

REPORTING STUDENT SUBSTANCE ABUSE

The board recognizes the complexity of problems which may be associated with student substance abuse. The concern is for the well-being and best interests of students at all times. Therefore, the following procedure will be utilized by teachers in reporting students who appear to be under the influence, as defined by law, of: low-point beer, alcoholic beverages, or controlled dangerous substances.

When it appears to a teacher that a student may be under the influence of low-point beer, alcoholic beverages, or controlled dangerous substances (drugs), the teacher will report the matter in writing to the superintendent. Whenever possible, the teacher should attempt to obtain a corroborative observation from another teacher or administrator.

The report of the teacher will state the date, time, and place of the incident. It will also describe the actions of the student or other circumstances from which the teacher concluded that the student appeared to be under the influence of low-point beer, alcoholic beverages, or controlled dangerous substances.

The superintendent or his/her designee will also immediately notify the student's parent or legal guardian of the report. The notification to the student's parent or legal guardian may be verbal, but will be promptly confirmed in writing.

A copy of this policy will be circulated to each teacher and filed with the State Superintendent of Public Instruction within ninety (90) days of its adoption by the board of education.

**SPERRY PUBLIC SCHOOLS
BOARD OF EDUCATION POLICY**

Employees – Certified & Administrative

Adopted: June 10, 2013
Revised: September 12, 2016;
August 14, 2023

PROFESSIONAL DEVELOPMENT

PURPOSE: To define the expectations for professional development of all district employees.

The Professional Development Program will promote professional competence of all certified, licensed, and support employees. Educators will acquire and enhance their knowledge, skills, attitudes, and beliefs necessary to create high levels of learning for all students. In addition, the program will promote the growth and training of all support employees. All employees will acquire and enhance their knowledge, skills, attitudes, and beliefs necessary to support the mission of the district.

As defined by law, the district will establish a professional development committee. The committee will make recommendations to the superintendent and board for administration of the Professional Development Program. Such recommendations will include administration of state monies allocated for professional development.

The Professional Development Program will be composed of focused opportunities for professional growth while helping individuals to meet district expectations. Activities offered will be based on identified district needs. The Professional Development Program will include district, building, and individual activities and will also include activities provided by outside resources.

The district will offer, and all certified employees will participate in, on a periodic basis, professional development for all topics as may be required by law. Whether or not required by law, the district will offer and all certified employees will participate in, on a periodic basis, training that includes but is not limited to the following topics: classroom management and student discipline strategies; outreach to parents/guardians or custodians of students; and diversity and multicultural education.

No more than a total of one hundred fifty (150) hours of local, state, or federal professional development or training shall be required for classroom teachers during any five-year period.

All certified/licensed employees in the district will earn at least the minimum number of professional development points as required by law. All participation in professional development activities will be voluntary unless such activities are held during the contractual day. Teachers shall maintain written documentation of all their completed professional development.

In addition to these requirements, all teachers will be required to participate in individual growth goals in accordance with the programs and guidelines established by the Oklahoma State Department of Education. These growth goals will be established in conjunction with a teacher's evaluation (regardless of whether a teacher is evaluated during a school year) but

will not increase the required number of professional development points needed under this policy.

Reference: OKLA. STAT. tit. 70 § 6-158; OKLA. STAT. tit. 70, § 6-194.

**SPERRY PUBLIC SCHOOLS
BOARD OF EDUCATION POLICY**

Employees – Certified & Administrative

Adopted: June 10, 2013
Revised: September 12, 2016;
September 11, 2017; September 10, 2018;
September 9, 2019; August 10, 2020;
August 8, 2022; August 14, 2023

CERTIFIED EMPLOYEE LEAVE

Sick Leave

The board of education grants sick leave with full pay to all full-time, certified employees. This is to give an employee financial protection in case of personal illness and to protect the welfare of the children. Any absence for illness shall be certified by the superintendent, who shall be responsible for its validity.

Certified personnel on ten-month contracts will receive ten (10) days sick leave. Certified personnel on eleven-month contracts will receive eleven (11) days sick leave and certified personnel on twelve-month contracts will receive twelve (12) days sick leave. Sick leave will be vested at the beginning of each school year, cumulative to one hundred twenty (120) days. Employees who accumulate more than one hundred twenty (120) days of sick leave may utilize the excess leave for retirement purposes in accordance with Oklahoma Teachers Retirement rules and regulations.

Sick leave is interpreted as the time when personal illness, accidental injury or pregnancy or personal illness in the immediate family keeps an employee from being present to conduct his/her regular daily work. Immediate family is defined as father, mother, brother, sister, husband, wife, child, grandparent, or grandchild. This also includes dental, physical and eye examinations for employee and dependents in the immediate family. Any misuse or use of sick leave for other purposes may result in disciplinary action or termination.

When sick leave is exhausted, the teacher shall receive full contract pay for an additional twenty (20) days less either:

- the amount actually paid his/her substitute teacher, if a certified substitute teacher is hired; or
- the amount normally paid for a certified substitute teacher, if a certified substitute teacher is not hired.

When the employee severs connection with the district for any reason, all his/her accumulated sick leave is cancelled. If he/she is employed by another school district his/her accumulated sick leave may be transferred to the receiving district up to the maximum amount allowed by law and the receiving district.

Employees beginning employment with Sperry after being employed by another Oklahoma school district may transfer in up to sixty (60) days of unused sick leave.

Employees who have been employed by the District for a minimum of ten (10) years will receive \$50.00 for each unused sick leave day that was accumulated while employed by the Sperry School District at the end of the year they retire or leave the District. These days will be allowed to accumulate to a maximum of 120 days and will not be confused with the 120 days that are allowed to be accumulated toward retirement.

Employees who have been employed by the District for twenty (20) or more years will receive \$60.00 for each unused sick leave day that was accumulated while employed by the Sperry School District at the end of the year they retire or leave the District.

Civic Duty Leave

The district shall grant a certified employee leave for jury duty and shall pay him or her during such service the full current salary. The district shall also grant a certified employee leave with full pay to serve as a witness in a legal proceeding in which he or she is not a party if the witness has been lawfully subpoenaed. The district may deduct any compensation or witness fee received for services from the employee's salary during such service.

Employee Association Leave

A certified employee may request a leave of absence to hold office as an officer, director, trustee, or agent of a national, statewide, or school district employee association. The certified employee requesting employee association leave must provide the district superintendent, or their designee, with proof of election and proof of the term of office for the national, statewide, or school district employee association. Proof of election must include certification by the employee association of the date of the election and the results of the election.

The board of education may, in its sole discretion, grant a request for leave of absence under this section, but such leave will be without pay and without benefits granted by the district, regardless of whether the benefit is paid by the employee on leave or the association for which the employee is serving as an officer, director, trustee, or agent. If the request for employee association leave is granted, the board of education will provide definitive beginning and end dates for the approved leave of absence.

During the employee association leave period, the employee's position with the district will be maintained without advancement on the minimum salary schedule and without accrual of sick leave, personal business leave, or personal leave. Furthermore, the employee on leave will not accumulate service credit within the Teacher's Retirement System of Oklahoma. Following the conclusion of a leave of absence approved by the board of education under this section, the employee may return to their former position or a comparable position.

During the leave of absence, the employee granted leave will be prohibited from accessing district office space.

Personal Business Leave

All full time employees (6 hours per day) shall be allowed three (3) days each school year for personal business leave. The first two (2) days are at full pay, but day three (3) is at the sub deduct rate. Personal business leave is not cumulative.

An employee must notify his/her supervisor 48 hours in advance of using personal business leave, unless an emergency prevents such notice. In that instance, the superintendent must approve the leave. If the superintendent is not available, the building principal may give approval.

Personal business leave may not be used on the first or last day of the contract or on a day before or after a holiday.

Bereavement Leave

All full time employees shall be granted bereavement leave with pay to attend funerals for immediate family members (employee's parent, sibling, grandparent or corresponding in-laws). Three (3) days leave will be granted to attend a funeral which is held within Oklahoma, and five (5) days leave will be granted to attend a funeral which is held outside the state.

All full time employees shall be granted five (5) days leave with pay to attend the funeral of the employee's spouse or child.

Employees may also request that their building principal authorize the use of personal business leave days to extend bereavement leave.

Military Leave

It is the policy of the district to provide teachers who are a component of the armed forces in the United States including the members of the National Guard, leave when that teacher is ordered by proper authorities to active duty or service. Military leave shall be without loss of status, efficiency rating pay or benefits during the first thirty (30) working days of such leave. The district will also comply with all other rights guaranteed under state and federal law.

Holidays

Except in instances of urgent business need, 12 month employees will observe the following holidays with pay:

- Independence Day (1 day)
- Labor Day (1 day)
- Fall Break (1 day)
- Thanksgiving (3 days)
- Winter Break (7 days)
- Spring Break (3 days)
- Memorial Day (1 day)

Any employee working during an observed holiday will receive flex time as compensation for the amount of work performed.

Maternity Leave

Full-time employees of the district who have been employed by the district for at least one year and have worked at least 1,250 hours during the preceding 12-month period shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of paid maternity leave shall be used immediately following the birth of the employee's child. The six (6) weeks of maternity leave shall be in addition to and not in place of sick leave due to pregnancy pursuant to 70 O.S. § 6-104. A district employee taking maternity leave pursuant to the new law shall not be deprived of any compensation or other benefits to which the employee is otherwise entitled.

The district shall file claims with the State Board of Education for reimbursement of expenses related to providing eligible employees with paid maternity leave.

With regard to any shared sick leave program which is currently offered or which may be offered in the future by the district, provided maternity leave must be used prior to any shared sick leave available under the district's program.

Vacations/Annual Leaves

Twelve month employees under contract with the board of education will be granted an annual vacation with pay under these terms:

Years of Service	Days	Prorated Amount for Mid-Year Termination
1	10	.83
2	12	1.0
3-4	15	1.25
5-6	17	1.41
7 & above	20	1.66

Vacation days must be approved by the superintendent or assistant superintendent and must be taken between July 1st and June 30th each year. Vacation days are non-cumulative.

During the year of retirement, unused vacation days may be paid based on salary earned per day, excluding fringe benefits. Any employee wishing to utilize this option must make the appropriate arrangements to do so with the payroll department.

Epidemics/Pandemics

District teachers and administrators shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order. Teachers and Administrators are not required to use leave for time lost in these circumstances if the campus is closed and no work is assigned.

This provision does not prevent the District from requiring teachers and administrators to telework from home or another site when the school campus is closed due to an epidemic. Teachers or administrators who have been directed to telework who are unable to work from home or another site due to illness or another reason should utilize their accrued leave to cover their absence.

Reference: 70 OKLA. STAT. §6-101, 70 OKLA. STAT. §6-104, 70 OKLA. STAT. §6-104.1,
70 OKLA. STAT. §6-104.5, 70 OKLA. STAT. §6-105, OKLA. STAT. tit. 70, § 509.12;
Atty. Gen. Op. No. 76-161; OKLA. STAT. tit. 70, § 6-104.1, et seq.

**SUSPENSION, DISMISSAL
AND NONREEMPLOYMENT OF TEACHERS**

1. Definitions and Scope

- A. "Teacher" means a duly certified or licensed person who is employed to serve as a counselor, librarian, school nurse, or any instructional capacity. An administrator shall be considered a "teacher" only with regard to service in an instructional, nonadministrative capacity.
- B. "Dismissal" means the discontinuance of the teaching service of a teacher during the term of a written contract.
- C. "Nonreemployment" means the nonrenewal of a teacher's contract upon expiration of the contract.
- D. "Suspension" means the temporary discontinuance of a teacher's services during the term of a contract pending dismissal or nonreemployment.
- E. "Career teacher" means a teacher who:
 - i. was employed by the School District prior to the 2017-2018 school year and has completed three (3) or more consecutive complete school years in such capacity in the School District under a written teaching contract; or
 - ii. was first employed by the School District under a written teaching contract and:
 - completed three (3) consecutive, complete school years in the District and has an evaluation rating of "superior" for at least two (2) of those years ; or
 - completed four (4) consecutive, complete school years in the District with averaged ratings of "effective" or higher for the four (4) year period with ratings of at least "effective" for the last two (2) of the four (4) years ; or
 - Although the law permits an employee to establish career status after completing four (4) consecutive, complete school years in the district with a board approved principal and superintendent

recommendation, the board will not approve any of these recommendations.

- F. "Probationary teacher" means a teacher who:
- i. was employed by the District prior to the 2017-2018 school year and has completed fewer than three (3) consecutive, complete school years in such capacity in the School District under a written teaching contract; or
 - ii. was employed by the District during or after the 2017-2018 school year under a written teaching contract and has not met the requirements to be a career teacher as described above.
- G. "Abandonment of contract" means a teacher's failure to report at the beginning of the contract term or otherwise perform the assigned duties when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the employment contract .
- H. This policy does not apply to:
- i. substitute teachers,
 - ii. adult education teachers or instructors,
 - iii. nonrenewal of teachers employed on temporary contracts for a complete year;
 - iv. nonrenewal and dismissal of teachers employed on temporary contracts for less than a complete school year.
 - v. administrators, except with regard to service in an instructional, non-administrative position.
- I. This policy does apply to teachers employed in positions *fully funded* by federal or private categorical grants in regard to dismissals or suspensions during the term of employment under the grant, but not in regard to "nonreemployment" at the expiration of the grant.

2. Grounds for Dismissal or Nonreemployment

- A. A career teacher may be dismissed or not reemployed for:
- i. willful neglect of duty,
 - ii. repeated negligence in performance of duty,
 - iii. incompetency,
 - iv. unsatisfactory teaching performance,

- v. instructional ineffectiveness (starting in 2017-2018 this includes but is not limited to being evaluated as “needs improvement” or lower for 3 consecutive years),
- vi. mental or physical abuse to a child,
- vii. commission of an act of moral turpitude,
- viii. abandonment of contract,
- ix. criminal sexual activity or sexual misconduct (as those terms are defined by law) which has impeded the effectiveness of the teacher's performance of school duties,
- x. failure to meet local school board staff development requirements (non-reemployment only),
- xi. engaging in acts which could form the basis of criminal charges sufficient to result in denial/revocation of a teaching certificate, or
- xii. any other grounds hereafter allowed by law.

B. A career teacher shall be dismissed or not reemployed for

- i. conviction of a felony,
- ii. conviction of any sex offense subject to Oklahoma's Sex Offenders Registration Act or another state's or the Federal Sex Offender Registration Provisions, or
- iii. instructional ineffectiveness. (Starting in 2017-2018, this includes but is not limited to teachers with an ineffective rating for 2 consecutive school years.)

Although the law permits the board to approve a superintendent's recommendation that ineffective teachers be retained, the board will not approve such recommendations.

C. A probationary teacher may be dismissed or not reemployed for cause, including but not limited to engaging in acts which could form the basis of criminal charges sufficient to result in denial/revocation of a teaching certificate. Starting in 2017-2018, cause includes, but is not limited to, an ineffective rating for 2 consecutive school years or failure to obtain career status in 4 years

D. A probationary teacher shall be dismissed or not reemployed for

- i. conviction of a felony,

- ii. conviction of any sex offense subject to Oklahoma's Sex Offenders Registration Act or another state's or the Federal Sex Offender Registration Provisions,
- E. A cause listed 2A(i) - (v) for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless corrective action procedures involving admonishment / plan for improvement have been followed. Dismissal or nonreemployment for any cause not listed in 2A(i) - (v) for a career teacher, or not related to inadequate teaching performance for a probationary teacher, shall not require corrective action procedures (i.e. admonishment) to be followed.
- F. Corrective Action – Admonishment / Plan for Improvement
 - i. When an evaluator who has evaluated a teacher pursuant to School District policy identifies poor performance, conduct or an evaluation rating which the evaluator believes may lead to a recommendation for the teacher's dismissal or nonreemployment, the evaluator shall:
 - admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
 - establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the rating on the evaluation or the nature and gravity of the teacher's performance or conduct.
 - ii. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or nonreemployment of a teacher, the evaluator who has responsibility for evaluation of the teacher shall be informed and shall admonish the teacher as described above. If the evaluator fails or refuses to admonish the teacher within ten (10) days after being informed of the problem, the board, superintendent or other administrator who identified the problem shall admonish the teacher.
 - iii. If the teacher does not correct the poor performance or conduct cited in the admonishment within the time specified, the admonishing official shall make a recommendation to the superintendent for the teacher's dismissal or nonreemployment. The superintendent shall furnish a copy of the recommendation to the board of education.

- iv. The District will not prohibit, or take disciplinary action against, a teacher for:
 - a. Disclosing public information to correct what the teacher reasonably believes evidences a violation of the Oklahoma Constitution or law or rule promulgated pursuant to law;
 - b. Reporting a violation of the Oklahoma Constitution, or state or federal law; or
 - c. Taking any of the above actions without giving prior notice to the teacher's supervisor or anyone else in the teacher's chain of command.

Reporting means providing a spoken or written account to a supervising teacher, administrator, school board member, representative from the State Department of Education, law enforcement official, district attorney and/or parent or legal guardian of a student directly impacted by the actions.

The District may discipline any teacher who violates a student or parent/legal guardian's confidentiality rights and protections pursuant to the Family Educational Rights and Privacy Act (FERPA) and any other state or federal law which requires confidentiality of information concerning students.

3. Procedures for Dismissal or Nonreemployment

A. Commencement of Action

- i. Whenever the superintendent determines that cause exists for a teacher's dismissal or nonreemployment, the superintendent shall submit a written recommendation to the board of education. The recommendation shall state the specific ground(s) (statutory grounds, in the case of a career teacher) and specify the underlying facts on which the recommendation is based.
- ii. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation as to reemployment of a teacher, the board may initiate dismissal or nonreemployment action without a recommendation provided that it adheres to the other provisions of this policy and that the corrective action procedures, if applicable, have been followed.

B. Suspension

Whenever the superintendent believes cause exists for a teacher's dismissal and that the immediate suspension of the teacher would be in the best interests of students, the superintendent, or the board of education on the recommendation of the superintendent, may suspend the teacher without notice or hearing. The suspension shall not deprive the teacher of any teaching compensation or other benefits to which he/she would otherwise be

entitled under the teaching contract or law. Within ten (10) days after the suspension becomes effective, the board of education shall initiate a hearing for dismissal pursuant to this policy. However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the teacher's case is finally adjudicated, except such extension shall not include any appeal process.

C. Notice and Hearing

- i. Prior to taking action to dismiss or nonreemploy a teacher, the board clerk or designee shall deliver a copy of the recommendation (or comparable statement of the grounds and underlying facts if the board is acting on its own volition) and notice of hearing rights to the affected teacher. The notice shall contain the date, time, and location of the hearing and shall be delivered by (i) certified mail, restricted delivery, return receipt requested; (ii) personal delivery, with a signed acknowledgment of receipt from the teacher; or (iii) process server. Delivery must be made to the teacher prior to the first Monday in June for a nonreemployment. The hearing shall be held between 20 and 60 days from the teacher's receipt of the hearing notice.
- ii. The teacher hearing before the board of education shall be conducted pursuant to procedures established by the State Department of Education. In the absence of or to the extent not inconsistent with those procedures, the hearing shall be conducted as prescribed in the paragraphs below.
- iii. The hearing shall commence with a statement to the teacher of the teacher's rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the teacher's dismissal or nonreemployment. The teacher shall then have the right to present the teacher's side of the matter. After both the school administration and the teacher have fully presented their respective positions, the board of education shall deliberate on the evidence regarding the teacher's dismissal or nonreemployment in executive session.
- iv. At the hearing, the teacher shall be entitled to be represented by counsel, to cross-examine witnesses presented by the school administration, to present witnesses on the teacher's behalf and to present any relevant evidence or statement which the teacher desires to offer. The burden of proof for any dismissal or nonreemployment shall be on the superintendent (or designee), and the standard of proof shall be a preponderance of the evidence.
- v. After due consideration of the evidence and testimony presented at the teacher's hearing, the board shall vote, in open session, on the following: (1) findings of fact based on the evidence submitted and (2) whether to dismiss or nonreemploy the teacher. The decision shall be made by a majority of the board of education members present at the meeting and shall be final and nonappealable

The motion to dismiss or nonreemploy the teacher should state the specific cause for dismissal or nonreemployment, although such cause need not be a statutory cause for a probationary teacher.

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

D. Criminal Matters

Whenever the superintendent (or board) makes a recommendation for a teacher's termination based on conduct which could form the basis of criminal charges sufficient to warrant revocation of the teacher's certificate, the superintendent shall forward a copy of the recommendation to the Oklahoma State Board of Education and the teacher at the conclusion of any due process provided to the teacher or upon acceptance of the teacher's resignation.

4. Teachers with a Suspended Certificate

A teacher whose certificate has been suspended by the State Board of Education pursuant OKLA. STAT. tit. 70, Section 3-104 and OKLA. STAT. tit. 75, Sections 314 and 314.1 shall be placed on paid suspension while proceedings for revocation or other action are pending before the State Board of Education. During the time the teacher's certificate is suspended, the District may initiate due process procedures in accordance with OKLA. STAT. tit. 70, Section 6-101.20 *et. seq.*

Reference: 70 O.S. §6-101, OAC 210-1-5-8

REDUCTION IN FORCE
CERTIFIED TEACHING PERSONNEL

I. General Matters

- A. Reasons for a Reduction in Force. A teacher may be dismissed or nonreemployed when the board decides that due to (i) a financial exigency or (ii) a program change for institutional reasons or (iii) a decline in enrollment or (iv) other business necessity as determined by the board, a reduction in teaching staff is necessary.
- B. Definitions. For the purpose of this policy, the following terms have the stated meanings:
1. "Financial exigency" means a reduction in the school district's financial resources resulting from declining enrollment or any other action or event that in the sole judgment of the board of education will result in a reduction in the school district's current or future operating budget.
 2. "Program change" means any elimination, curtailment or reorganization of a curriculum offering, program or school operation or a reorganization or closing of a school or consolidation of two or more individual schools or school districts that is unrelated to financial exigency.
 3. "Declining enrollment" means a decrease in the school district's total enrollment or enrollment in a particular program or curriculum offering which in the sole judgment of the board of education may adversely affect the school district's current or future allocation of funds and/or the necessity of maintaining certain current or future class sections or curriculum offerings.
- C. Criteria for Eliminating Positions. The primary criterion in effectuating any reduction in force shall be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the school district. In evaluating its program, the superintendent and the board will consider the elimination of teaching positions, not the teachers occupying those positions. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, the needs of students and those extra duty assignments that require special skill or expertise.
- D. Priority. In determining which teacher(s) will be dismissed or nonreemployed when one or more of a number of identical positions is

eliminated, the following criteria, **in this order**, shall govern:

1. The school district will dismiss or nonreemploy the teacher(s) who has the lowest composite rating under the school district's Teacher and Leader Effectiveness Evaluation System (TLE) in the position being eliminated. Ratings will be calculated by averaging the past three (3) years' ratings (or fewer if 3 years are not available) and will be measured to the nearest hundredth of a decimal point.
 2. If the teachers are equal under the above criteria, then the teacher(s) who has the most seniority in the school district will be retained.
 3. If the teachers are equal under the above criteria, then the school district will retain the teacher(s) who currently holds a contracted extra duty assignment, IF, after the reduction in force, that teacher will continue to be assigned such extra duty assignment.
 4. If no contracted extra duty assignment exists, the school district will retain the teacher who meets any federal requirements, such as "highly qualified" under No Child Left Behind, for the courses assigned to that teacher.
 5. If the teachers are equal under the above criteria, the school district will retain the teacher with the most advanced academic degree status.
 6. If degree status is equal, the school district will retain the teacher having the most versatile certificate in order to enable the school district to have flexibility in planning future curriculum.
 7. If versatility of certificates is equal, the school district will retain the teacher chosen by lot through a process determined by the Superintendent or the Superintendent's designee.
- E. **Bumping.** If a teacher's position is eliminated and the teacher scheduled to be dismissed or nonreemployed (after going through the criteria in section "D" above) has a composite TLE score of effective or above, then in the administration's sole discretion, that teacher may be placed in another position for which the teacher is certified to teach, if the other position is currently held by a teacher who has a composite TLE score that is below effective. Under those circumstances, the teacher with the TLE composite below effective will be dismissed or nonreemployed. If two (2) or more teachers in a specific position have the same composite scores, then the process of section (D) will be used to determine who is dismissed or nonreemployed.
- F. **Adult Education Teachers.** The dismissal and nonreemployment provisions of the Teacher Due Process Act of 1990 do not apply to adult education teachers. Accordingly, adult education teachers are not covered by the protections of this policy and, unless otherwise required by law, are subject to a reduction in force without notice and without compliance with this policy.

II. Procedures

- A. Action by Superintendent. The superintendent, upon receipt of the board's preliminary determination of the necessity for a reduction in force, or upon the superintendent's own volition, shall submit to the board the superintendent's written recommendations for terminating particular teaching positions. In making recommendations, the superintendent (i) shall not be limited to considering only positions in the areas or programs designated by the board and (ii) shall consult with each principal or other administrator in whose school or unit a position elimination/termination is proposed and (iii) shall take into consideration the criteria set out herein.
- B. Action by Board. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation, the board may initiate action without such recommendation provided that it adheres to the other provisions of this policy.
- C. Notice and Hearing Procedures. Prior to taking any action to nonreemploy or dismiss a teacher due to a reduction in force, whether acting on a recommendation of the superintendent or on its own volition, the board shall provide notice and an opportunity for hearing to the affected teacher; provided, however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures shall be the same as those provided by Oklahoma law and board policy regarding dismissal and nonreemployment of teachers for cause. Notice of a recommendation of nonreemployment shall be given to the teacher prior to the 1st Monday in June.
- D. Hearing. At the hearing, evidence may be presented by the administration and the teacher, as to (i) whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the school district and (ii) whether the recommendation to not renew (or dismiss) the specific teacher is being made in good faith and pursuant to the process set out herein.
- E. Effect of Board Decision. The decision of the board based on the evidence presented at the hearing shall be final and unappealable.

III. Reemployment or Other Employment After Reduction in Force

- A. Recall. The recall provisions in this process will only apply and be available to a teacher who had a composite TLE score of at least effective at the time of his/her nonreemployment (or dismissal). For one school year after the effective date of nonreemployment (or dismissal) due to a reduction in force, the board of education shall not fill the specific position previously held by a teacher who was nonreemployed (or dismissed) due to a reduction in force without first offering such position to the nonreemployed (or dismissed) teacher. If more than one nonreemployed (or dismissed) teacher is both

certified and qualified for a position which the teachers previously held with the school district and which becomes available, the board, after receiving the superintendent's advice, shall select the teacher it believes will best fill the position. Nothing in this policy shall give to any nonreemployed (or dismissed) teacher priority rights to fill a vacancy which becomes available and for which they are certified and qualified unless such position is identical to the position which they previously held with the school district.

- B. Recall Procedures. The offer of reemployment shall be made personally or by certified mail, return receipt requested, and the teacher shall be notified that if he/she wishes to accept, he/she must do so in writing within five (5) calendar days of receipt of notice or within ten (10) calendar days of the postmark on the envelope in which the offer is mailed, whichever is shorter. Failure to receive timely acceptance of the offer of reemployment eliminates all reemployment rights of the teacher.
- C. Status After Recall. A career teacher who has been nonreemployed (or dismissed) and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed (or dismissed) but is then reemployed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

IV. Interpretation and Application

The interpretation and application of any provision of this policy shall be the exclusive province of the board of education.

RESIGNATION OF CERTIFIED PERSONNEL

Resignations must be dated and submitted in writing to the superintendent stating the effective date of resignation. Equivocal resignations will not be accepted. A resignation to be effective at the conclusion of a school year must be received prior to fifteen days after the first Monday in June. A resignation to be effective at any other time or to be effective at the conclusion of the school year but received after fifteen days after the first Monday in June does not sever the employment relationship for the subsequent school year unless and until approved by the board.

Resignations offered during the course of the school year will not be accepted unless the superintendent determines that arrangements can be made to avoid a detrimental impact on efficient operation of the school and the board of education concurs.

A resignation may not be withdrawn after it has been accepted by the superintendent and will be considered irrevocable from that date.

Upon receipt of a written resignation from a certified employee the superintendent shall:

1. Make a record of the date upon which the written resignation was submitted either by reference to a certified mail receipt or by writing on the face of the resignation the date of receipt and his/her initials.
2. If the written resignation is to be effective at the conclusion of the current school year and it is received prior to fifteen days after the first Monday in June, notify the employee that their resignation is accepted.
3. If the written resignation is to be effective at any time other than the conclusion of the current school year or to be effective at the end of the school year but is not received until after fifteen days after the first Monday in June, notify the employee that his/her resignation will be considered by the board of education.
4. Place upon the agenda of the next board of education meeting an agenda item for consideration and action on the resignation received.

The board of education may accept or decline to accept the resignation of a certified employee. Provided, that the board of education by adoption of this policy authorizes the superintendent to accept the resignation of those employees submitting resignations prior to fifteen days after the first Monday in June to be effective at the conclusion of the then current school year.

Payment of final compensation shall be processed and disbursed at the scheduled times.

**SPERRY PUBLIC SCHOOLS
BOARD OF EDUCATION POLICY**

Employees – Certified & Administrative

Adopted: June 10, 2013
Revised: September 9, 2013;
October 13, 2014; September 14, 2015;
September 12, 2016

EVALUATION OF PROFESSIONAL STAFF

Evaluation of professional staff is a continuous process; however, formal evaluation will be administered according to the following schedule:

Teachers

For purposes of this policy, teachers are those certified individuals who are employed in an instructional capacity or as a counselor, librarian, or nurse.

- Teachers who have been rated “superior” or “highly effective” under the district’s TLE system and who have completed a minimum of three (3) consecutive school years with the district may be evaluated every three school years, at the discretion of the building principal and if such practice is permitted by the district’s TLE model. For any school year in which a teacher evaluation will not be conducted, the building principal will notify any affected teacher, in writing, that no annual evaluation will be conducted for the teacher that year. A copy of the notice will be included in the employee’s personnel file.
- Teachers with three (3) or more consecutive complete school years of service in the school district and who have not been rated “superior” or “highly effective” under the district’s TLE system shall be evaluated at least once each school year.
- Teachers with less than three (3) consecutive complete school years of service with the school district will be evaluated at least once per school year and in accordance with the district’s TLE model. At a minimum, these teachers will receive formative feedback at least twice per school year, once during the fall semester and once during the spring semester of each school year.

All teachers, even career teachers who are not evaluated during exemption years, must still participate in any professional development / growth goals required by the Oklahoma State Department of Education.

Any teacher for whom student performance data is available will receive feedback regarding that data as a part of the evaluation process. The evaluator may consider that data when evaluating the teacher’s effectiveness.

Any teacher who is rated as “needs improvement” or “ineffective” under the district’s TLE system will be given a comprehensive remediation plan and instructional coaching. The plan and coaching will be developed and implemented based on sound educational practices in conjunction with the unique circumstances affecting the teacher.

Leaders

The superintendent shall be evaluated by the board of education annually pursuant to the district's policy governing the evaluation of the superintendent. Other certified school leaders (principals, assistant principals, and those who supervise classroom teachers) shall be evaluated annually by properly trained personnel designated by the superintendent. The evaluation will be based on the district's TLE model and a written copy of the evaluation will be provided to the leader.

Noncertified administrators are not covered by this policy. Noncertified administrators will be evaluated in accordance with the district's practices governing the evaluation of support employees.

Other

Nothing in this policy shall prevent a formal written evaluation of any professional employee on occasions more often than set forth herein.

All evaluations shall be in writing and the evaluation documents and responses thereto will be maintained in the employee's personnel file.

This policy and the evaluation form utilized to effectuate this policy shall promptly be made available to all persons subject to this policy. Nothing in this policy shall require as a condition precedent to dismissal of any leader/administrator that a prior written evaluation be made of the employee; provided, however, no action to nonreemploy a certified or non-certified leader/administrator shall occur without a written evaluation of the employee.

Reference: OKLA. STAT. tit. 70 § 6-101.3

EMPLOYMENT OF SUBSTITUTE TEACHERS

The board of education employs substitute teachers to follow the daily lesson plan provided by a regular classroom teacher who is unable to be present in his/her class. Individuals wishing to perform duties as a substitute teacher must be annually approved by the board or be subsequently approved by the board for inclusion on the district's master list of substitute teachers. Only substitute teachers included on the district's approved substitute list will be employed by the district. All substitute teachers will be paid at the annual board approved substitute rate of pay.

Prior to employment with the district, a substitute teacher may be required to undergo a background check pursuant to the board's policy governing criminal records searches. General exceptions to the background check requirement relate to teachers of ten or more years who have retired from the district and individuals who have been full time Oklahoma teachers in the past five years at another district where a background check is already available.

The employment of an individual substitute teacher within the district shall be limited as follows:

- maximum of 135 days per school year if the substitute does not have a current or lapsed/expired teaching certificate or bachelor's degree, with a maximum of 135 days in the same assignment;
- maximum of 145 days if the substitute has a lapsed/expired certificate or possesses a bachelor's degree, with a maximum of 145 days in the same assignment; or
- no limit on the number of days within the district or in the same assignment if the substitute holds a valid certificate.

In the event the district is unable to locate a substitute teacher with a valid certificate to teach special education for students with physical disabilities or students with mental retardation, the limitations outlined above may be waived. Prior to waiving these restrictions, the administration will contact the Oklahoma State Board of Education and other local resources to determine the availability of a certified substitute teacher. Substitute teachers teaching special education for more than fifteen (15) consecutive or thirty (30) total days must receive in-service training prescribed by the Oklahoma State Board of Education.

DYSLEXIA/DYSGRAPHIA AWARENESS PROGRAM

The district recognizes that many students suffer from dyslexia and dysgraphia, may require further assistance in the classroom. Accordingly, starting with the 2020-2021 school year, the district will offer an annual dyslexia awareness program to provide teachers with training and resources on dyslexia and to foster a better learning environment for affected students. Starting with the 2023-2024 school year, the annual program shall include information and training regarding dysgraphia.

Beginning with the 2020-2021 school year, the annual dyslexia awareness program will, at a minimum, include:

1. Training in awareness of dyslexia characteristics in students;
2. Training in effective classroom instruction to meet the needs of students with dyslexia; and
3. Available dyslexia resources for teachers, students and parents.

Beginning with the 2023-2024 school year, the annual dyslexia and dysgraphia awareness program will, at a minimum, include:

1. Training in awareness of dyslexia and dysgraphia characteristics in students;
2. Training in effective classroom instruction to meet the needs of students with dyslexia and dysgraphia; and
3. Available dyslexia and dysgraphia resources for teachers, students and parents.

Reference: OKLA. STAT. tit. 70, § 6-194(F)