superintendent.
SUBSTITUTE TEACHERS

The Nowata Board of Education realizes that teachers may occasionally be absent from the classroom and recognizes the need for qualified substitute teachers. In recognizing that need, the board has decided that noncertified substitute teachers or substitute teachers with a lapsed or expired teaching certificate shall be paid at the rate of $50.00 per teaching day. Certified substitute teachers shall be paid $60.00 per day.

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

No noncertified, non-degreed substitute teacher shall be employed for a total period of time in excess of 90 days per school year and may not be employed for the same assignment for more than 20 days during a school year.

No substitute teacher with a lapsed or expired certificate shall be employed for a total period of time in excess of 100 days per school year and may not be employed for the same assignment for more than 20 days during a school year.

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

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

REFERENCE: 70 O.S. §6-105

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

The Nowata Board of Education realizes that teachers will periodically be absent from their duties due to illness or other reasons. Any teacher who is to be absent for any reason should notify the building principal and/or the administrative secretary as soon as possible.

Each classroom teacher should plan ahead for a substitute teacher should the need arise. Each teacher is expected to have plans prepared for a substitute teacher. No videos will be shown while a substitute teacher is in charge of a class. Plans for substitute teachers should contain the following:

1. Specific instructions as to the location of the following items:
   - class roll book
   - seating chart, if used
   - textbook(s), worksheets, and other necessary instructional materials
   - hall passes
   - attendance and discipline referral slips
   - a list of student helpers for each class

2. The following information should also be very specific:
   - an outline of suggested teaching procedures
   - a list of special student problems, handicaps, etc.
   - testing procedures to be used if a test is scheduled
   - additional information that may be helpful

3. There should be at least three days of emergency work prepared for students. The work in the substitute teacher file should be updated by the teacher immediately upon return to the school.

4. Plans, instructions, and guides for a substitute teacher should be placed in a notebook or folder, labeled with the teacher’s name, the grade, and the subject matter. The notebook or folder should be given to the administrative secretary.