



TWIN HILLS PUBLIC SCHOOL  
CERTIFIED EMPLOYEE HANDBOOK  
2015--2016

## **Employment Policy**

The Twin Hills Board of Education fully supports a policy of equal employment opportunity in all job classifications of Independent School District Number C011. Equal opportunity shall be provided for all regular employees and applicants for employment on the basis of their demonstrated ability and competence without discrimination because of their race, color, religion, gender, national origin, and age. All school district personnel concerned with recruitment, hiring, training, assignments, promotions, transfer, compensation, dismissal, and all other employment practices are directed to govern personnel actions and procedures within the intent of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Act of 1972, and additional laws and orders that pertain to the employment policies of the Twin Hills Public Schools. This policy supplements the nondiscrimination policy (shown below).

## NOTICE OF NONDISCRIMINATION

Twin Hills Public School does not discriminate on the basis of race, color, national origin, gender, age, or disability in admission to its programs, services, or activities, in access to them, in treatment of individuals, or in any aspect of their operations. The Twin Hills Schools also does not discriminate in its hiring or employment practices.

This notice is provided as required by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. Questions, complaints, or requests for additional information regarding these laws may be forwarded to the designated compliance coordinator(s).

Name/Title:  Gary McElroy/Superintendent

Office Address:  7225 Twin Hills Rd. Okmulgee, Ok 74447

Phone Number:  918-733-2531

Days/Hours Available:  8:00 – 3:30 on school days

**TWIN HILLS SCHOOL DISTRICT  
GRIEVANCE PROCEDURE FOR FILING, PROCESSING  
AND RESOLVING ALLEGED DISCRIMINATION COMPLAINTS**

**I. DEFINITIONS**

- A. **Discrimination Complaint:** A written complaint alleging any policy, procedure or practice which discriminates on the basis of race, color, national origin, gender (including sexual harassment), religion, age or disability.
- B. **Grievant:** Any person enrolled in or employed by the School District who submits a complaint alleging discrimination based on sex (including sexual harassment), race, color, national origin, religion, age or disability. Sexual harassment is a prohibited type of sexual discrimination under Title IX Coordinator. For purposes of any complaint alleging a violation of Section 504, in addition to those identified as possible grievant in this paragraph, members of the public may also be potential grievant. For purposes of this policy, a parent or guardian's complaint or grievance shall be handled in the same manner as a student's complaint would be.
- C. **Title IX, ADA, Title VI and VII and 504 Coordinator(s):** The person(s) designated to coordinate efforts to comply with and carry out responsibilities under Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, Titles VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973 and any other state and federal laws addressing equal educational opportunity. The Coordinator under Title IX, ADA, Title VI and VII and 504 is responsible for processing complaints and serves as moderator and recorder during hearings. The Coordinator of each statutory scheme may be the same person or different persons.
- D. **Respondent:** The person alleged to be responsible for the alleged discrimination contained in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.
- E. **Day:** Day means a working day when the School District's main administrative offices are open. The calculation of days in complaint processing shall exclude Saturdays, Sundays and legal holidays.

**II. PRE-FILING PROCEDURES**

Prior to the filing of a written complaint, the student or employee is encouraged to visit with the building principal or the District's Title IX, ADA, Title VI and VII or 504 Coordinator, as applicable, and reasonable effort should be made at this level to resolve the problem or complaint.

### III. FILING AND PROCESSING DISCRIMINATION COMPLAINTS

- A. The Grievant submits a written complaint to the Coordinator, as applicable, stating the basis, nature and date of the alleged discrimination, the names of persons responsible (where known) and requested action. If the applicable Coordinator is the person alleged to have committed the discriminatory act(s), then the complaint should be submitted to the Board President for assignment. Complaints must be submitted within 30 days of alleged violation or date Grievant has become knowledgeable of alleged violation. Complaint forms are available from the offices of the District's Title IX, ADA, Title VI and VII and 504 Coordinators.
- B. The Coordinator conducts an investigation within 10 days of receiving the complaint, to the extent reasonably possible, which may include but not be limited to, interviewing the Grievant, any witnesses, review of documents and interviewing the Respondent. The Coordinator will ask the Respondent to (1) confirm or deny facts; (2) indicate acceptance or rejection of the Grievant's requested action; and (3) outline alternatives.

As to complaints of discrimination by students and school employees, the Coordinator will disclose the complaint, the identity of the Grievant and information regarding the person who allegedly committed the discriminatory act only to the extent necessary to fully investigate the Grievant and only when the disclosure is required or permitted by law. If a complainant wishes to remain anonymous, the Coordinator will advise him or her that such confidentiality may limit the School District's ability to fully respond to the complaint. If a Grievant asks to remain anonymous, the Coordinator will still proceed with its investigation.

- C. The Respondent will submit a written answer within 10 days to the applicable Coordinator.
- D. Within 5 days after receiving Respondent's answer, the applicable Coordinator will refer the written complaint and Respondent's written answer to the Principal or Other Designee for a hearing. If any person charged with decision making responsibility at any level of this grievance procedure is the person alleged to have committed the discriminatory act(s), then a different decision maker will be appointed to maintain impartiality. The Coordinator will schedule the hearing with the Grievant, the Respondent, the Principal or Other Designee. The hearing will be conducted within 10 days after the Coordinator receives Respondent's answer.
- E. At the hearing, the Principal or Other Designee will review the information collected through the investigation and may ask for additional oral or written evidence from the parties and any other individual he or she deems relevant. The applicable Coordinator will make arrangements to audiotape any oral evidence presented. In circumstances involving allegations of sexual harassment, the Coordinator may determine that it is appropriate and reasonable to separate the individual who is allegedly being sexually harassed from the alleged harasser in the hearing.

- F. Within 5 days after the hearing, the Principal or Other Designee will issue a written decision to the Grievant, Respondent and applicable Coordinator.
- G. If the Grievant or Respondent is not satisfied with the decision, he or she must notify the applicable Coordinator within 5 days and request, in writing, an appeal to the Superintendent. The written appeal shall contain a specific statement of the basis for the appeal.
- H. Within 5 days after receiving the appeal, the applicable Coordinator will refer the appeal and the evidentiary record created below to the Superintendent. The applicable Coordinator will schedule a hearing with the Grievant, Respondent and Superintendent within 10 days of receiving the appeal.
- I. The Superintendent will act as an intermediate level of appeal by reviewing the Principal or Other Designee's decision and the oral and written evidence presented below and making a decision. At the hearing, the Superintendent may ask for additional oral or written evidence from the parties and any other individual he or she deems relevant. The applicable Coordinator will make arrangements to audiotape any oral evidence presented.
- J. Within 5 days after the hearing, the Superintendent will issue a final decision in writing to all parties involved.
- K. If the Grievant or Respondent is not satisfied with the decision, he or she must notify the applicable Coordinator, in writing, within 5 days and request an appeal to the Board of Education. The written appeal shall contain a specific statement of the basis for the appeal.
- L. The applicable Coordinator will notify the Board of Education, in writing, within 5 days after receiving the appeal. The Clerk will place the appeal on a board agenda within 30 days from the date of notification to the Board of Education.
- M. The Board will act as an appellate body by reviewing the decisions and the oral and written evidence presented below and making a decision. At the Board meeting, the Board may ask for oral or written evidence from the parties and any other individual it deems relevant. The Clerk will make arrangements to audiotape any oral evidence presented. Within 5 days of the meeting, the Board will issue a final decision in writing to all parties involved.

#### IV. GENERAL PROVISIONS

- A. Extension of time: Any time limits set by these procedures may be extended by mutual consent of the parties involved. The total number of days from the date the complaint is filed until the complaint is resolved shall be no more than 120 days.
- B. Access to Regulations: Upon request, the School District shall provide copies of any School District regulations prohibiting discrimination on the basis of race, color, national origin, religion, gender, age or disability.

- C. Confidentiality of Records: Complaint records will remain confidential, to the extent allowed by law, unless permission is given by the parties involved to release such information. All complaint records will be kept separate from any other records of the School District. No complaint record shall be entered in any personnel file unless adverse employment action is taken against an employee. Complaint records shall be maintained on file for three years after complaint resolution.
- D. Representation: The Grievant and the Respondent may have a representative assist them through the grievance process and accompany them to any hearing.
- E. Retaliation: No reprisals or retaliation will be allowed to occur as the result of the good faith reporting of a discrimination complaint.
- F. Basis of Decision: At each step in the grievance procedure, the decision maker will take or recommend the taking of appropriate measures based on the facts, as revealed by the investigation and hearing, taken as a whole, and the totality of the circumstances, such as the nature, extent, context and gravity of the activities or incidents.
- G. Section 504 Due Process Procedures: For information concerning due process procedures under Section 504, the Grievant should contact the 504 Coordinator.

Adopted this \_\_\_\_ day of \_\_\_\_\_.

**GRIEVANCE FORM**

1. Name and Address of Charging Party (Grievant):

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

2. Date: \_\_\_\_\_

3. Phone numbers where Grievant may be reached:

Home: \_\_\_\_\_  
Office: \_\_\_\_\_  
Other: \_\_\_\_\_

4. Statement of grievance (please provide as detailed a statement as is possible and feel free to attach supplemental pages if necessary for a complete understanding of your concerns):

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

5. Please identify any documents or other materials which support your grievance. If documents or materials are in your possession, please attach copies to this grievance.

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

6. Please identify what action or relief you are seeking as a result of this grievance.

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

\_\_\_\_\_  
Signature of Grievant

**IF, AS A RESULT OF A DISABILITY, YOU NEED ASSISTANCE IN COMPLETING THIS FORM,  
PLEASE CONTACT THE DISTRICT'S ADA COORDINATOR,**

ADA COORDINATOR  
TWIN HILLS SCHOOL DISTRICT  
7225 TWIN HILLS RD  
TWIN HILLS, OK 74447  
Telephone: (918) 733-2531

## **NONDISCRIMINATION (REGULATIONS)**

In accordance with the policy of the board of education, the following regulations shall apply to insure that all local, state, and federal laws, regulations, and guidelines are followed.

### General

In order for the school district to continue to receive federal financial assistance, it must comply with Title IX and the regulations promulgated through the U.S. Department of Health, Education and Welfare by the Department's Office for Civil Rights interpreting Title IX. If any program or activity of this district fails to comply with Title IX, or the federal administrative regulations implementing Title IX, public hearing would be held by the federal government which could result in the termination of federal funding of this district.

In addition to these sanctions, however, the board of education is of the general view that discrimination on the basis of gender in any education program or activity of this district is not to be permitted except where necessary to accomplish a specific purpose that does not impinge upon essential equality or fundamental fairness in the treatment of students or employees of this district. Accordingly, employees of this district are required by these regulations to comply with these provisions in relation to any rule or regulation adopted by the board of education of this district and to any state and federal laws applicable to this district.

### Application to Specific Education Programs and Activities

This prohibition against action by employees or other persons acting in the name and on the behalf of this district which bases any exclusion from participation in, denial of benefits from, or discrimination in, any educational program or activity because of the gender of a student or employee applies to all education programs and activities conducted by this district including, but not limited to, the following:

#### I. Educational Programs

A. Athletics—Applies to all athletic programs or activities, except that separate teams for members of each gender may be operated:

1. When the sport involved is a contact sport; or
2. Where selection for the separate teams is based upon competitive skill, provided that where there is no such team for the excluded gender, members of the excluded gender must be allowed to tryout for the team unless the sport involved is a contact sport, as defined above.

Equal athletic opportunity shall be provided for members of both genders, including equal provision for equipment, supplies, coaching, facilities, services, and publicity, except that unequal aggregate expenditure of funds for members of each gender or male and female teams will not in or of itself constitute a violation of these regulations.

- B. Counseling—Applies to all counseling and guidance activities at the elementary school level.
- C. Textbooks—Nothing in these regulations shall be interpreted as requiring or prohibiting or abridging in any way the use of particular textbooks or curricular materials.

## II. Other Activities or Facilities

- A. Financial Assistance—Applies to offering scholarship or other aid or assisting non-school organizations in the offering of scholarships or other aid to students of this district.
- B. Employment Assistance—Applies to all efforts to place students in employment. The district shall, as part of any employment assistance program for students, ensure that all employment opportunities are made available without discrimination on the basis of gender and refuse participation in its student employment program to employers who would practice such discrimination.
- C. Health and Insurance—Applies to all health or insurance policies offered to students but does not prohibit benefits or services which may be used by a different proportion of students of one gender than of the other, including family planning. If full coverage is provided, such coverage must include gynecological care.
- D. Housing—Nothing in these regulations shall be interpreted as prohibiting the separation of students by gender in housing for field trips or other reasons. Such separate housing must be comparable in quality and availability.
- E. Toilet, Locker, and Shower Facilities—Separate toilet, locker, and shower facilities may be provided on the basis of gender. Such facilities shall be comparable to similar facilities provided for students of the other gender.

No rule on marital, family, or parental status that treats one gender different from the other shall be applied or enforced.

## III. District Employment Activities

Applies to all aspects of the district's employment programs, including but not limited to, recruitment, advertising, process of application for employment, promotion, granting of tenure, termination, layoffs, wages, job assignments, leaves of absence of all types, fringe benefits, training programs, employer-sponsored programs, including social or recreational programs and any other term, condition, or privilege of employment. Specifically, the following personnel employment practices are prohibited:

- A. Tests—Administration of any test or other criterion which has a disproportionately adverse effect on persons on the basis of gender unless it is a valid predictor of job success and alternative tests or criterion are unavailable.
- B. Recruitment—Recruitment of employees from entities which furnish as applicants members of only or predominately one gender, if such action has the effect of discrimination on the basis of gender.
- C. Compensation—Establishment of rates of pay on the basis of gender.

- D. Job Classification—Classification of jobs as being for males or females.
- E. Fringe Benefits—Provision of fringe benefits on the basis of gender; all fringe benefit plans must treat males and females equally.
- F. Marital and Parental Status—Any action based on marital or parental status; pregnancies are considered temporary disabilities for all job-related purposes and shall be accorded the same treatment by the district as are all other temporary disabilities. No inquiry shall be made by the district in job applications as to the marital status of an applicant, including whether such applicant is “Miss” or “Mrs.,” but inquiry may be made as to the gender of a job applicant for employment if made of all applicants and is not basis for discrimination.
- G. Employment Advertising—Any expression of preference, limitation, or specification based on gender, unless gender is a bona fide occupational qualification for the particular job in question.

Policy Enforcement

To ensure compliance with board policy, the superintendent shall:

- I. Designate a member of the administrative staff to:
  - A. Coordinate efforts of the district to comply with these regulations;
  - B. Develop and ensure the maintenance of a filing system to keep all records required under these regulations;
  - C. Investigate any complaints of violation of these regulations;
  - D. Administer the grievance procedure established in these regulations; and
  - E. Develop affirmative action programs, as appropriate; and
- II. Provide for the publication of these regulations on an ongoing basis to students, parents, employees, prospective employees, and district employee unions or organizations, such publication to include the name, office, address, and telephone number of the compliance administrator designated above.

**GENDER HARASSMENT**

The policy of this school district forbids discrimination against any employee or applicant for employment on the basis of gender. The Twin Hills Board of Education will not tolerate gender 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

- I. 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.

## II. 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

#### I. 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.

#### II. 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

- I. 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 which 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.
- II. 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.
- III. 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  
42 U.S.C. § 2000e-2  
29 C.F.R. § 1604.1, et seq.**

**GENDER HARASSMENT REPORT FORM**

TO: Twin Hills Board of Education

FROM: \_\_\_\_\_ (Grievant's full name)

Grievant's relationship to the school district:

\_\_\_\_\_ Student \_\_\_\_\_ Vendor  
Classification \_\_\_\_\_  
\_\_\_\_\_ Employee \_\_\_\_\_ Volunteer  
Job Title \_\_\_\_\_

Home Address: \_\_\_\_\_

Work Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Name(s) and title(s) of the individual(s) you believe sexually harassed you: \_\_\_\_\_

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

Date, time, place, and location of incident(s): \_\_\_\_\_

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

Please use reverse of this form or attach additional sheets if necessary.

Please list any witness(es) to the above-described incident(s): \_\_\_\_\_

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

I certify that I have completed this report to the best of my ability. The information I have provided is a true and accurate account which is correct and complete to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(If under 18, parent must sign as well.)

This report was received by: \_\_\_\_\_

# Standards of Performance and Conduct for Teachers

Approved by the State Board of Education, March 1992

Professional Services Division

(70 O.S. Supp. 1990 6-101.21 and 101.22)

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 nurture of the democratic principles.

In recognition of the magnitude of the responsibility inherent in the teaching process and by virtue of the desire of the respect and confidence of their colleagues, students, parents, and the community, teachers are to be guided in their conduct by their commitment to their students and their 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, or
  - c. grant any advantage to any student;
7. Shall not use professional relationships with students for private advantage; and
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by law or is required by law.

## 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 judgement, 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 any entry into the profession of a 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 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; and
8. Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.

### **Principle III**

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

1. Willful neglect of duty,
2. Repeated negligence in performance of duty,
3. Mental or physical abuse to a child,
4. Incompetency,
5. Instructional ineffectiveness,
6. Unsatisfactory teaching performance, or
7. Any reason involving moral turpitude.

B. Subject to the provisions of the Teacher Due Process Act, a probationary teacher may be dismissed or not reemployed for cause.

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

D. A teacher may be dismissed, refused employment or not reemployed 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. As used in this subsection;

1. "Criminal sexual activity" means the commission of an act as defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
2. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity.

## **Dress and Grooming Standards**

Teachers occupy a special position within the education community, particularly with respect to their ability to serve as a positive influence for students. Dress and personal grooming must not offend common standards of decency, contain language which refers directly or indirectly to drugs, alcohol or tobacco, contain direct or indirect sexual references, present health or safety problems, or otherwise be inappropriate dress or grooming for the educational process in which the teacher is engaged.

## **Election to Employment**

All nominations for positions except the Superintendency shall be made to the Board of Education in writing by the Superintendent.

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

All positions shall be classified for purposes of salary and promotion.

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

## **Change of Name or Address**

Any employee whose name is changed by marriage, a divorce or other legal procedures must immediately notify the Superintendent's Office of such change. Such immediate notification of the Superintendent is also required when the teacher or other employee changes his/her address.

## **Terminal Contracts**

Terminal contracts shall be issued only to teachers who are to be assigned to positions or programs which are limited as to duration and/or funding.

## **New Teacher Certification/Licensing**

Article VI, Section 144, of the School Laws of Oklahoma states:

**“After January 31, 1982 the board of education of each school district shall employ and contract in writing, as required in Section 6-101 of title 70, only with persons certified to teach by the Board or with entry-year teachers, in accordance with the act, except as otherwise provided by law.”**

The procedures for all new teacher candidates are as follows:

1. Contracts are not signed or issued until a certificate or license is on file.
2. Securing the certificate/license is the teacher's responsibility and a condition of his/her employment.
3. In cases where a teacher candidate meets certification/licensing requirements but has not yet received a certificate/license, the district will allow (according to law) the candidate to work as a substitute teacher for a period of seventy days at the substitute rate of pay.
4. Since contracts are not signed until after the certificate/license is on file, contract salary payments are retroactive only to the date of the contract signing and not the date of the certificate/license or date of employment.

5. Teacher candidates failing to file a certificate/license within the first twenty (20) working days will be relieved of their duties and any commitment previously made by the district will be null and void.
6. Teacher candidates working on a substitute teacher basis will not be entitled to any fringe benefits during the said period of service.

### **Beginning Teachers**

Every beginning teacher who holds a valid Oklahoma teaching certificate but has no teaching experience shall serve under the guidance and assistance of a mentor teacher for a minimum of one (1) school year as intended in House Bill 1706. However, no beginning teacher shall serve under the guidance and assistance of a mentor teacher for fewer than 120 days.

### **Residency Program**

Effective February 1, 1982, every beginning teacher who graduates after January 31, 1982 will be assigned a Residency Committee. All persons who graduated from an accredited institution of higher education before February 1, 1982 and not meeting approved program certification requirements prior to that date or not holding a valid certificate on February 1, 1982 shall be assigned a Residency Committee.

In order to qualify for an Oklahoma teaching certificate, House bill 1706 requires the licensed teacher to participate in the Residency Program during the initial year of teaching in an accredited school under the guidance and assistance of a Mentor and Residency Committee.

### **Payment of Contract Teachers Without Valid Certificates/Licenses**

A contract teacher without a valid teaching certificate or license on file in the Superintendent's Office on the first day of the contract year will be paid at the substitute teacher rate of pay for each day worked without certification for a period not to exceed seventy (70) working days. The teacher being paid at the substitute rate of pay will be reimbursed for the difference between substitute pay and the regular rate of pay after a valid certificate is filed, provided the certificate covers the period in question.

After seventy (70) working days, a teacher without certification will not be allowed to return to the classroom until a valid certificate is on file in the Superintendent's Office. A substitute teacher will be placed in the noncertified teacher's classroom during the interim and no reimbursement will be made for the period during which the noncertified teacher is off the job.

## **SALARY**

Salary is based on the State Minimum Teacher Salary Schedule according to Oklahoma mandate **70 O.S. § 18-114.13**.

**Benefits:** 100% of health insurance for Healthchoice High Premium.

**Flexible Benefit Allowance:** Senate Bill 902 passed during the 1998 legislative session authorized the payment of a flexible benefit allowance to eligible school district employees. Teachers shall, in accordance with the legislation, receive a flexible benefit allowance in the amount of 100% of the cost of insurance which shall be allocated to insurance or made in the form of a taxable cash payment to the employee in the amount of \$69.71. The district will contribute toward the employee's premium for health insurance based upon board approval, if the employee participates in the State Employee Insurance Plan.

### **Travel Reimbursement**

- (a) Certificated personnel such as traveling instrumental music teachers, nurses, and speech therapists, whose assignments require scheduled travel between two or more buildings or travel between buildings and homes, shall be reimbursed at the IRS rate of .565 cents per mile for use of personal automobiles.
- (b) Administrative staff members and certificated personnel (such as subject matter instructional supervisors) whose assignments require travel, but not on a regularly scheduled basis, shall be reimbursed at the rate of fifty 0.565 cents per mile for use of personal automobiles.
- (c) Travel must be pre-approved by building principal or superintendent.

**TWIN HILLS PUBLIC SCHOOL  
POLICY FOR  
TRAVEL AND EXPENSES REIMBURSEMENT**

It is the policy of the board of education that official school travel for board members must be approved in advance by the board and travel for employees will be approved in advance by the building administrator or the Superintendent. Requests and arrangements for employee travel will originate from the appropriate building administrator's office. Travel requests will be made as early as possible and placed on the building calendar as well as the master calendar. Emergency travel will be placed on the respective calendars as soon as possible following the travel.

The school will reimburse reasonable costs, subject to the availability of funds, for approved and documented travel. Lodging expense will be reimbursed at actual cost for a single occupancy room. Receipts must document these expenses.

Documented meal costs will be reimbursed in an amount not to exceed \$25.00 per day when appropriate receipts are provided, when an overnight stay is required.

Expenses for registration, parking, toll charges, and similar expenses will be reimbursed when documented by receipt or notarized affidavit.

School vehicles, when available, may be used for official business only. Private vehicles may be used when school vehicles are not available. If a school gasoline credit card is used, mileage will not be reimbursed. Mileage expense will be reimbursed at the rate of 0.565 per mile using the most recent map available when a school gasoline credit card is not used.

Claim forms for travel expenses are available in this handbook. The form will be completed and approved in the respective building and hand-delivered to the business office for approval by the Superintendent for payment.

**REFERENCE: 70 O.S. 5-117**

**ADOPTION DATE: November 11, 2013**



## **Procedure for Securing Substitute Teachers**

**Contacting the Substitute:** Call building Principal or building Secretary as soon as possible when needing a substitute.

### **Absence with Pay**

#### **A. Sick Leave**

An employee may use accumulated sick leave for personal illness, or illness or death in the immediate family.

**Written Request** – A written request is not required.

**Prior Approval** – Prior approval is not required.

**Employee Absence Report**—Employee will fill out absence report and turn in to the office upon returning from sick leave.

#### **B. School Business**

If the Principal and the teacher reason that a school sponsored activity or some activity endorsed by the school system requires that a teacher be away from regularly assigned duties, either as an individual or with students, provided substitutes may be allowed.

Note: Upon approval by the appropriate district level personnel, a substitute will be provided for a teacher who must move from one room to another within a school building.

#### **Written Request**

A request for a teacher or counselor should be submitted through the Principal to the Superintendent. The Superintendent will direct the request to the proper approving authority. Such request should be submitted several days before the anticipated date of absence.

#### **Prior Approval**

Prior approval for teachers and counselors will be obtained from the appropriate supervisor. Approval for support personnel will be obtained from the supervisor.

Principals are to submit requests to and receive approval from the Superintendent.

#### **C. Military Leave**

#### **Written Request**

Written request should be submitted to the Superintendent after being initialed by Principal or other appropriate supervising authority. A copy of official orders must be submitted with request.

#### **Prior Approval**

Prior approval will be obtained from the Superintendent. (See Leaves of Absence).

#### **D. Temporary Leave**

The Twin Hills Public Schools shall provide temporary leaves, with pay, for the time necessary for appearance in legal proceedings affecting the employee's employment, the school, the system, or in other legal proceedings as required by

law except those in which the employee is the defendant or plaintiff. Jury duty is included in this category.

**Written Request**

Written request should be submitted to the Superintendent after initialed by the Principal.

**Prior Approval**

Prior approval should be obtained from the Principal.

**Substitute Deduct**

Under certain conditions, the Superintendent may grant a leave of absence for professional reasons in the event such leave is approved in advance. An amount not to exceed the cost of a substitute teacher shall be deducted from the salary of the regular teacher. Sub deduct will also be used when sick leave is exhausted.

**Written Request**

Requests will be submitted through the Principal to the Superintendent.

**Prior Approval**

Prior approval should be obtained from the Superintendent.

**Full Pay Deduct**

Should it become necessary for an employee to be absent for any reason not applicable or approved according to the Board of Education policies for granting leave beyond the number of working days for which sick leave benefits are provided, for each day of absence then shall be deducted 1/180<sup>th</sup> of the employee's salary.

**Written Request**

Requests will be submitted through the Principal to the Superintendent.

**Prior Approval**

Prior approval should be obtained from the Principal and the Superintendent.

**Suspension of Employees**

If an employee violates the terms of his or her contract, the Superintendent, her designated authority, or the Principal shall have the right to recommend suspension of the employee as a disciplinary measure, subject to provisions of Senate Bill 249 or House Bill 1008.

If an employee is charged with a felony offense or any misdemeanor offense involving moral turpitude, the Superintendent, or his designated authority, shall have the right to suspend the employee pending the outcome of the charge.

Any employee, who is convicted of a felony offense or a misdemeanor offense involving moral turpitude will be subject to dismissal by the Board of Education upon recommendation of the Superintendent.

**Leave Policy  
Certificated Personnel  
Sick Leave**

Each teacher will receive a sick leave credit of ten (10) working days for each school year of service in the Twin Hills Public Schools. Ten (10) sick leave days will accrue each year when the teacher reports for work. The District will grant ten (10) days of sick leave and twenty (20) days of sub deduct to each teacher who **reports** to work at the beginning of the school year. Teachers on approved leave will be granted ten (10) days of sick leave and twenty (20) days of sub deduct. Unused sick leave will accumulate from year to year as long as the employee remains continuously employed by the Twin Hills Public Schools. Accumulated sick leave credit will be reduced by one (1) day for each day on which the employee is absent for reasons covered by the sick leave policy. A teacher shall not be discouraged from exercising his/her legal right to use personal leave or legitimate sick leave.

**A. Use of Sick Leave**

A teacher may use accumulated sick leave only for personal illness or illness or death in his or her immediate family. When it is not possible for employees to schedule routine doctor or dental appointments before or after normal working hours, the building Principal or the employee's supervisor should consider having the employee's duties covered for a short time period. The term "illness" shall include temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom.

**B. Misuse of Sick Leave Benefits**

In order that maximum benefits may be provided to all employees in time of valid need, it is imperative that proper controls be used to eliminate the misuse of sick leave. An employee who abuses the sick leave policy is subject to dismissal or other disciplinary actions.

Any employee may be required to submit appropriate evidence concerning the cause of absence in order to qualify for sick leave benefits. Appropriate evidence will include any of the following at the direction of the Administration.

1. A physician's statement endorsed by the employee
2. The employee's statement endorsed by the Principal or immediate supervisor
3. Copies of claims submitted for insurance benefits
4. Such other information as may be indicated by the circumstances

Appropriate evidence will be submitted:

1. When requested by the Principal, immediate supervisor or Superintendent
2. When sick leave is claimed on days of unusual or inclement weather
3. When sick leave is claimed on days immediately preceding or immediately following holidays or nonwork days other than weekends
4. When sick leave is claimed during the last four (4) weeks of employment

**C. Sick Leave Records**

Sick leave records will be maintained by payroll and shall be considered final. Each employee, upon request, shall receive a statement of his or her accrued sick leave.

#### **D. Exhaustion of Sick Leave**

If, after exhausting all sick leave, a teacher is absent from his or her duties due to personal accidental injury, illness or pregnancy, the teacher shall receive the full contract salary less the amount actually paid a substitute teacher for his or her position for an additional period of twenty (20) days.

#### **E. Automatic Leave of Absence**

Twenty (20) working days after a teacher exhausts accumulated sick leave and yet remains unable to return to work because of personal illness the teacher will be placed on automatic leave of absence, without pay, until the end of the the current school year, unless the teacher resumes his or her duties at an earlier date. A teacher who is unable to resume regularly assigned duties before the expiration date of the automatic leave of absence will be deemed to have terminated his or her employment unless the individual is qualified for and applies for an extended leave of absence for a personal illness under subsequent provisions of this policy. When an employee is placed on automatic leave of absence, a replacement may be assigned to the position at the regular salary to which the replacement would be entitled as a regular employee for the remainder of the school year or until such earlier date as the regular employee returns to the assignment.

While on automatic Leave of Absence, after exhausting Family and Medical Leave Act leave, an employee must pay the district portion of the dental and health insurance premiums as well as any dependent coverage in order to keep this coverage in force.

**Requests to return from leave of absence for personal illness should be directed to the Superintendent and must be accompanied by a physician's statement indicating fitness to resume essential job functions.**

#### **Family and Medical Leave**

The District reserves the right to, in the event of an FMLA qualifying condition, require the employee to submit appropriate medical information consistent with the Family and Medical Leave Act.

It is the intent of the District to comply with the mandatory requirements of the Family and Medical Leave Act in questions which arise with regard to an employee's entitlement to Family and Medical Leave. Mandatory provisions of the Family and Medical Leave Act shall control in the event of a dispute.

An employee may be granted up to twelve (12) weeks of leave for conditions covered under the Family and Medical Leave Act of 1993. The leave may be an unpaid leave or may be unpaid leave combined with applicable accrued vacation, personal business and/or sick leave days. To qualify for leave under the Family and Medical Leave Act of 1993, an employee must meet the following conditions:

1. The employee must be employed at least one (1) full year by Twin Hills Public Schools;
2. The employee must have worked at least 1,250 hours during the previous twelve-month period; and
3. The employee must request leave for a reason covered by the Act.

Family emergency leave may be granted for the following reasons:

1. Child Care: To care for the employee's child, after birth;
2. Placement Leave: For adoption or foster care;
3. Family Leave: To care for employee's spouse, son, daughter, or parent who has a serious health condition; or
4. Personal Illness: For a serious health condition that makes the employee unable to perform the employee's job.

PLEASE NOTE: An employee's accrued vacation and/or personal leave days will become a part of the 12-week period for placement leave under the Act; and an employee's accrued vacation, personal leave and/or sick leave will apply to the 12-week period for family leave, child care or personal illness under this Act.

To request leave under the provisions of this policy, and eligible employee should follow the steps below:

- 1, Write a letter requesting the leave to the Superintendent. State the beginning and ending dates of the requested leave and the reason leave is requested.
2. If the leave is requested for personal illness, a doctor's statement will be required.

When a request for leave under this Act has been received by the Superintendent, the employee will be forwarded all necessary forms and instructions to apply for the leave.

Additional information on the Family and Medical Leave Act shall be available at each school site and in the Administration Office. Each employee may review the District document.

### **Personal Business Leave**

Three (3) days of Personal Leave will be granted upon request by a teacher. Use of this leave shall be at the discretion of the individual teacher as long as the Principal or immediate supervisor is afforded at least 24 hours notice of an intent to take personal business leave. Otherwise, the leave must be approved by the Principal. Every effort should be made by the teacher to notify the Principal or immediate supervisor of intent to take the leave.

The practice of granting Personal Leave to teachers the day before or after an official non-work holiday will continue. The practice of granting Personal Leave before and after holidays, or at the beginning or end of school, is strongly discouraged. However, if approved by the teacher's Principal or immediate supervisor, teachers may use Personal Leave days before or after holidays for events involving immediate family members such as weddings or graduations. Personal Leave may be granted for unusual occasions on an individual basis.

When a teacher is unable to report back to work following a holiday due to a travel emergency, tentative approval, by the teacher's Principal or immediate supervisor, will be granted pending appropriate notification and completion of required documentation. Any unused Personal Business Days will be added to accumulated sick leave. If personal leave is exhausted, staff may request from the

building principal the use of sick leave should special circumstances arise. If approval is not granted, 1/180<sup>th</sup> of salary shall be deducted for each day above the three days allowed for personal business.

### **Temporary Military Duty**

In order to be qualified for a temporary military leave of absence, an employee must be employed on a permanent basis with the Twin Hills Public Schools. When an employee who is a member of the National Guard or any reserve component of the Armed Services of the United States is ordered to temporary active duty, the School District will protect the employee from loss of pay during the first 30 days of such period of temporary active duty.

### **Legal Proceedings**

An employee will be granted a temporary leave of absence, with pay, for court appearances and legal proceedings directly affecting the employee's employment, the school, the school system; or involuntary court appearances required by subpoena except in cases in which the employee is a party to the action. Jury duty is considered as involuntary court appearance. Fees received by the employee for jury service shall be paid by the employee to the Treasurer of the School District, except for jury duty when school is not in session.

### **Extended Leaves of Absence**

Extended leaves of absence without pay may be granted for the reasons stated in this section only after the employee has been employed by the Twin Hills School District for at least three (3) consecutive years as a full-time contract teacher, except in cases of involuntary military service. Extended leaves of absence will not be granted to employees who do not meet the conditions or who fail to follow the procedures outlined in this policy. All extended leaves of absence are granted to June 30 of the year in which the leave commences and may be renewed in certain instances upon written request as stated below. Employees requesting an extended leave of absence or renewal of a previously granted extended leave of absence shall submit a written request to Administration. Such request shall designate the reason for such leave, and the beginning and terminal dates of the requested leave shall be filed, when possible, not less than one (1) month prior to the beginning of the requested leave of absence. All extended leaves of absence shall expire automatically on June 30 of each year, subject to renewal as herein provided. If the position of the employee is eliminated during the first calendar year of the extended leave of absence, the employee shall be returned to a substantially equivalent position.

While on Extended Leave of Absence, an employee must pay the district portion of the dental and health insurance premiums as well as any dependent coverage in order to keep this coverage in force.

Extended leaves of absence are granted in the following situations:

- A. Infant childcare** – An employee may request an extended leave of absence in order to care for a newborn or adopted child. This may be renewed, if feasible.
- B. Personal Illness** – Requests for leave of absence for personal illness, requests to return from such leaves, or requests to extend such leaves must be accompanied by a physician's statement. Such statements will indicate the

nature of the illness and specifically state the individual is unable to perform his/her assigned duties or other gainful employment. Statements to return shall indicate the employee has sufficiently recovered to resume normal duties. Teachers on leave of absence for personal illness will not be permitted to do substitute teaching.

- C. Caring for Sick Member of Immediate Family** – Request for leave of absence to care for a sick member of the employee’s immediate family must be accompanied by a physician’s statement. This leave of absence may not be renewed.
- D. Public Office** – Employees will be granted a leave of absence for up to one (1) year in order to become a candidate for public office. If elected, the employee may return to his or her employment after the term of office (including any reelection to the same or other public office) has expired. The employee will be reinstated at the salary step to which he or she was entitled when leave was granted.
- E. Extended Military Leave** – An employee who is involuntarily called to active duty in the Armed Services of the United States, or who is a member of a reserve component and is involuntarily ordered to active duty, shall be entitled to a leave of absence during the period of active duty and shall be entitled to reinstatement and benefits to the extent provided by applicable state and federal laws. The first 30 days of such leave of absence shall be fully paid by the School District. This category is not intended to apply where the employee is ordered to active duty for temporary routine training, “summer camp,” or similar situations involving active duty of less than 60 days.
- F. Short Leaves** – In unusual circumstances, short leaves of absence without pay may be arranged with the approval of the Superintendent.

#### **Leave Verification**

Each employee is responsible for completing an appropriate leave form supplying information related to the nature and type of leave requested or taken. Whenever possible, the request for leave must be submitted prior to the leave. In instances where prior approval of leave is required, the leave form must be submitted in sufficient time to permit the employee’s supervisor to approve or disapprove the leave. When due to an emergency or other unforeseeable circumstance, the employee is unable to submit a request for leave prior to the leave, he/she shall be responsible for accurately completing the leave/verification of leave form as soon as this can be accomplished following the employee’s return from leave. If an extended absence or special circumstances are involved, the employee may be required by the District to complete and return a leave form during the period of absence. In such an instance, the District will cooperate fully with the employee by making a leave form available.

In any case in which a leave request or verification of leave is submitted to the District, it shall include the signature of the employee and the representation that the employee has truthfully and accurately represented the nature and type of leave and any facts related to the leave.

### **Return From Extended Leave of Absence**

Approval to return from extended leave must be secured in advance of the requested date of return. Requests should be in written form and directed to the Superintendent.

Requests to return from extended leaves for personal illness, automatic leaves, or temporary disability must provide a physician's release to return to work, stating that the employee has sufficiently recovered to resume normal duties.

If a request for return or for the extension of an extended leave of absence has not been submitted in writing to the Superintendent prior to April 25 of each year, the leave of absence will lapse and the individual's employment will be deemed to have terminated.

When a regular employee is placed on extended leave of absence, a replacement may be assigned to the position at the regular salary to which the replacement would be entitled as a regular employee during the year for which the extended leave is granted. The contract services of the replacement employee will be designated in each such assignment for termination as of the date the regular employee is able to return. If such leave is extended by written request into the following school year, the above provision shall remain in effect for one calendar year from the effective date of the original leave, after which a permanent employee may be assigned to the position.

### **Definitions**

#### **A. Absence**

An employee is absent when the individual does not report to or spend the major portion of a full or half-day at his or her assigned building. Employees desiring or requested to be absent should make written request in accordance with the established procedures. Teachers and counselors will direct requests to the Principal. Principals and other professional personnel will direct requests to the Superintendent. All absences under these conditions should be reported on the proper payroll.

#### **B. Immediate Family**

The term "immediate family" shall mean husband and wife and the following relatives: father, mother, son, daughter, brother, sister, grandchild, grandparents, and corresponding relatives by affinity (marriage).

### **General**

All employee absences except for personal illness require written request. Should it become necessary for an employee to be absent for any reason not applicable or approved according to the Board of Education policies for granting leave, or absent beyond the number of working days of accumulated sick leave, for each day of absence there shall be deducted from the employee's salary the amount of the employee's daily rate of pay, computed as provided in the employee's contract.

### **Workers' Compensation**

Employees who sustain work-related injuries or illnesses are required to inform their immediate supervisor as soon as possible of the injury or illness. In addition,

employees are required to complete a statement related to the illness or injury at the time of the employee's first awareness of the injury or illness or as soon after as the employee's condition will permit him/her to provide a comprehensive statement. In the case of an injury, the employee should submit an "Employee's Report of Injury" within twenty-four (24) hours of the occurrence resulting in injury. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

The employee's statement related to injury or illness shall, at a minimum, include the following; date and time of injury; location in the workplace where injury occurred; nature of the injury (body part, sprain, cut, broken limb, etc.); what caused the injury; to whom the original report of the injury was made; the name, address and telephone number of any medical provider, doctor or hospital used following the injury, and names of all persons who witnessed the injury.

An employee who is temporarily totally disabled within the meaning of the Workers' Compensation Act will be placed on an indefinite leave of absence. An employee who ceases to receive temporary total disability compensation shall have thirty (30) days from the date of the temporary total disability or right to receive temporary total disability compensation ceases, whichever is later, to request reinstatement. A request for reinstatement shall be made in writing to the Superintendent. Failure to submit a written request for reinstatement within the thirty (30) day period will result in termination of the employee who will no longer have the right to return to work. A request for reinstatement must be accompanied by a release to return to work signed by a qualified physician.

## **Workers' Compensation: Questions and Answers**

- 1. What exactly is workers' compensation?** The Workers Compensation Act is a law requiring employers to provide medical and income benefits to employees who have work-related injury or illness.
- 2. How long do I have to be employed by THPS before I can receive workers' compensation benefits?** Workers' compensation coverage begins the first day of employment. There is no waiting period.
- 3. If I am injured who do I notify?** You must immediately report any job-related injury or illness to your supervisor. Your supervisor will then refer you to the proper clerical staff member who will direct and assist you in obtaining proper medical care and completion of the required paperwork. Site-based health clinics, staffed by Health Services personnel, can provide assistance to employees who become ill or are injured on the job. Established protocols provide guidelines for management, including medical referrals when indicated.
- 4. How long do I have to report an injury?** Again, you must report any injury, regardless of severity, immediately to your supervisor. If you do not report the injury immediately you should do so within 24 hours. If you wait longer than 60 days, however, you can lose all of the benefits to which you may be entitled.
- 5. If the doctor takes me off work, when would I be able to collect compensation (income) benefits?** If you must take time off due to an on-the-job injury, under Oklahoma law you are not eligible to receive compensation benefits until three (3) calendar days have passed. Benefits will begin on the 4<sup>th</sup> calendar day.
- 6. How much of my normal salary would I get if I was injured and could not work?** Currently workers' compensation benefits provide for 70% of your normal weekly salary not to exceed \$426.00 per week. Remember, you do not receive compensation benefits until three (3) calendar days have passed after your injury. Both the benefits and the waiting period are set by Oklahoma State law, and change periodically.
- 7. Do I have to use my vacation or sick leave for the first few days that I am injured and not receiving payment through Workers' Compensation?** No, you do not. By state law those first three (3) days are initially unpaid, but you may use your vacation or sick leave time for those three (3) days if you wish. In addition, after you are receiving temporary total disability benefits you may supplement those benefits with accumulated sick and personal leave which may be available to you.
- 8. What benefits am I eligible for if an injury results in a permanent disability?** If you suffer some disability as a result of an on-the-job injury your benefits are awarded by the Workers' Compensation court based on the type and extent of your disability as outlined in the Workers' Compensation Act schedule. If you have suffered a permanent disability not specifically listed on the schedule, the "Guidelines for the Evaluation of Permanent Impairment" published by the American Medical Association will be used.
- 9. Will there be any disciplinary action due to an on-the-job injury?** No disciplinary action will be taken as a result of missing work due to being

injured on-the-job. The normal investigative process will be followed, however, for safety violations or willful actions that contributed to your injury.

- 10. If I return to work and have to go for further treatment, must I do so on my own time?** You are encouraged to make appointments outside of your normal work hours. If you are unable to do so, you will be allowed necessary time off during your workday. You will receive wages for this time, without loss of your sick leave benefits.
- 11. What if the doctor releases me to light duty?** You must notify your supervisor immediately and provide the doctor's release to return to work to your supervisor. THPS will work closely with the physician in attempting to return you to a level of work you can perform safely. There are occasions when the level of activity approved by your physician is not available in any positions provided by THPS. In this instance, you will be advised of THPS' efforts on your behalf and of the basis for its conclusions.
- 12. What will happen if I am not physically able to return to my job after my recovery?** THPS will make every effort to place you in an alternate position. Depending on your physical condition, your skills, and the physician's recommendations THPS may provide a vocational evaluation to explore options for your retraining. THPS will work with you in every way possible to assist you in returning to work.
- 13. Who will know about my injury and workers' compensation situation?** THPS keeps your injury and benefit information confidential unless you request otherwise. Within THPS, only your supervisor, Payroll and the Superintendent will know of your situation unless you volunteer that information to others.
- 14. Do I need an attorney?** It's your right to employ an attorney at any time. It is our intent to answer any questions you may have about your claim and to provide the assistance you need to return to work. The benefits to which you are entitled are set out very clearly in the law and will not change whether or not you hire an attorney. **Additionally, you should be aware that an attorney takes 20% of the total amount directly from any settlement of which you may receive.**
- 15. What if I know of someone who is collecting workers' compensation from THPS and is not really injured and/or is working another job?** Illegal collection of workers' compensation is a fraud and is classified as a felony under Oklahoma law. If convicted, it is punishable by prison time and/or a fine. If you know of someone who is committing fraud, please report it to the Superintendent. You will remain anonymous and THPS will investigate your information to the fullest.

## **Employee Safety**

Employees are encouraged to report possible unsafe conditions to their immediate supervisors. Staff members will follow through thoroughly on any reported unsafe conditions which are called to their attention.

## **Health Insurance**

The Twin Hills School District will contribute based upon board approval toward the health insurance premiums for eligible employees. It is the responsibility of the individual to inform the Insurance Administration Office if he or she wishes to participate in the health care program and have the District pay the scheduled premiums.

Participation is on a voluntary basis.

If an eligible employee does not enroll during the first thirty (30) days of employment, evidence of insurability is required.

Questions regarding enrollment or other health insurance matters should be directed to the Insurance Administration Office.

A copy of the plan document for the Oklahoma State and Education Employees Group Insurance Program is available in the Superintendent's Office. Each insured employee may review the State Insurance document. Employees who participate in Section 125 (Cafeteria Plan) must continue on District's insurance plan until August 31.

## **COBRA**

### **(Consolidated Omnibus Budget Reconciliation Act of 1986)**

Under federal law, Be Twin Hills Public Schools is required to offer covered employees and covered family members the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates when coverage under the plan would otherwise end due to certain qualifying events. This notice is intended to inform employees (and covered dependents, if any), in a summary fashion of the options and obligations under the continuation coverage provisions of the law. Contact the Superintendent's Office.

## **Applications for Employment**

Applications for all positions shall be made in writing and filled with a complete set of credentials: 1. Official and up-to-date transcript of college; 2. Recent photograph (optional); and 3. Certificate information.

### **Qualifications for Employment**

#### **Education Requirements**

The Twin Hills Board of Education requires that all candidates for teaching positions must 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 above and to applicants who have had at least two (2) years of successful teaching experience, preferably in the fields in which applications are made.

#### **Teaching Certificate**

It is the obligation of each teacher to see that his or her teaching certificate is on file in the Superintendent's Office. Teachers should immediately file for certification to allow ample time for processing before the next school year begins.

Contracts are not issued to new teachers until a valid certificate is on file. When a certificate is pending, the District may allow a teacher candidate to work as a substitute teacher for a period of twenty (20) days at the substitute rate of pay. Contract salary payments are retroactive to the date of the certificate or date of employment.

#### **Kinds of Teaching Licenses/Certificates**

<b>CERTIFICATE</b>	<b>VALIDITY</b>	
Standard Certificate	Five Years	Certificate expires June 30 of the school Year indicated on certificate
Provisional Level II Certificate	Two Years	Terms of validity
Provisional Level II Certificate	One Year	Terms of validity – Renewable one time if nine semester hours toward standard certificate are completed during its validity
Emergency Certificate	One Year	Issued only in emergency cases by the State Board of Education upon request and recommendation from a local school Superintendent or designee, not renewable

**Certificates are renewed directly through the Oklahoma State Department of Education.**

#### **Citizenship**

For a foreign-born certificated applicant, documentary evidence of United States citizenship, etc., shall be on file before official action is taken on appointments.

**Birth Certificate**

The Twin Hills Board of Education requires that all employees submit a birth certificate or other evidence of birth before the employment date.

Acceptable evidence is defined as follows:

- 1. Birth certificate.
- 2. Military record. Separation papers, discharge papers, etc. A draft card is not a military record.
- 3. Naturalization papers.
- 4. Church record or baptismal certificate.

**Resignations**

Any employee desiring to resign shall give to the Superintendent written notice at least thirty (30) days prior to the effective date of resignation. All resignations will be referred to the Board of Education for immediate processing. Resignations should not be directed or written to Principals.

Individuals who have resigned or otherwise terminated from Twin Hills Public Schools may be reemployed, but under the same terms and conditions applicable to any new employee. Employees who resign without giving the required notice or following the proper procedures will not be released from Twin Hills Public Schools and may be denied future employment.

When a teacher resigns after completing a school year, has a change in plans, and requests that 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 individual may be continued without loss in salary status and in the same position he or she filled the previous year if the previous assignment is still available. In case the previous position has been filled, he or she may then be considered for another assignment if one is available.

Resignations will be effective at 4:30 p.m. of the date requested.

**Teacher Dismissal**

(Teacher Due Process Act of 1990)

**Causes for Dismissal or Termination of Contract**

A. Teachers may be dismissed for the following reasons:

- |  |                                     |
|--|-------------------------------------|
| Willful neglect of duty                    | Instructional ineffectiveness       |
| Repeated negligence in performance of duty | Unsatisfactory teaching performance |
| Mental or physical abuse of a child        | Reasons of moral turpitude          |
|  | Felony                              |
|  | Incompetency                        |

B. Procedures for dismissal:

- 1. When an administrator who has evaluated a teacher as having poor performance or conduct that may lead to dismissal or nonreemployment, the teacher is admonished, in writing, and reasonable efforts are made to correct identified problems.
- 2. A reasonable time for improvement is established. If the agreed upon standard of improvement is not forthcoming, the administrator makes a recommendation to the Superintendent for dismissal or nonreemployment.

3. If the Superintendent agrees that there are reasonable grounds for dismissal or nonreemployment, the Superintendent makes the recommendation to the School Board.
4. The School Board notifies the teacher of his/her hearing rights. At the teacher's request, said hearing will be held no sooner than twenty (20) days nor later than sixty (60) days after the teacher's receipt of notice of hearing rights.
5. A Board hearing is conducted. Evidence is presented by Board and by teacher.
6. The School Board makes a decision which may be to reinstate or to dismiss. For probationary teachers, the Board's decision is final. Career teachers (teachers with tenure in the system) may petition for a non-jury trial in District court.
7. The District court may decide to reinstate or affirm the dismissal of the teacher.

### **Helping Teachers**

Regular classroom teachers shall not be taken from their classrooms to serve as helping teachers to new teachers or those new to assignments. A program shall be devised whereby, for new teachers needing assistance, the Principal may arrange for personnel within the building to assist the new teacher or request a substitute to enable the new teacher to visit the classroom of an experienced teacher. It is further recommended that supervisors' meetings during the first six (6) weeks of each school year be designed to discuss and demonstrate classroom techniques for new teachers.

New teachers shall be given a written contract together with copies of the Certificated Personnel Handbook.

### **Probation of Certificated Personnel**

All first term appointments to any position in the District, unless specifically exempt by the Superintendent, shall be probationary for a period of three (3) years. Any former employee who returns to a teaching position after having been away for one (1) or more years following either a resignation or a leave of absence will begin a new three-year period of probation. However, any teacher may be placed on probation by the Superintendent at any time it may be deemed in the best interests of the school system.

When a terminal contract teacher is reemployed without interruption, the previous year of service will count as one (1) of the three (3) probationary years.

### **Assignment of Teachers**

When changes occur in a teaching assignment or room assignment, the Principal or his/her designee will discuss such changes with the affected teacher. Efforts will be made to notify the teacher in writing of his tentative teaching assignment prior to the end of the school year. If changes are in order during the summer, efforts will be made to notify the teacher.

Teachers shall not be assigned outside the scope of their teaching certificate or their major or minor fields of study, except on a temporary basis. Such notice shall

assure the teacher of an opportunity for assignment in his or her major or minor field when such vacancy occurs.

Teaching assignments and reassignments, including anticipated grade levels or subjects for each semester, shall be made prior to the opening of the semester unless there exists an exceptional emergency.

Teachers may be given the option to contract to teach less than a full contract when the administrative staff of the school district determines that some programs can best be implemented for students by teachers on partial contract. Teachers who wish to be considered for less than full-time contract opportunities should submit their request in writing by April 1.

### **Nepotism**

Members of the same family, husband or wife, or persons related by consanguinity or affinity to the extent of son, daughter, brother, sister, father, mother may be assigned to work in the same school or office if such assignment will maintain or enhance the educational program. Should conflicts or relationships develop which create school-community or intra-staff problems, the administration reserves the right to make such administrative transfers as necessary to resolve the problem.

## **Evaluation of Certificated Personnel Policy Statement**

### **Statement of Purpose**

The purpose of teacher evaluation in Independent School District Number C011 is to improve the quality of instruction. In seeking this goal, two (2) primary objectives are acknowledged. First, the observation and evaluation of teacher performance is intended to identify the teacher's strengths and weaknesses, to agree upon strategies for reinforcing strengths and remediating weaknesses, and to follow through on the steps designed to improve the teacher's performance. The second objective of evaluation is to provide a rational basis for administrative decisions regarding continued employment. The evaluation shall represent the evaluator's best judgment as to the strengths and weaknesses of the evaluatee at the time of the evaluation.

### **Personnel Affected**

This policy shall apply to all regular employees classified as teachers, including administrators who hold valid educational certificates issued by the State Department of Education.

Teachers listed under Section 5, 70 O.S. 6-103.1 (Supp. 1977), shall be subject to evaluation, but shall not be afforded "job rights" under this policy unless otherwise specified by state law.

### **Frequency of Evaluation**

Teachers with three (3) consecutive complete school years or more of satisfactory service in the Twin Hills Public Schools shall be evaluated at least once each year.

The performance of teachers with less than three (3) years of continuous service to Twin Hills Public Schools will be evaluated at least two (2) times per year, once in the first semester and once in the second semester of each year.

A teacher may request a performance evaluation at any time.

All evaluations of teachers will be completed no later than May 1 of the school year.

### **Procedure for Recourse**

The evaluatee will have twenty (20) days after the date of the evaluation in which to respond and said response shall be a part of the record.

In those cases where dismissal, suspension, or termination of a contract may be indicated, the provisions set forth in the employment contract, district policy, and Senate Bill 249 shall be followed.

### **Procedure for Filing**

The evaluator shall be responsible for submitting to the Superintendent's Office as often as required an evaluation of each teacher to be evaluated.

Any written evaluation report which is intended for the teacher's file in the Administration Office shall be on an official CONFIDENTIAL EVALUATION form or a JOB TARGETS REPORT form.

Evaluation records shall be confidential and access to such records shall comply with State and Federal Acts, and the provisions of Senate Bill 249, which Specifies that such records shall be available to the court, to the Board of Education, the administrative staff, to another school board to which the teacher applies for employment, and to the hearing panel, as provided by this bill.

### **Provisions for Amendments**

The procedures, criteria, instruments, and process of evaluation shall be subject to continuous review and appraisal. Any changes or amendments approved by the Board of Education will be provided to staff members. Any legislative act, State Department ruling, or court decision which makes any part of this policy unlawful will in no way invalidate the rest of this policy.

This policy has been developed in compliance with 70 O.S. 6-103, Supp. 1977.

Both the Principal and the teacher should keep in mind the following specific items for rating on the CONFIDENTIAL EVALUATION form.

The building Principal shall be responsible for submitting as often as required an evaluation of each teacher assigned to that building. It is essential that the following procedures be carefully followed in this appraisal process.

1. Any written evaluation report which is intended for the teacher's file in Human Resources shall be on an official TEACHER'S CONFIDENTIAL EVALUATION form or a JOB TARGETS REPORT form, together with attachments.
2. The Principal is to complete the TEACHER'S CONFIDENTIAL EVALUATION by rating the teacher's performance on each of the items and making recommendations. Each "Unsatisfactory" rating requires that the Principal complete a JOB TARGETS REPORT.
3. The JOB TARGETS REPORT form is intended primarily to supplement the TEACHER'S CONFIDENTIAL EVALUATION. However, if the Principal observes a single area of unsatisfactory performance which needs immediate correction, and if the Principal is not yet ready to make an assessment of the teacher's total performance, the JOB TARGETS REPORT form may be used both to cite the deficiency and to give instructions for correcting the problem.
4. The space for COMMENTS may be used either to recognize superior performance or to explain an "Unsatisfactory" rating.

5. Upon completion, a copy of the TEACHER'S CONFIDENTIAL EVALUATION and/or the JOB TARGETS REPORT is to be given to the teacher. The evaluation shall be acknowledged at that time by the teacher's signature. The teacher has two (2) weeks after the date of the evaluation in which to respond and said response shall be a part of the record.
6. All observations of the classroom teaching performance of any teacher shall be conducted openly and with the full knowledge of the teacher. No appraisal of any teacher's classroom performance shall be completed and filed unless and until the Principal shall have observed the teacher at work at least two (2) times, or three (3) times if the teacher shall promptly, after the second observation, request still another observation. No teacher shall receive adverse comments from any observer in the presence of pupils.
7. Teachers with three (3) consecutive complete school years or more of satisfactory service in Twin Hills Public Schools shall be evaluated at least once each year.
8. The performance of teachers who are new to Twin Hills Public Schools and those on probation are to be evaluated at least two (2) times per school year, once in each semester of each year.
9. Teachers who have been given job targets will be allowed reasonable time to correct the deficiencies noted. The JOB TARGETS REPORT shall specify the date by which the teacher is expected to achieve the improvement described. No official re-evaluation of the job target is to be made prior to that date except by mutual agreement between the Principal and the teacher. At the end of the stipulated time, the Principal shall review the results of required actions and provide the teacher with a written notice of satisfactory or unsatisfactory compliance. Again, this report shall be signed by both the Principal and the teacher and copies distributed as indicated.
10. A teacher may request a performance evaluation at any time.
11. A Principal will prepare a TEACHER'S CONFIDENTIAL EVALUATION and/or a PERSONAL DEVELOPMENT PLAN (PDP) on any teacher when, in the Principal's opinion, the performance of the teacher is less than satisfactory.
12. Teacher's rebuttal to an evaluation or PDP shall be sent to the Principal's Office within twenty (10) days of receipt of same, and shall be attached to the evaluation or PDP. The Principal will acknowledge receipt.
13. Documenting dates of classroom visits is a good practice in all cases and is required when any portion of the evaluation indicates less than satisfactory work.
14. All evaluations of teachers will be completed no later than May 1 of the school year, except for teachers who have job targets in effect.

Twin Hills Schools will use the Tulsa model teacher evaluation instrument as well as the OKTLE online services with Barlow Educational Services for evaluations.

## **Teacher Admonishments**

After reviewing the results of required action resulting from an admonishment, the Principal (or his/her designee) will provide the teacher with written notice of satisfactory/unsatisfactory compliance if the matter which is the subject of the admonishment or job target is one which is susceptible to assessment that the matter has been satisfactorily/unsatisfactorily addressed by the teacher. In the event the Principal determines that the matter is one regarding which he/she has evidence of satisfactory compliance, a copy of the notice to the teacher regarding the Principal's assessment of compliance/noncompliance shall be placed in the teacher's personnel file and a copy shall be made available to the teacher.

The category of "previous job targets" shall be retained on the Job Target report form and any Principal or Principal's designee completing such a form shall report the dates/subject matter of any previous job targets.

## **Reprimands**

No teacher shall be disciplined without just cause.

When the Principal receives written and/or verbal complaints regarding a teacher, he/she shall disclose any pertinent information to the teacher prior to issuing a reprimand. In this case, reprimand refers to discipline administered outside the realm of: 1) a letter of admonishment or Personal Development Plan, 2) an evaluation.

## **Personnel Files**

Any adverse evaluation of a teacher's performance placed in his or her file may be subject to the grievance procedure herein set forth, but only on ground of bad faith and/or discrimination.

Upon written request, each teacher shall have the right to review the contents of his or her file, excepting, however, any confidential references given at the time of employment or the time of application for promotion. At the teacher's request, a representative of the Association may accompany the teacher in such review.

Material placed in a teacher's personnel file that adversely affects his/her employment will be signed and dated by the teacher. The teacher will be given the material in question and will become a part of the record. If their material is removed from the file, the attached response must also be removed. Consideration will be given to any material that does not meet this directive.

When a teacher's file is opened for public inspection, he/she will be notified and given forty-eight (48) hours to review the contents. A document signed by the teacher will be placed in the file indicating that he/she was notified.

A copying machine shall be available for the teacher to make copies of such contents and records as concern the teacher or the teacher's work. The cost of such copies may be charged to the teacher.

Nothing in this item, however, shall be construed to destroy the confidential nature of materials placed in the permanent files prior to the date of adoption of this policy by the Board of Education.

### **Teacher-Parent Conferences**

For the purpose of reporting pupil progress, Principals may schedule parent conferences on Parent-Teacher Conference Day or during Planning Time.

If pupils from a conferring teacher's class remain in the building, other teachers will not be required to supervise said pupils. Supervision, when deemed desirable, may be provided by teacher volunteers, staff aides, or PTA parents.

Principals, Counselors, Secretaries, Clerks, etc., shall not schedule parent-teacher conferences without prior arrangements being made with the teacher(s) concerned. Every effort shall be made to arrange the conference with the teacher(s) at least two (2) days in advance of the conference.

### **Teacher Arrival and Departure**

Teachers shall indicate their arrival and departure to and from the building on the sign-in sheet noting time. Starting time is 7:50 a.m. and ending time is 3:40 p.m.

### **Progress Reports**

If a special progress report is a notice of failing or unsatisfactory work, the teacher must send it to the parent(s) or guardian(s) at least four (4) weeks, if possible, before the end of the nine-week period. No pupil should receive a report of failure unless this advance notice has been given to the parent(s) or guardian(s). A "D" on a progress report shall be considered "notice of unsatisfactory work," and shall be considered as leading toward possible failure. An explanation of the meaning of grade assignments shall be included in the progress report.

### **Classroom Interferences**

Every precaution shall be taken to see that the activities of the custodial and the maintenance departments shall in no way interfere with the activities of the classroom. This shall apply to, but in no way be limited to, building repairs, lawn care, and painting.

Teachers will be notified from the Principal's Office when it is necessary for maintenance employees to be in the classrooms.

All visitors to teachers' classrooms must have prior approval of the Principal and the teacher.

A pupil will be removed from a classroom by a designated authority when, in the judgment of the teacher, the student is interfering with the teaching-learning situation for the majority of the class. At the time of removal the teacher may request that the pupil not be returned to that classroom until a conference is held between the teacher and the designated authority.

At the request of the teacher to the designated authority a student may be removed from a class and not be allowed to return until a conference is held between the teacher, the parents or guardians, and a representative of the Administration. The decision to exclude the student from class pending the parental conference should be based on the student's prior record of misbehavior, documented remedies which have already been tried, and the probable length of time the student will be out of the class before the parents or guardians can be

available. If the exclusion is likely to be prolonged, (more than three days) consideration may need to be given to some other remedy.

### **Telephone Service**

Adequate telephone service shall be available to teachers with privacy of conversation when desired.

### **Protection of Teachers**

#### **A. Assistance in Assault Cases**

1. All cases of assault suffered by teachers in connection with their employment shall be reported in writing by the teacher to the Principal, who shall transmit the report to the Superintendent. The Superintendent shall acknowledge receipt of such report to the Principal and the teacher.
2. In any case of an assault upon a teacher or a complaint or suit by third parties as a result of action taken by the teacher while performing his or her duties, the Board will render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

#### **B. Legal Counsel**

If criminal or civil proceedings are brought against a teacher alleging that the teacher committed an assault in connection with his or her employment, such teacher may request the Board to furnish legal counsel to defend him or her in such proceedings.

If legal advice is desired, a request should be made through the Office of the Superintendent.

#### **C. Compensation for Lost Time**

If an assault on a teacher results in loss of time, the teacher shall be paid in full for such time and such paid absence shall in no event be deducted from any sick leave to which such teacher is entitled. The board shall determine the time limits for each case, based on the individual circumstances.

If medical and/or hospital expenses result, these costs will be covered up to the limits of Board of Education provided medical insurance and workers' compensation. Specific information on insurance is available from the building Principal and workers' compensation information is available.

### **Citizenship Rights and Responsibilities**

Teachers are encouraged by the school Administration to accept the privileges and duties of good citizenship in the community.

All certified employees of Twin Hills Public Schools are encouraged to assume full responsibility of citizens living in a democracy. These include such rights as voting or refraining from voting; discussing the social, political and economic issues of the day in public meetings; supporting candidates for school board or public office; accepting appointive or elective public office; or holding office in political parties.

Leaves of absence for the purpose of being a candidate for political office, or for holding office, will be arranged between the individual and the school administration within the framework of board policy and law. (See Leaves of Absence).

Certificated employees engaging in political activity shall make it clear that their vocal responses and actions are theirs as individuals and that they, in no manner, represent the views of the school system.

Certificated employees shall not engage in political activity on school premises during school hours.

A certificated employee seeking an extended leave of absence for campaigning, office holding, or other time-consuming responsibilities connected with self-government shall apply for such leave in writing in the usual manner and will receive a reply in writing.

If the candidate is not elected, the employee shall be returned to a teaching position as soon as a position becomes available in his or her area of preparation.

Leaves of absence for the purpose of holding political office shall be arranged on an individual basis with approval of the Superintendent of Schools.

### **Payroll Deductions**

#### **Group Health**

Contract employees and employees working thirty (30) or more hours per week (with the exception of security guards and temporary employees ) are eligible for coverage under the Oklahoma State and Education Employees Group Insurance Program.

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#### **Premium Rates for Fiscal Year 2013-2014**

**NOTE: These premiums apply to all benefit Plans offered by the Oklahoma State and Education Employees Group Insurance Board. If you question whether a plan is available to you through your employer, please verify the eligibility with your Insurance Coordinator. You may verify your own eligibility for enrollment in an HMO plan through the zip code listing included in this book. HealthChoice is available statewide.**

#### **Group Dental Insurance**

Contract employees and employees working thirty (30) or more hours per week (with the exception of security guards and temporary employees) are eligible for

coverage under the Oklahoma State and Education Employees Group Insurance Program. The district will cover 50% of the cost of HealthChoice Dental.

### **Federal Withholding**

This tax varies according to amount of income, number of dependents claimed, and marital status.

### **Social Security/FICA Tax**

Social Security tax for employees will be 7.65% of earnings. This consists of FICA Tax which is 6.2% of earnings, and a Medicare deduction which is 1.45% of earnings, for a total of 7.65%. These amounts are matched by the employer.

### **State Withholding Tax**

This tax varies according to amount of income, number of dependents claimed, and marital status.

### **Benefit Payout Following Termination of Employment (Insurance)**

July and August benefits are now paid to any teacher who takes a “regular” payout; that is, receives a paycheck in July and August.

## **Retirement**

For a teacher entering the public schools in Oklahoma after July 1, 1943, membership in the retirement system is compulsory, except for those beyond age fifty-five (55) years at the time of employment. The 1970 Retirement Act provides the following:

### **G. Who May Join**

All teachers, administrators, and other certificated personnel are required to join the Teachers’ Retirement System of Oklahoma.

### **II. Contributions**

Members are required to contribute 7% of their gross annual salary. Senate Bill 776 provides that every teacher employed by a school district or vocational-technical school district, who qualifies for a minimum salary pursuant to the State’s minimum salary schedule shall have a specific amount credited against the employee’s contribution to the Teacher’s Retirement System.

### **III. Additional Information**

Upon request, further details regarding Oklahoma teachers’ retirement laws may be secured through the Executive Secretary of the Teachers’ Retirement System of Oklahoma, 2801 N. Lincoln, Oklahoma City, Oklahoma 73105 (P.O. Box 53524, 73152).

All full-time regular contract employees of the Twin Hills Public Schools have Social Security protection as well as the protection afforded by membership in the Teachers’ Retirement System of Oklahoma.

The maximum 120 days of unused sick leave may be counted as an additional year of creditable service toward retirement by the Teachers’ Retirement System of Oklahoma provided that the total number of sick leave days are acceptable to the Teachers’ Retirement System.

### **IV. Notification to Twin Hills Public Schools**

Teachers who are retiring at the end of the school year, should notify the Superintendent and Principal in written form. In order to provide academic continuity and early selection of teacher replacements, it is requested that written notification be made before March 15<sup>th</sup> and November 15<sup>th</sup> of each year. Retiring

teachers should be reminded that notifying the Teachers' Retirement System does not negate the policy to notify Twin Hills Public Schools of their retirement.

### **Termination of Employment**

Any employee desiring to resign shall give to the Superintendent of Schools written notice at least thirty (30) days prior to the effective date of resignation, also, Oklahoma law requires teachers to notify their boards of education by April 25 by registered or certified mail if they do not wish to be employed for the ensuing fiscal year.

### **Pay Periods for Employees**

Pay periods for all newly hired employees shall be by the 10<sup>th</sup> of September. Salary payments shall be made on the same schedule as for other certified employees.

Pay periods will be by the 10<sup>th</sup> of each month or the day following a regular board meeting.

**COMPUTER USE  
(REGULATION)**

In accordance with the policy of the Twin Hills Board of Education, this regulation governs the use of computers and computer technology in this school district.

Personal computers not owned by the school district shall not be used in school except with permission of the superintendent or the superintendent’s designee.

School district computers and computer accessories will be used only by students and faculty members. School district patrons may be permitted to use school equipment only under certain circumstances as determined by the board of education. Permission to use school computers or other school technology is granted as a privilege which may be withdrawn for violation of this policy or for failure to follow the verbal or written instructions and directions of school faculty or system operators.

All persons who use school district computers (users) will read and indicate understanding of any rules and procedures posted on classroom bulletin boards, computer bulletin boards, or computer operating procedures in either hardcopy (typed or written) or softcopy (recorded electronically within the computer or a computer accessory) or specific class instructions.

Teachers or instructors of any class in which computers are used will establish written procedures for the use of computers and computer technology within the framework of that particular class and will insure that all members of the class read and understand such procedures.

Students and faculty using a school computer for the purpose of telecommunications with any other computer within the district or outside the district, private or commercial computer bulletin board, or any computer network such as Internet, will read and indicate an understand of the rules and procedures governing such telecommunications and will adhere thereto.

Users will not upload or download any copyrighted material. It is the user’s responsibility to determine if material is copyrighted. Users will not copy school district computer software for any reason. Backup copies of computer software will be made only by authorized faculty members and will be maintained by the superintendent or the superintendent’s designee.

Computer software will be installed into, or removed from, school district computers only by, or at the direction of, an authorized faculty member. No commercial software will be installed in or used on a district computer except in accordance with a user site license granted by the software developer. Students are prohibited from installing software of any kind or loading or reading personal data into a school district computer or computer system except as part of a class project or except as directed by authorized faculty members. Personally owned diskettes or tape cartridges or any other removable media will not be used in school computers except as authorized by a classroom teacher or other authorized school faculty member.

In addition to reading and adhering to any on-line rules and procedures, users will not use profanity or abusive language toward, or otherwise harass, any other user or system operator of any bulletin board or telecommunications entity.

**COMPUTER USE, REGULATION (Cont.)**

Telecommunication users will not log into any area which obviously contains pornographic material in any form. Users will not download any form of pornographic material. Students must obtain an Internet Access Conduct Agreement and have the form signed by the student’s parent, legal guardian or other legal custodian before using any district computer which has telecommunication capabilities. It is the responsibility of the classroom teacher, instructor, or the appropriate faculty member to insure that such form is on file before a student is permitted to use computer telecommunications equipment.

It is unlawful for a person to send an electronic message if the return address has been altered in order to disguise the point of origin or if the message contains false, malicious, or misleading information which purposely or negligently injures a person.

The superintendent or designee shall have access to all materials loaded or stored on the district’s computers. Accordingly, no user of the district’s computer shall be deemed to have a privacy right in any programs, files, or data, including contents of business or personal e-mail, loaded or stored on district computers.

Violations of this policy by an employee of the school district may result in disciplinary proceedings including the termination of employment.

Violations of this policy by students may result in disciplinary proceedings including suspension and the loss of user privileges.

Violations of this policy by school patrons may result in the loss of user privileges.

**REFERENCE: 15 O.S. §776.1**

**Adoption Date:**

**Revision Date(s):** 7/27/99,  
10/23/00, 12/21/00

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## CODE OF CONDUCT FOR INTERNET AND OTHER COMPUTER NETWORK ACCESS

The purpose of providing Internet and other computer network access in this district is to promote the exchange of information and ideas with the global community. The following represents a guide to the acceptable use of the technology provided by this district. All network use must be consistent with the policies and goals of this school district. Inappropriate use of district technology will result in the loss of technology use, disciplinary action, and/or referral to legal authorities.

All Internet and other computer network users will be expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

1. Be polite. Messages should not be abusive to others.
2. Take pride in communications. Check spelling and grammar.
3. Use appropriate language. Do not swear or use vulgarities or any other inappropriate language, symbols, or pictures.
4. Protect password confidentiality. Passwords are not to be shared with others. Using another user's account or password or allowing such access by another may be permitted only with the approval of the supervising teacher or system administrator.
5. Do not reveal your personal address or telephone number or those of other persons. No student information protected by FERPA should be electronically transmitted or otherwise disseminated through the network.
6. Do not disguise the point of origin or transmission of electronic mail.
7. Do not send messages that contains false, malicious, or misleading information which may be injurious to a person or a person's property.
8. Illegal activities are strictly prohibited.
9. The district technology is not to be used for playing multi-user or other network intensive games, commercial ventures, Internet relay chat lines, or downloading excessively large files.
10. No charges for services, products, or information are to be incurred without appropriate permission.
11. Do not use the network in such a way that you would disrupt the use of the network by other users.
12. Users shall respect the privacy of others and not read the mail or files of others without their permission. Copyright and licensing laws will not be intentionally violated.
13. Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy hardware, data of another user, Internet, or any other agencies or other networks which may be accessed. This includes, but is not limited to, the uploading or creation of computer viruses.
14. Report security problems to the supervising teacher or system administrator.
15. Violators of this policy shall hold the district, including its employees and agents, harmless against any and all causes of action, damages, or other liability resulting from the willful or negligent violation of this policy.

**Adoption Date:**

**Revision Date(s):** 9/16/97, 8/14/99, 12/21/00

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**INTERNET ACCESS CONDUCT AGREEMENT**

*Every support and/or certified staff must read and sign below:*

I have read, understand and agree to abide by the terms of the foregoing Code of Conduct for Internet and Other Computer Network Access. Should I commit any violation or in any way misuse my access to the school district's computer network and the internet, I understand and agree that my access privilege may be revoked and my employment terminated.

User's Name (print clearly): \_\_\_\_\_

Home Phone: \_\_\_\_\_

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Status: Support Staff \_\_\_\_\_ Certified Staff \_\_\_\_\_