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2.01 Employment Policy

It is the policy of the Northwest Technology Center School District #10, Alva and Fairview Campuses, to recruit and maintain the highest caliber personnel to fill a position by selecting the individual who is best matched to the responsibilities described for each position vacancy. The Northwest Technology Center is in compliance with Title VI of the Civil Rights Act of 1964 and 1991, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, American Disabilities Act of 1990, the Family Rights and Privacy Act of 1974, Age Discrimination Act of 1975 and other federal laws and regulations and shall not discriminate with regard to race color, religion, sex/gender, national origin, age, marital or veteran status, or the presence of non-job-related medical conditions or handicaps. This policy is followed in the operation of its education programs and activities, recruitment, admissions, employment practices and other education services.

Inquiries concerning application of this policy may be directed to the Assistant Superintendents of the respective campuses who serve as the coordinators for title IX and Section 504 responsibilities for the Northwest Technology Center. The address for the Fairview Campus is P.O. Box 250, 801 Vo-Tech Drive, Fairview, Oklahoma 73737; the address for the Alva Campus is 1801 South Eleventh, Alva, Oklahoma 73717.

Revised 3/3/2003

Revised 12/4/06

2.02 Staffing Plan

The primary purpose of the staffing plan is to provide an effective staff to carry out an educational program for secondary and adult students who attend the school.

The staffing plan is flexible and is subject to change. The plan will continuously be reviewed and proposed changes will be presented to the Board of Education from time to time by the Superintendent.

The staffing plan will be carried out by the administrative staff of the school. Administrators are defined as employees of the district who have been given authority by the Board of Education to organize, direct and control the work of the instructional and support staffs.

2.03 The Relationship of the Employment Process for Non-Certified Support Personnel to the Employment Process for Certified Professional Personnel

The employment of personnel is accomplished through a systematic process involving a minimum of two members of the administrative staff before a recommendation for employment is made to the Board of Education. The primary purpose of the employment policy and process is to select certified professional personnel; however, there is a definite relationship and a similar process used to select non-certified support personnel.

The employment process for the selection of non-certified support personnel is basically the same process described for employing certified professional personnel. All the applications for employment of non-certified support personnel will be processed through the office of the Superintendent. The staff member responsible for evaluation of the support staff member during their tenure as an employee will also be involved in the entire selection process, from screening applications to final interview. The final recommendation for employment is made by the Superintendent to the Board of Education. The Board of Education approves the employment of all personnel.

The control of applications for employment of non-certified personnel will follow the same process outlined for certified professional personnel. The Superintendent will maintain the official personnel file for each non-certified support staff member.

2.04 The Employment of Part-Time Personnel

The employment of part-time personnel will follow the same basic procedures outlined for full-time personnel, both certified professional personnel and non-certified support personnel, with the exception of the Treasurer, Auditor and Attorney.

The Board of Education is responsible for securing the services of the Treasurer, the Auditor and the Attorney. The Board of Education is also responsible for setting the salary or fees of each of these positions.

The employment of Adult Training and Development Instructors belongs to the Superintendent and Assistant Superintendents with the approval of the Board of Education. The official personnel files for each short-term adult education instructor will be maintained by the Superintendent.

The employment of part-time employees such as Grounds Keepers, Custodians, Secretaries, Bus Drivers, etc., is delegated to the Superintendent with the assistance of the Assistant Superintendents. The primary responsibility for coordination of the employment of part-time employees in these and other categories belongs to the Superintendent and Assistant Superintendent. The official personnel files of these employees shall be maintained by the Superintendent.

Recommendations for employment for all part-time employees shall be made by the Superintendent and approved by the Board of Education.

The Board of Education hereby grants approval to the Superintendent to provisionally employ non-certified and/or part-time personnel until formal board approval.

Amended 7/25/94

2.05 Working Days/Hours

The Superintendent shall establish the working days and hours of attendance for employees under his/her direction and may make such other regulations in regard to attendance as he/she deems necessary. It is the policy of the Board to assure compliance with the Fair Labor Standards Act, its regulations and relevant court decisions by directing all Northwest Technology Center employees to support and assist in assuring compliance by following the policies approved by the Board.

Adopted 12/88

Amended 3/6/95

2.06 Employee Leave Report

It is the responsibility of the Assistant Superintendent of each campus to maintain leave records and to record absences of employees. All absences should be reported to the Immediate Supervisor or Assistant Superintendent for recording on the “employee leave report”. This report then becomes a part of the employee’s leave record. The Superintendent, when conflicts arise, has final discretion in determining if leave is to be charged to sick or personal/emergency leave.

Revised and moved to front of leave policies 2/2/2004

2.07 Sick Leave

Employees will receive sick leave days according to the number of months they are employed, with a maximum of twelve (12) days per year. Part-time teachers' days will be pro-rated. Unused sick leave shall accumulate to sixty (60) days at Northwest Technology Center or transferred from another Oklahoma school district. Northwest Technology Center will maintain records to document sick leave days even if over sixty (60) days.

All certified teachers who, after exhausting all sick leave, are absent from their duties due to personal accidental injury, illness or pregnancy will be paid the full contract salary, less the amount paid the certified substitute teacher for up to twenty (20) days as provided by Oklahoma Law.

Sick leave records kept in the Superintendent's office shall be final. Each employee will be given a record of his/her accumulated sick leave early in the school year.

Any employee may be required to submit appropriate evidence concerning the cause of his/her absence in order to qualify for sick leave benefits.

References: 70 O.S. § 6-104.5
S.L.O. § 142

Revised 12/7/2009

2.08 Sick Leave Bank

The sick leave bank is established to assist employees of Northwest Technology Center who suffer prolonged illness or inability to work due to accidents.

The number of days in the bank shall be two hundred (200) days, made up from employees' donation from their accumulated sick leave. Donations, if necessary to maintain the two hundred (200) days, shall be made within thirty (30) days of the end of the fiscal year).

The sick leave earned pursuant to 70 O.S. § 6-104 must be used prior to using shared sick leave.

70 O.S. § 6-104.6 and S.L.O. § 143 sets criteria as to eligibility for leave from a sick leave bank. The Superintendent will review requests from the sick leave bank to determine individual eligibility.

References: 70 O.S. § 6-104
70 O.S. § 6-104.6
S.L.O. § 143

Revised 2/2/2004
Revised 12/7/2009

2.09 Payment for Un-used Sick Leave

Northwest Technology Center will pay teachers and full-time employees for unused sick leave upon retirement or termination of contract due to disability or death, up to a maximum of sixty (60) days at the existing pay of the employee.

The Oklahoma Teachers' Retirement System regulations shall govern eligibility for retirement or disability. In the event of death, payment for unused sick leave will be paid to the beneficiary or beneficiaries as named on the Teachers' Retirement records.

Teachers and employees must have had a minimum of ten (10) years as a full-time employee of the district in order to be eligible for payment of unused sick leave.

An intent to retire must be filed in writing at the Superintendent's office at least ninety (90) days prior to the intended retirement date.

Amended 3/11/2003

Amended 3/1/2004

2.10 *Transfer of Sick Leave*

Cumulative sick leave shall be transferable to (and from) another school district where the teacher is employed. The number of days transferred shall not exceed the maximum of days permitted by the receiving district.

2.11 Un-used Sick Leave for Retirement Purposes

In accordance with Section 17-116.2, the total creditable service of a member who retires or terminates employment and elects a vested benefit shall include, not to exceed, 120 days of unused sick leave accumulated subsequent to August 1, 1959, during the member's membership with the Teachers' Retirement System.

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

Upon retirement, accumulated sick leave days and the unused sick leave days may be certified to the Teachers' Retirement System of Oklahoma to add creditable service for retirement purposes at a rate of one month of credit for each twenty (20) days of accumulated sick leave up to a total of one hundred twenty (120) days); or the member may add days of sick leave to days worked during a school year to make a partial year count as a full year. However, the school district shall not certify more than one day of unused sick leave per each day of accumulated sick leave for the purpose of adding creditable service for retirement purposes.

Sick leave credits cannot be counted to vest an account.

Reference SB1134 (2004) amendment to 70 O.S. § 17-116.2

Amended 8/9/2004

2.12 Emergency Leave/Personal Business

Each employee is entitled to five (5) days of leave without loss of pay. These days are not cumulative and may be used for sick leave. Emergency/personal business leave may be used for emergencies or personal business that cannot be taken care of without loss of work time or for reasons not covered by other types of leave.

All requests should be made in advance, when possible, to the respective Assistant Superintendent.

Some examples of Emergency/Personal Business are:

- A. Death or illness of a family member, friend, or relative (not covered by sick leave)
- B. Personal disaster
- C. Legal matters: Attorney
 Court appearance
 Estate matters
- D. Emergency business transactions:
 Loan closings
 Urgent banking matters
 IRS review
- E. Non-injury accident
- F. Other matters at discretion of Assistant Superintendents at the respective campuses

2.13 Professional Leave

With the approval of the Assistant Superintendent, at the respective campus, staff may without deduction of pay, be absent from school business assignments to attend professional meetings.

The money earned for jury service will be turned over to the district to avoid double pay.

2.14 Jury Duty

An employee may be absent from duties for jury service without loss of pay. The money earned for jury service will be turned over to the district to avoid double pay.

Revised 2/2/2004

2.15 Military Leave

A certified employee who is a member of the Reserve Corps, or any component of armed forces called to active duty during the school year shall receive full pay during the first thirty (30) days of absence or leave, or such longer period as might be required by law.

All officers and employees of the state or subdivision thereof, or a municipality therein, who are members of the National Guard, shall, when ordered by proper authority to active service, be entitled to a leave of absence from such civil employment for the period of such active service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) calendar days of such leave of absence during any calendar year.

All officers and employees of the state, or a subdivision thereof, or a municipality therein, who are members, either officers or enlisted men, of the Reserve Corps of the Army, the Navy, the Marine Corps, the Coast Guard, the Women's Auxiliary Corps, or any other component of the Armed Forces of the United States, shall, when ordered by the proper authority to active duty or service, be entitled to a leave of absence from such civil employment for the period of such active service without loss of status or efficiency rating and without loss of pay during the first ~~twenty (20)~~ thirty (30) calendar days of such leave of absence during any calendar year.

References: 44 O.S. § 209
S.L.O. § 734
72 O.S. § 48
S.L.O. § 735

Revised 12/7/2009

2.16 Leave of Absence (FMLA and Other)

Family Medical Leave:

It is the policy of Northwest Technology center to provide up to twelve (12) work weeks of unpaid family medical leave to employees who have been employed at least one year in this school district, who have worked at least 1,250 hours during the previous twelve (12) month period, and who have exhausted their accumulated sick leave, personal leave, and vacation leave.

- A. Eligible employees are those district employees who meet the above requirements and who request leave for one of the following reasons:
 - 1. Birth, adoption, or foster placement of a child by an employee;
 - 2. To care for a spouse, son, daughter, or parent who suffers from health condition; or
 - 3. For a severe health condition the employee is experiencing
 - 4. To care for a covered family service member with a serious illness or injury incurred in the line of duty on active duty; or
 - 5. To use for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation.

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

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

- D. If the Superintendent deems it necessary or desirable, the Superintendent may require a second opinion by a physician selected and paid for by the district. If the original opinion and the second opinion conflict, the district may require a

- third opinion at the district's expense. The conclusion of the third opinion will be final and binding upon the employee and the district.
- E. If family leave is granted for a continuing health condition, subsequent re-certification may be required at the discretion of the Superintendent.
 - F. Intermittent leave may be taken in lieu of continuous leave for the birth or adoption of a child only with the concurrence of the district. The employee must provide thirty (30) days of advance notice or as many days of advance notice as are practical. Leave taken for serious health conditions of the employee or an eligible member of the employee's family may be taken intermittently without district concurrence. However, the employee may be transferred to another position that can better accommodate the employee's recurring absences. Such transfer will not reduce the employee's pay and benefits.
 - G. Upon completion of family leave, the employee will be entitled to return to their former position or to an equivalent position of employment with equivalent benefits and pay without loss of seniority or tenure. The employee will be deemed to be at work for the purposes of tenure accrual and retirement vesting and participation. The district will maintain the employee's medical, dental and district paid life insurance coverages, health cash and teachers retirement contributions for qualifying paid benefits (all district-paid fringe benefits) during family medical leave.
 - H. An employer's obligation to maintain health benefits under FMLA stops if and when an employee informs the employer of an intent not to return to work at the end of the leave period. If the employee does not return from leave at the expiration of the leave to which he is entitled the district may require the insurance premiums and other benefits paid during the leave to be repaid to the district by the employee unless the employee fails to return to work for the following reasons:
 - 1. The continuation, recurrence, or onset of a serious health condition that entitles the employee leave to care for a child parent or spouse with a serious health condition, or if the employee is unable to perform the function of their position due to their own serious health condition; or
 - 2. Other condition beyond the control of the employee prevents him from returning.
 - I. After all paid leave is exhausted employees with payroll deductions for insurance/dues not paid by the district (i.e., vision; family medical, dental, vision; cancer policies; life insurance; dues to professional organizations, etc.) must make arrangements with the business office to pay for those premiums in a timely manner. Failure to remit these premiums to the district by their due dates will cause termination of the policies not paid.

Worker's Compensation Leave:

FMLA leave and workers' compensation leave can run together provided the reason for the absence is due to a qualifying serious illness or injury

Other Leave Without Pay:

A leave of absence without pay may be granted to any employee who has a reasonable need for such leave. A request must be submitted in writing through the Assistant Superintendent, to the Superintendent for recommendation to the Board of Education prior to the date that the leave of absence is anticipated to begin.

Amended 1/3/2005

Amended 1/4/2010

2.17 Pay Policy

Staff members employed on a contractual basis will have their annual salary divided by twelve and be paid one-twelfth (1/12) at the end of each month. Paychecks are distributed on or near the last working day of each month. All full-time employees who are exempt from the hourly wage requirements of the Fair Labor Standards Act will be paid on a 12-month basis.

Amended 9/4/07

2.18 Health Insurance

Group health and dental insurance is available to each full-time employee.

The District pays for the employee coverage on all certified professional staff, full-time professional non-certified staff and full-time support personnel. Premiums are payable in advance.

The Superintendent is responsible for the insurance plan for the district. Completed claim forms are to be submitted directly to the insurance company.

Any change of address, marital status, or dependent status must be communicated to the Business Manager immediately.

2.19 Life Insurance

Northwest Technology Center purchases life insurance for full-time certified employees, full-time professional non-certified staff and full-time support personnel. The insurance is an amount equal to the employee's salary and is rounded down to the nearest one thousand dollar amount (\$1,000.00). Enrollment shall be at the time of employment in the district.

2.20 Vacation Leave (12 month employees only)

The vacation allowance for eligible employees for each fiscal year is based upon length of service according to the following schedule.

Completed Months of Employment During Fiscal Year	Days of Vacation Allowance
12	10
11	9
10	8
9	7
8	6
7	5
6	4
5	3
4	2
3	1
2	0
1	0

Any employee who is employed for fifteen (15) days or more in their beginning month of employment will be considered as being employed for the full month.

Vacation will be scheduled by the Assistant Superintendent of each campus, with due consideration given to staffing requirements, employees length of service and employee preferences, in the order listed.

Vacation time cannot be accumulated or carried over from one fiscal year to the next fiscal year except at the discretion of the Superintendent. Twelve-month employees may be allowed to take vacation days from the prior fiscal year into July of the next fiscal year. Annual vacation shall be taken on a workday basis. Holidays falling within a period of annual leave shall not be charged to vacation leave. All vacation leave shall be documented on a leave request form.

Revised September 2, 2003

2.21 Accidents/Workers Compensation

Eligible employees of Northwest Technology Center have coverage of Workers' Compensation while they are on duty. The benefits will include those provided by Oklahoma Statutes. All accidents on the job, regardless of the severity, must be reported to the Assistant Superintendent of the respective campuses. Assistance will be given in filling out the required forms.

Accident Reports are available in the appendix of this document and on the forms page of the Northwest Technology Center Website.

Revised 4/5/2004

2.22 Unemployment Compensation

Eligible employees of Northwest Technology Center are covered by unemployment compensation. These benefits are mandated by statute.

Revised 2/2/2004

Revised 5/4/2004

2.23 Certificates

Each individual is responsible for obtaining the proper certificate for the position to which he/she is assigned. When the certificate is obtained, it is to be filed in the Office of the Superintendent.

Each person is responsible for meeting the requirements for certificate renewal. If you have questions concerning certificate renewal, please contact the Office of the Superintendent.

2.24 Substitute Teachers

The Assistant Superintendent, designee, or teacher will secure substitutes as early as possible after being notified of the absence. The teacher should notify the Assistant Superintendent by at least 7:00 a.m. of the day on which they are going to be absent. If the teacher is going to be absent the succeeding day they should notify the Assistant Superintendent by 2:00 p.m. on the day before being absent.

Short-term Instructors should notify the staff at the respective Assistant Superintendent's office as early as possible in the day if they are going to be absent from their class.

Substitutes should go to the Assistant Superintendent's office for instructions upon report for duty. They are expected to fulfill all duties of regular employees. Non-certified substitute's employment is limited by law to a maximum of seventy (O.S. Title 70) days, with no more than twenty (20) days in one assignment. Substitute teachers of special education are not subject to the same restrictions on time in the same assignment if no certified teachers are available to teach such students and the students would be denied instruction in special education if the substitute were not employed.

Any substitute or cadet teacher employed in any school system on a monthly or annual basis shall have a certificate and have a written contract in the manner and under the same conditions as for regular teachers.

The substitute instructor for day programs is set at \$60.00 per day.

Amended 3/6/95
Revised 2/2/2004
Revised 9/5/2006

2.25 Teacher Contracts

Teachers shall be employed by written contract with consideration of re-employment upon recommendation of the Superintendent and approved by the Board of Education.

A teacher's contract may be terminated by mutual agreement with the Board of Education under conditions stated in the School Code of Oklahoma.

A board of education shall have authority to enter into written contracts with a teacher for the ensuing fiscal year prior to the beginning of such year. If, prior to the first Monday in June, a board of education has not entered into a written contract with a regularly employed teacher or notified the teacher in writing by registered or certified mail that a recommendation has been made not to reemploy the teacher for the ensuing fiscal year, and if, by fifteen days following the first Monday in June, such teacher has not notified the board of education in writing by registered or certified mail that such teacher does not desire to be reemployed in such school district for the ensuing year, such teacher shall be considered as employed on a continuing contract basis and on the same salary schedule used for other teachers in the school district for the ensuing fiscal year, and such employment and continuing contract shall be binding on the teacher and on the school district.

Reference: 70 O.S. § 6-101
S.L.O. § 112

Revised 12/7/2009

2.26 Travel

Employees and board members attending pre-approved conferences, workshops and other business or professional trips related to school business shall present signed receipts for meals, lodging, registration, or other documentation for necessary and reasonable expenditures to be approved by the Superintendent or designee. Approved trips, related to school business, made in privately owned vehicles will be reimbursed at the IRS allowable rate. Approved professional or business related trips out-of-state will be reimbursed at the IRS allowable rate per mile or coach airfare, whichever is less. Actual cost of lodging, meals, and registrations will be reimbursed to district employees upon presentation of valid signed receipts.

Amended 2/1/99
Revised 2/2/2004
Revised 9/7/2004

2.27 Teacher Mentor/Resident Year Committee

All beginning teachers who graduated from college before February 1, 1982, and met approved program certification requirements prior to that date will be assigned a teacher mentor. Beginning teachers who hold a valid certification on February 1, 1982, shall be assigned a teacher mentor. Beginning teachers who graduated before February 1, 1982, but did not meet approved program certification requirements prior to that date or did not hold a valid certificate on February 1, 1982, shall be assigned a Resident Year Committee.

Revised 2/2/2004

2.28 In-Service Training/Professional Development

All certified employees must accrue at least 15 in-service points annually and seventy-five (75) in-service points in a five-year period. All professional non-certified and support employees must accrue at least forty (40) in-service points in a five year period with at least 8 points completed annually. All points to be counted must be in accordance with the local staff development committee guidelines.

The Professional Development plan of study is available in the appendix of this document and at

http://www.nwt.tec.ok.us/staff/forms/PROFESSIONAL_DEVELOPMENT_POINTS.pdf

Reference: 70 O.S. § 3-104.2
70 O.S. § 6-192 et. seq.
70 O.S. § 6-194

Revised 2/2/2004
Revised 4/5/2004
Revised 12/7/2009

2.29 Definitions

As used in Section 6-101 et seq. of O.S. Title 70 of the Oklahoma Statutes:

- A. “Administrator” means a duly certified person who devotes a majority of time to service as a superintendent, elementary superintendent, principal, supervisor, vice principal or in any other administrative or supervisory capacity in the school district;
- B. “Dismissal” means the discontinuation of the teaching service of an administrator or teacher during the term of a written contract, as provided by law;
- C. “Non-reemployment” means the non-renewal of an administrator’s or teacher’s contract upon expiration of the contract;
- D. “Career teacher” means a teacher who has completed three (3) or more consecutive complete school years in such capacity in one school district under a written teaching contract;
- E. “Hearing” means the hearing before a local board of education after a recommendation for dismissal or non-reemployment of a teacher has been made but before any final action is taken on said recommendation, held for the purpose of affording such teacher all rights guaranteed by the United States Constitution and the constitution of Oklahoma under such circumstances and for enabling the board to determine whether to approve or disapprove the recommendation;
- F. “Probationary teacher” means a teacher who has completed fewer than three (3) consecutive complete school years in such capacity in one school district under a written teaching contract;
- G. “Suspension” or “suspended” means the temporary discontinuance of an administrator’s or teacher’s services, as provided by law;
- H. “Teacher” means a duly certified or licensed person who is employed to serve as a counselor, librarian or school nurse or in any instructional capacity; an administrator shall be considered a teacher only with regard to service in an instructional, non-administrative capacity.

Reference: O.S. Title 70 § 6-101.3

2.30 Evaluation of Teachers and Administrators

The Board of Education shall maintain and annually review, following consultation with or involvement of representatives selected by local teachers, a written policy of evaluation for all teachers and administrators. In those school districts in which there exists a professional negotiations agreement made in accordance with Sections 509.1 et seq. of this title, the procedure for evaluating members of the negotiations unit and any standards of performance and conduct proposed for adoption beyond those established by the State Board of Education shall be negotiable items. Nothing in this act shall be construed to annul, modify, or to preclude the renewal or continuing of any existing agreement heretofore entered into between any school district and any organizational representative of its employees. Every policy so adopted shall:

- A. Be based upon a set of minimum criteria developed by the State Board of Education.
- B. Be prescribed in writing at the time of adoption and at all times when amendments thereto are adopted. The original policy and all amendments to the policy shall be promptly made available to all persons subject to the policy;
- C. Provide that all evaluations be made in writing and that evaluation documents and responses thereto be maintained in a personnel file for each evaluated person;
- D. Provide that every probationary teacher be evaluated at least two times per school year, once prior to November 15 and once prior to February 10 each year;
- E. Provide that every teacher be evaluated once every year, except as otherwise provided by law; and;
- F. Provide that, except for superintendents of independent and elementary school districts and superintendents of technology center school districts, who shall be evaluated by the local school board, all certified personnel, including administrators shall be evaluated by certified administrative personnel designated by the local school board.

All personnel designated by the local board to conduct their personnel evaluations shall be required to participate in training conducted by the State Department of Education prior to conducting such evaluations.

2.31 Teachers' Response to Evaluation

Whenever an evaluation is made of a teacher or administrator, a true copy of the evaluation shall be presented to the person evaluated, who shall acknowledge the written evaluation by signing the original. Within two (2) weeks after the evaluation, the person evaluated may respond and said response shall be made part of the record. Except by order of a court of competent jurisdiction, evaluation documents and the responses thereto shall be available only to the evaluated person, the board of education, the administrative staff making the evaluation, the board and administrative staff of any school to which such evaluated person applies for employment and such other persons as are specified by the teacher in writing and shall be subject to disclosure at a hearing or trial de novo.

Reference: O.S. Title 70 § 6-101.11

2.32 Standards of Performance and Conduct for Teachers

Teachers are charged with the education of youth and adults. 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 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 teachers:

- A. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
- B. Shall not unreasonably deny the student access to varying points of view.
- C. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
- D. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
- E. Shall not intentionally expose the student to embarrassment or disparagement.
- F. 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
 1. Exclude any student from participation in any program.
 2. Deny benefits to any students.
 3. Grant any advantage to any student.
- G. Shall not use professional relationships with students for private advantage.

- H. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

Principle II
Commitment to the Profession

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

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

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

- A. Shall not, in an application for professional position, deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
- B. Shall not misrepresent his/her professional qualifications.
- C. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute;
- D. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
- E. Shall not assist an unqualified person in the unauthorized practice of the profession.
- F. 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.
- G. Shall not knowingly make false or malicious statements about a colleague.
- H. 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 teacher performance; or
 - 7. Commission of an act of moral turpitude.
 - 8. Abandonment of contract.

- 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 shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued, if during the term of employment the teacher is convicted in this state, the United States, or another state of:
 - 1. Any sex offense subject to the Sex Offender Registration Act in this state or subject to another state’s or the federal sex offender registration provisions; or
 - 2. Any Felony Offense.

- 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.

- E. As used in this Section, “abandonment of contract” means the failure of a teacher to report at the beginning of a contract term or otherwise perform the duties of a contract of employment when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the contract of employment.

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Reference: O.S. Title 70 § 6-01.221, et seq.
S.L.O. § 125

Revised 12/7/2009

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

2.33 Teachers Exempted from Dismissal, Suspension and Non-reemployment Provisions

- A. The dismissal, suspension and non-reemployment provisions of the Teacher Due Process Act of 1990 shall not apply to:
 - 1. Substitute teachers;
 - 2. Adult education teachers; and
 - 3. Teachers who are employed on temporary contracts

- B. The dismissal and suspension provisions of the Teacher Due Process Act of 1990 shall apply to teachers who are employed in positions fully funded by federal or private categorical grants, except that such teachers shall be employed only for the duration of the grant.

Reference: O.S. Title 70 § 6-101

2.34 Procedures for Administrator to Follow for Admonishment of Teacher

- A. When an administrator who has the responsibility of evaluating a teacher identifies poor performance or conduct that the administrator believes may lead to a recommendation for the teacher's dismissal or non-reemployment, the administrator shall:
 - 1. Admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
 - 2. Establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the nature and gravity of the teacher's performance or conduct.

- B. If the teacher does not correct the poor performance or conduct cited in the admonition within the time specified, the administrator shall make a recommendation to the Superintendent of the school district for the dismissal or non-reemployment of the teacher.

- C. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or non-reemployment of a teacher within the district, the administrator who has responsibility for evaluation of the teacher shall be informed, and that administrator shall comply with the procedures set forth in this section. If the administrator fails or refuses to admonish the teacher within ten (10) days after being so informed by the board, superintendent, or other administrator, such board, superintendent or other administrator shall admonish the teacher pursuant to the provisions of this section.

- D. Repeated negligence in performance of duty, willful neglect of duty, incompetence, instructional ineffectiveness or unsatisfactory teaching performance, for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless and until the provisions of this section have been complied with.

Reference: O.S. Title 70 § 6-101.24

2.35 Recommendation of Dismissal or Nonreemployment to be in Writing

Whenever a superintendent decides to recommend that a teacher employed within the school district be dismissed or non-reemployed, the superintendent shall state the recommendation in writing, setting forth the basis for the recommendation, and shall submit such recommendation to the board of education.

If the teacher subject to such recommendation is a career teacher, the recommendation shall specify the statutory grounds for which the recommendation is based.

If the teacher subject to such recommendation is a probationary teacher, the recommendation shall specify the cause for which the recommendation is based.

The superintendent shall also specify the underlying facts supporting the recommendation.

Reference: 70 O.S. § 6-101.25

Amended 4/5/2004

2.36 Procedure of Dismissal or Nonreemployment – Hearing and Appeal Rights

- A. Whenever a board of education receives a superintendent’s recommendation for the dismissal or non-reemployment of a teacher, the board shall mail a copy of the recommendation to the teacher by certified mail, restricted delivery, return receipt requested or by substitute process as provided by law. By the same means, the board shall notify the teacher of such teacher’s right to a hearing before the board and the date, time and place set by the board for the hearing, which shall be held within the school district not sooner than twenty (20) days or later than (60) days after the teacher’s receipt of notice. The notice shall specify the statutory grounds upon which the recommendation is based up for a career teacher or shall specify the cause upon which the recommendation is based upon for a probationary teacher. The notice shall also specify the underlying facts supporting the recommendation. At such hearing, the teacher shall be entitled to all rights guaranteed under such circumstances by the United States Constitution and the Constitution of Oklahoma.

- B. The career teacher pretermination hearing shall be conducted by the local board as follows:
 - 1. The superintendent or designee shall, in person or in writing, specify the statutory ground upon which the recommendation is based. The superintendent or designee shall also specify the underlying facts and provide an explanation of the evidence supporting the recommendation for the dismissal or nonreemployment of the career teacher; and
 - 2. The career teacher or designee shall have the opportunity to present reasons, either in person or in writing, why the proposed action should not be taken.

- C. Only after the career teacher has a meaningful opportunity to respond to the recommendation for dismissal or nonreemployment at the pretermination hearing shall the local board decide whether to accept or reject the recommendation of the superintendent. The vote made by the board shall be made in an open meeting. The board shall also notify the career teacher of its decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested or substitute process as provided by law. If the decision is to accept the recommendation of the superintendent, the board shall include notification of the right of the career teacher to petition for a trial de novo in the district court within ten (10) days of the receipt of notice of the decision. At the pretermination hearing the burden of proof shall be upon the superintendent or designee and the standard of proof shall be by the preponderance of the evidence. The career teacher shall receive any compensation or benefits to which such teacher is otherwise entitled until such time as the teacher’s case is adjudicated at a trial de novo if the career teacher petitions for the trial de novo. Such compensation and benefits shall not be provided during any further appeal process.

- D. The probationary teacher hearing shall be conducted by the local board according to procedures established by the State Board of Education.
- E. Only after due consideration of the evidence and testimony presented at the hearing shall the local board decide whether to dismiss or nonreemploy the probationary teacher. The vote of the board shall be made in an open meeting. The board shall also notify the probationary teacher of the decision, including the basis for the decision, by certified mail, restricted delivery, return receipt requested, or substitute process as provided by the law. The decision of the board regarding a probationary teacher shall be final and nonappealable. At the hearing the burden of proof shall be upon the superintendent or designee, and the standard of proof shall be the preponderance of the evidence. The probationary teacher shall receive any compensation or benefits to which the teacher is otherwise entitled until such time as the decision of the board becomes final. If the hearing for a probationary teacher is for nonreemployment such compensation and benefits may be continued only until the end of the current contract of the teacher. (70-6-101.26) Note: Amended by HB 1767, Sec.9, of the 2003 Regular Session.

Reference: 70 O.S. § 6-101.26

Amended 4/5/2004

2.37 Teacher Appeal Process

- A. A career teacher shall be entitled to a trial de novo in the district court of the county in which the school district is located. Within ten (10) days of receipt of the board's notification of said teacher's right to a trial de novo, the teacher shall file a petition for a trial de novo.

Upon filing the petition, the court clerk shall issue a summons and cause service by mail to be made to the clerk of the local board of education by certified mail, restricted delivery with return receipt requested or substitute process as provided by law.

- B. If, within the ten-day period, the career teacher fails to file a petition for a trial de novo concerning the teacher's dismissal or non-reemployment, he teacher shall be deemed to have waived the right to a trial de novo and the initial determination of the board shall be final.
- C. The local school board shall serve its answer within twenty (20) days of the service of summons and petition upon it. The trial de novo shall be scheduled at the earliest possible date which will permit both parties adequate time to prepare for a just trial of the issues involved, provided however, said trial de novo shall be scheduled and help not less than ten (10) days and not later than thirty (30) days after the answers have been filed.
- D. Except as otherwise provided specifically in this section, the law generally applicable to civil suits filed in district court shall apply to the proceedings for trial de novo under this section. At the trial de novo the standard of proof shall be by the preponderance of the evidence and the burden of proof shall be on the district superintendent or designee, as representative of the local board of education, to establish de novo that the teacher's dismissal or non-reemployment is warranted. The trial de novo shall proceed as a non-jury trial before the court. The court shall determine de novo all issues of fact and law necessary for full adjudication of the dispute at the trial. The court shall not, by applying principals of collateral estoppel or res adjudicata or otherwise give preclusive effect to findings of fact of determinations of the board with regard to the issues necessary to determine the adequacy of the dismissal or non-reemployment of the teacher in the trial de novo. Within three (3) days following the conclusion of the trial de novo, the judge shall prepare written findings of fact and conclusions of law and shall enter judgment directing either of the following:
1. That the local board of education reinstate the career teacher with full employment status and benefits; or
 2. That the decision of the local board of education for the dismissal or non-reemployment of the career teacher be sustained.

In addition, the court may enter an order awarding the prevailing party attorneys fees and costs.

- E. The time limits set forth in this section for the proceedings before the district court may be extended by mutual agreement of the parties with the approval of the district court.
- F. The decision of the district court shall be final and binding upon the teacher and the board of education unless the teacher or the board of education appeals the decision of the district court in the manner provided by law for the appeal of civil cases from the district court.

Reference: O.S.70 § 6-101.27

2.38 *Applicable Procedure*

The applicable procedure in the event of a recommendation by the Superintendent for the dismissal or non-reemployment of a teacher shall be that procedure provided by law on the date such dismissal or non-reemployment is recommended to the local board of education.

Reference: O.S. 70 § 6-101.28

2.39 Suspension of Teacher

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

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

Reference: 70 O.S. § 6-101.29

2.40 Support Employees – Disciplinary Action

A support employee who has been employed by a local board of education for more than one (1) year shall be subject to suspension, demotion, termination, or non-reemployment for cause, as designated by the policy of the local board of education, adopted as provided in Section 6-101.43 of this title. This section shall not be construed to prevent layoffs for lack of funds or work. For purposes of this act “support employee” means a full-time employee of a school district as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee who is employed a minimum of one hundred seventy-two (172) days and who provides those services not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of a school district and shall not include adult education instructors or adult coordinators employed by the technology center.

Reference: 70 O.S. § 6-101-40

2.41 Grounds for Dismissal or Non-reemployment of Support Employees – Felony Convictions, Criminal Sexual Activity or Sexual Misconduct

- A. A school support employee convicted of a felony shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued.
- B. A school support employee 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 the 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.

Reference: 70 O.S. §6-101.41

2.42 *Disciplinary Policy - Statement*

Each local board of education shall adopt a policy statement defining the causes and procedures for suspension, demotion, termination or non-reemployment of support personnel. Upon adoption of such policy, a copy thereof shall be furnished to each support employee.

Reference: 70 O.S. § 6-101.43

2.43 Policy Prerequisite to Disciplinary Action

Beginning January 1, 1982, no suspension, demotion or termination of a support employee shall be effective or enforceable unless the local school board has adopted a policy as provided in section 2 of this act.

Reference: 70 O.S. § 6-101.44

2.44 Support Employees – Notification Concerning Employment

- A. A school district no later than ten (10) days after the effective date of the education appropriation bill or June 1, whichever is the later shall give reasonable assurance of employment in writing to any support employee that the school intends to employ for the subsequent school year.
- B. This section shall not be construed to nullify the provisions of Sections 24-133 through 24-137 of this title or be construed to deprive any employee that the district is considering not employing for the subsequent year of any rights provided in such sections.

Reference: 70 O.S. § 6-101.45

2.45 Right to Hearing

- A. After any suspension or prior to any demotion, termination or non-reemployment, a support employee shall receive notice of the right to a hearing. The hearing shall be conducted by the local board of education. All notices shall be by certified mail with the postmark used to determine the timeliness of the notice. Failure of the employee to request a hearing within ten (10) working days of such notice shall be considered a waiver of the employee's right to a hearing.
- B. Non-reemployment shall mean non-renewal of a support employee's contract upon expiration of the contract.
- C. If an employee is to be suspended for a period to exceed ten (10) days, the superintendent of the district shall initiate proceedings for termination and shall follow the procedures set forth in subsection A of this section. However, in a case involving criminal charge or indictment, the suspension may be delayed until the employee's case is adjudicated at the trial. Nothing in this act shall prevent the school board from proceeding against the employee during or after the suspension for termination as provided in this act.

Reference: 70 O.S. § 6-101.46

2.46 Time for Hearing – Board’s Decision Final

If the employee selects a hearing before the local board of education, the hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting if the request for the hearing was received by the local board of education at least ten (10) days prior to the next, or next succeeding, regularly scheduled meeting. Provided, however, at the request of the employee, or at the discretion of the local board of education, the local board shall call a special meeting to conduct the requested hearing, which shall be held no sooner than ten (10) days nor later than thirty (30) days after receipt of the employee’s request. The decision of the local board of education at the hearing shall be final.

Reference: 70 O.S. § 6-101.47

2.47 Suspension, Demotion, or Termination of Support Employees

In order to comply with title 70 of the Oklahoma Statutes, Section 24-132 through 24-136, the Northwest Technology Center Board of Education hereby adopts the following procedure for the suspension, demotion, or termination of support employees.

For the purposes of this policy a “support employee” is defined as an employee of a school district who provides those services, not performed by professional educators or licensed teachers that are necessary for the efficient and satisfactory functioning of a school district.

No support employees who have been employed in the Northwest Technology Center School District for one year or more may be suspended, demoted, or terminated except for the causes set out in this policy by the:

1. Superintendent of Schools
2. Assistant Superintendent of the respective campus

Nothing contained in this policy shall prevent the board of education from acting on its own volition in matters pertaining to suspension, demotion, or termination of support employees.

Whenever the administrators are of the opinion that the immediate suspension of a support employee is necessary and in the best interest of a school district, the administrators may suspend the employee without notice or hearing. If an employee is suspended for a period exceeding ten days, the superintendent of the district shall initiate proceedings for termination and shall follow the procedures set forth in this policy. However, in a case involving a criminal charge, the suspension may be delayed until the case is adjudicated at trial. Nothing herein shall prevent proceeding against the employee during or after the suspension for termination as provided in this policy.

Prior to any demotion or termination the support employee shall receive notice of his or her right to a hearing, which if requested will be conducted by the Northwest Technology Center Board of Education. All notices shall be by certified mail, with the postmark used to determine the timeliness of such notice. The support employee must request a hearing within ten working days of said notice or be deemed to have waived his or her right to a hearing. If the support employee requests a hearing the hearing shall be conducted at the next or next succeeding regularly scheduled meeting of the Northwest Technology Center Board of Education if the request is received by the clerk of the board at least ten days prior to aforesaid meeting. A special meeting may be conducted if requested by the employee or at the discretion of the Northwest Technology Center Board of Education. The special meeting shall be conducted no sooner than ten (10) days nor later than thirty (30) days after receipt of the employee’s request.

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The decision of the Northwest Technology Center Board of Education shall be final.

Nothing in the stated policy shall be construed to prevent layoffs for lack of funds or lack of work.

In order to comply with O.S. Title 70 of the Oklahoma Statutes 24-132 through 24-136, the Northwest Technology Center Board of Education hereby adopts the following causes for suspension, demotion or termination:

1. Failure to be at work-station at starting time
2. Leaving work-station without authorization prior to lunch periods, or end of work-day
3. Excessive unexcused absenteeism
4. Chronic absenteeism for any reason
5. Excessive tardiness
6. Wasting time or loitering during working hours
7. Leaving work area during working hours without permission
8. Falsification of personnel or other records
9. Possession of weapons on the premises at any time
10. Removing district property, records, or confidential information from premises without proper authority.
11. Willful abuse, misuse, defacing, or destruction of district property, including tools, equipment or other property of other employees
12. Theft or misappropriation of property of employees, students, or of the district
13. Sabotage
14. Distracting the attention of others
15. Refusal to follow instructions of supervisor
16. Refusal or failure to do work assignment
17. Unauthorized operation of machines, tools, or equipment
18. Threatening, intimidating, coercing, or interfering with employees or supervision at any time
19. The making or publishing of false, vicious, or malicious statements concerning any employee, supervisor, or the district
20. Creating disturbances on the premises at any time
21. Practical jokes injurious to employee's or district's property
22. Possession, consumption, or reporting to work under the influence of alcohol, non-prescribed drugs, or controlled substances
23. Disregard of know safety rules or common safety practices
24. Unsafe operation of motor driven vehicles
25. Operating machines or equipment without safety devices provided
26. Gambling, lottery, or any other game of chance on district property
27. Unauthorized distribution of literature, written, or printed matter of any description on district property
28. Posting or removing notices, signs, or writing in any form on bulletin boards of district property at any time without specific authority of the administration
29. Poor workmanship

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30. Immoral conduct or indecency including abusive and/or foul language
31. No personal calls during work hours, except for emergencies, including incoming and out-going calls
32. Walking off job
33. Smoking in an unauthorized area or at any unauthorized time
34. Willful neglect of duty
35. Refusal of job transfer within the district, if transfer does not result in demotion
36. Abuse of “breaks” (rest periods) or meal period policies
37. Insubordination of any kind
38. Violation of any district rule or policy
39. Violation of any administrative rule or order
40. When it is in the best interest of the school district any support personnel may be suspended, demoted or terminated

2.48 Reduction in Force – R.I.F.

- A. Authority: The Board of Education has the authority to discharge certified school personnel or to terminate certified school instructors with tenure rights after notice and a hearing when reduction in certified personnel is required as a result of decreased enrollment, decreased revenues, or a decrease or revision of educational programs. This policy is adopted as the exclusive procedures by which reductions in personnel covered by the policy may be accomplished.

- B. Board Discretion: The Board of Education is vested with the discretion to determine the educational programs of the district, so long as the State Board of Career and Technology Education’s educational standards are met. Therefore, the Board, in its discretion, may revise the educational program or decrease the number of certified employees of the district at any time and it solely vested with the discretion to determine when decreased enrollment, financial exigency or other causes justify that a reduction in personnel occur.

- C. Situations justifying Reduction-In-Force: Situations which justify that reduction-in-force (hereinafter R.I.F.) occur shall include, but not be limited to the following:
 - 1. Decrease in student enrollment;
 - 2. Decrease in revenue:
 - a. Because of decrease in student enrollment,
 - b. Because of loss or reduction of tax revenues,
 - c. Because of reduction of state, local, or federal financial support received;
 - 3. Change in the educational programs of the district, as determined by the Board in its good faith exercise of discretion;
 - 4. Court orders;
 - 5. Legislative mandates.

- D. Requirements of Good Faith: The Board of Education shall exercise its discretion in good faith and determine that R.I.F. is necessary. It shall be based on bona fide educational considerations and not be subterfuge.

- E. Determination of Need for Reduction-In-Force:
 - 1. Preliminary Report: It shall be the responsibility of the Superintendent, with the assistance of the administrative staff, to report to the Board at the earliest possible time, any circumstances which may ultimately require R.I.F., in order that the maximum notice to certified personnel be given of the possibility of R.I.F.

Preparation of Plan for R.I.F.: When the Superintendent believes that R.I.F. is necessary, a plan for R.I.F. shall be developed for presentation to and consideration by the Board. The plan shall not identify individuals to be terminated or discharged, such decision not occurring until after Board approval of a R.I.F. plan. The plan shall include consideration of the following:

- a. Cause or causes requiring R.I.F.;
 - b. Adjustment already made by the administration in attempt to avoid R.I.F., if any (e.g. reduction by attrition);
 - c. Plan for R.I.F.;
 - d. Discussion of all alternatives (if any) to the plan proposed or considered by the Superintendent.
2. Board Consideration: The Board shall consider the plan and the recommendations of the Superintendent at a duly called Board meeting, the agenda of which announces that R.I.F. plan will be considered. The discussion and action on the plan shall be in open session; however, nothing herein shall restrict the Board from holding portions of those discussions in closed session, if such discussion would be proper under the Open Meeting Act. The Board may allow such prior review, consultation and comment by employees and such public discussion prior to taking action on the plan as is deemed appropriate.

The plan for R.I.F. adopted by the Board shall be made available to all staff, by providing copies thereof in the Superintendent's office.

- G. Selection of Certified Personnel to be Terminated or Discharged: Based upon the plan approved by the Board, the administration shall perform a study of the certified personnel to determine which person or persons must be discharged or terminated in order to carry out the plan. The following criteria shall be applied in making the selection:

1. Certification: The proper certification of staff to maintain a sound and balanced educational program which is accredited and meets State Educational Standards, as well as the Board's educational program for the district, shall be the primary concern and the initial criterion to be applied in making the R.I.F. selections. Sub-standard certification is inferior to full certification and the person who is fully certified for the available position(s) shall be retained in preference to the person holding a sub-standard certificate.
2. Transfers/Reassignments: The entire school must be taken into account when a R.I.F. is being considered and if there is any position available in the entire school for which a person is qualified and certified, he or she may not be discharged, or, if a tenured person, he or she may not be

terminated, but shall be transferred or reassigned to another assignment in a different area of instruction or administration for which the person is certified and where a position exists.

3. Tenure Status: Certification status being equal between two individuals being considered for termination or discharge, a person with tenure shall be retained in preference to a person without tenure.
- H. Other Selection Criteria: If two individuals are equally or equivalent in certification and/or tenure status and it is necessary to decide which shall be terminated or discharged, the following selections system shall be applied:
1. Service in District: Each person shall be awarded one (1) point for each year of full-time service with Northwest Technology Center during all years of uninterrupted service prior to current year.
 2. Education: The amount of credit for education shall be determined based on degree and additional hours:

a.	B.A.	0 Points
b.	B.A. +10	3 Points
c.	B.A. +20	6 Points
d.	B.A. +45 or M.A.	9 Points
e.	M.A. +15	12 Points
f.	Post M.A. or M.A. +45	15 Points
 3. Selection Based on Scores: The Superintendent shall total the points for service, education and performance. The person with the lowest score shall be the person who is released. The computations of the Superintendent plus the rating forms on the persons considered for release shall be available for review by the person released.
- I. Procedures for Termination or Discharge: Each certified instructor or administrator discharged and each certified school instructor with tenure rights to be terminated shall be entitled to the procedural Due Process required by statute and regulations of the State Board of Education governing discharge of certified school personnel or termination of certified school instructors with tenure rights. The appropriate procedure shall be followed.

At the hearing before the Board, the administration shall have the burden of demonstration, by preponderance of the evidence, that there is not a position available for which the person being released is qualified, in light of the availability of positions, after adoption of the R.I.F. plan and application of the selection criteria.

1. Non-Tenured Personnel: Nothing herein shall be construed as enlarging the right of non-tenured certified school personnel to notice, hearing or

written decision of the Board in connection with termination of non-tenured certified school personnel not reemployed for the succeeding school year, even though the reason for such termination may be R.I.F. Nor shall this policy be construed as conferring any property right on such non-tenured certified school personnel, creating any objective expectancy of reemployment absent compliance with the procedures included in this policy.

2. Tenured Personnel or those Discharged for R.I.F. during Term of Contract: In case of the discharge of a certified employee during the term of a contract or termination of a tenured certified school instructor, the written decision of the Board, required by statute and regulation, shall clearly specify that the release resulted from R.I.F. and not from any cause personal to the person released.

J. Recall of Released Staff

1. Right of Recall: For a period of one year after the effective date of the termination of a tenured certified school instructor or the discharge of any certified employee pursuant to this policy, the Board shall offer to such person any position(s) which becomes available for which such person is certified and qualified, provided that such person has complied with the requirements listed below.
2. Requirement of Expression of Intent: Every certified person discharged and every certified school instructor with tenure rights terminated under this policy who wishes to be considered for recall in the event that an opening develops must file with the Superintendent, within thirty (30) days after the effective date of the discharge or termination a written statement, indicating a desire to be considered for recall and providing an address at which the person may be contacted. Such person must notify the Superintendent of any change in address, within ten (10) days after changing residence in order to insure proper notification in the event of a recall.
3. Notification of Recall and Acceptance: Any person selected for recall hereunder shall receive notification in writing of the recall at the address provided. Such notification shall be by certified mail. The recalled person must accept the position offered through recall in writing. Such acceptance must be received in the Superintendent's office within ten (10) calendar days after mailing of the recall notice to the person. Rejection of the offer, in writing or by failure to timely respond, shall result in forfeiture by the recalled person of any further rights under this policy. Thereafter, an offer of recall will be made to the next person qualified to

be recalled, or if there is none, the position will be filled by another applicant.

4. **Rights of Recalled Person:** Any person recalled pursuant to this policy shall retain any tenure rights accrued, have all accrued sick leave restored and be given credit for all years of actual service toward earning tenure if non-tenured.

6. **Loss of Rights After One Year:** After the one-year recall period has expired, any person terminated or discharged under this policy shall no longer have any right to be recalled. Such persons who wish to be reemployed shall file applications for employment and will be treated as would any other applicant for a vacant position

Revised 12/7/2009

2.49 Exposure Control of Bloodborne Diseases

Northwest Technology Center believes that there are a number of general principles that should be followed when working with bloodborne pathogens. These include:

- A. It is prudent to minimize all exposure to bloodborne pathogens.
- B. Risk of exposure to bloodborne pathogens should never be underestimated.
- C. Our school should institute as many engineering and work practice controls as possible to eliminate or minimize employee exposure to bloodborne pathogens.

It shall be the policy of Northwest Technology Center to implement and Exposure Control Plan to meet the letter and intent of the Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard. The objective of the Plan is as follows:

- A. To protect our employees from the health hazards associated with bloodborne pathogens.
- B. To provide appropriate treatment and counseling should an employee be exposed to bloodborne pathogens.

Direct responsibility for overall management and support of the Exposure Control Plan will be the Assistant Superintendents at the Alva and Fairview Campuses. The Assistant Superintendents will be designated as the Exposure Control Officers and will be assisted in fulfilling the responsibilities by an Exposure Control Committee.

Copies of the Exposure Control Plan are available to employees, students, and patrons at any time. Recognizing the importance of keeping the Exposure Control Plan up-to-date, the Plan will be review and updated.

Adopted 9/8/92

2.50 Employee and Student Sexual Harassment

(See also 4.17 – in Student Section)

Employees/Students in this District shall be free from sexual harassment and hostile sexual environment.

Sexual harassment violates Title VII of the 1964 Civil Rights Act, as amended by the Civil Rights Act of 1991. Any employee/student who is subjected to such harassment and/or a hostile sexual environment, or who has knowledge of such harassment, should report it to the Assistant Superintendent or Equal Opportunity Compliance Officer who are responsible for complaint investigation. The Assistant Superintendent and the Equal Opportunity Compliance Officer will confer and recommend further action to the Superintendent.

Employees and/or students who use their position to obtain sexual favors or imply that submission to or rejection of sexual advances will be used as a basis for grade, retention, referral, or any other decision, shall be subject to strong disciplinary measures, including dismissal.

Employees/students must be free to carry out duties in an environment which treats them with respect and is not allowed to be fraught with sexual hostility. Employees or students who create a hostile work environment which has a sexual or excretory bases or allusion through words, gestures, body positions, body proximity, writings, electronic mail, or any other means, shall be subject to disciplinary action, up to and including dismissal for the teacher, or expulsion for the student. A hostile environment is defined as an environment which limits or precludes a reasonable employee/student from working to his/her maximum potential. The existence of a hostile environment shall be decided only after a full review of all relevant circumstances; provided, it shall be a hostile environment if any employee/student complains about behavior as set forth above in writing and such behavior continues or is allowed to continue; provided further, that if any teacher or aide allows a hostile environment to exist or to continue after the teacher or aide knew or should have known about the situation, then the teacher or aide shall be disciplined accordingly, up to and including dismissal.

Any retaliation against any person who files a sexual harassment complaint, or against any person who provides information or testifies in any sexual harassment investigation, shall be grounds for dismissal. Filing a legal action for defamation shall not be considered retaliation under this paragraph.

Under Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations, no individual may be discriminated against on the basis of sex/gender in any education program or activity receiving Federal financial assistance. Sexual harassment of students is a form of prohibited sex discrimination. The following types of conduct constitute sexual harassment:

Quid Pro Quo harassment – A school employee explicitly or implicitly conditions a student’s participation in an education program or activity or bases an educational decision on the student’s submission to unwelcome sexual advances, requests for sexual favors, or other verbal, nonverbal or physical conduct of a sexual nature. Quid pro quo harassment is equally unlawful whether the student resists and suffers the threatened harm or submits and thus avoids the threatened harm. Hostile Environmental Sexual Harassment—Sexually harassing conduct (which can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature) by an employee, by another student, or by a third party that is sufficiently severe, persistent, or pervasive to limit a student’s ability to participate in or benefit from an education program or activity, or to create a hostile or abusive educational environment.

Adopted 10/5/94

Amended 5/2/05

Amended 12/4/06

2.51 Drug Free Workplace

(See also 4.11 in Student Section)

In order to maintain a healthy educational and working environment in the School District's schools and to comply with the requirements of the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989 for the purposes of receiving federal assistance, the Northwest Technology Center Board of Education adopts the following policy:

Using, possessing, dispensing, distributing, manufacturing, or being under the influence of a controlled substance, alcoholic beverage, or non-intoxicating beverage (as defined by Oklahoma Law) in any of the School District's facilities, on School District property (including vehicles) or at a School District sponsored function or event by a student or employee of the School District is prohibited. Violation of this prohibition shall result in disciplinary action, which may include dismissal from school or work; or non-reentry of school or non-renewal of employment. Violations which constitute criminal acts will be referred for prosecution.

Adopted 5/7/90

Revised 3/6/95

Revised 6/5/95

2.52 Employee Records Investigation

The Superintendent will determine whether to request a records check of the prospective employee's name only, or a check of the prospective employee's name and fingerprints, or whether to check at all. The Board of Education believes that it has a responsibility to seek only those employees who are qualified in every respect.

The Board further believes that it should avail itself of means and methods provided by the legislature to assist in the selection of employees. Therefore, it is the policy of this Board of Education to require a signed release from all prospective employees allowing a felony records check to be conducted as authorized by Oklahoma law. The records check may be initiated by the school district's written request, through the Superintendent, to the State Department of Education.

Further, the Superintendent is authorized to request a state only check, or a state and national search. Such determinations will be made at the discretion of the Superintendent.

If the Superintendent requests that a national records search be conducted, the prospective employee will be required to furnish a fingerprint card to the Oklahoma State Bureau of Investigation (OSBI) and must pay to the OSBI the cost of the records search up to \$50.00.

If the applicant for employment meets all other criteria for employment in this school district, the applicant may be employed on a temporary basis for up to sixty (60) days pending receipt of the felony records search results. If the applicant is offered permanent employment following the review of the records search, the OSBI search fee, if any, will be reimbursed up to a maximum of \$50.00.

Reference: 70 O.S. § 5-142

2.53 Crime Awareness and Campus Security

(See also 4.17 in Student Section)

Northwest Technology Center believes that the public should know how to report a possible crime which occurs at the sites of Northwest Technology Center campuses in Alva and Fairview.

To report a victim or witness needs to contact the Assistant Superintendent of their Campus.

A copy of the disclosure requirements of Crime Awareness and Campus Security Act of 1990 (reference Senate Bill 580 – Cleary Bill – P.L. 101-542) is available in the Financial Aid Handbook in the offices of the Assistant Superintendents or online at <http://www.nwtechonline.com/docs/FinAidHandbook.pdf>.

Adopted 3/6/95
Revised 2/2/2004

2.54 Internet Use

TERMS AND CONDITIONS FOR USE OF INTERNET

Please read the following carefully before signing this document. This is a legally binding document and is a part of the policies of Northwest Technology Center.

Internet access is now available to students and teachers in the Oklahoma public school districts. We are very pleased to bring this access to Oklahoma and believe the Internet offers vast, diverse and unique resources to both students and teachers. Our goal in providing this service to teachers and students is to promote educational excellence in the Oklahoma public schools by facilitating resource sharing, innovation and communication.

The Internet is an electronic highway connecting thousands of computers all over the world and millions of individual subscribers. Students and teachers have access to:

- ✓ Electronic mail communication with people all over the world
- ✓ Information and news
- ✓ Public domain and shareware of all types
- ✓ Discussion groups on a plethora of topics ranging from diverse cultures to the environment to music to politics
- ✓ Access to many university catalogs

With access to computers and people all over the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. Northwest Technology Center and the Oklahoma State Department of Education have taken available precautions to restrict access to inappropriate materials. However, on a global network it is impossible to control all materials and an industrious user may discover inappropriate information. Internet access is coordinated through a complex association of government agencies, and regional and state networks. In addition, the smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. In general this requires efficient, ethical and legal utilization of the network resources. If a Northwest Technology Center user violates any of these provisions, their access will be terminated and future access will be denied. Additionally, students who violate this agreement will face disciplinary consequences including the possibility of suspension or removal from school. Consequences shall be consistent with the behavior and conduct policies of Northwest Technology Center applicable to students. Likewise, teachers determined to be in violation of this policy may face adverse employment penalties including the possibility of non-reemployment or dismissal. The signature(s) at the end of this document is (are) legally binding and indicates the party(ies) who signed has(have) read the terms and conditions carefully and understand(s) their significance.

INTERNET – TERMS AND CONDITIONS

1) Acceptable Use – The purpose of the Internet, is to support research and education in and among academic institutions in the U.S. by providing access to unique resources and the opportunity for collaborative work. School use must be in support of education and research and consistent with educational objectives. Use of other organization’s network or computing resources must comply with the rules appropriate for that network. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by trade secret. Use for product advertisement or political lobbying is also prohibited. Use for commercial activities is generally not acceptable.

THERE IS NO EXPECTATION OF PRIVACY OF ANY USER IN THE USE OF NORTHWEST TECHNOLOGY CENTER’S INTERNET SYSTEM. ITS USE MAY BE PERIODICALLY REVIEWED BY DESIGNATED PERSONNEL. USE OF THE INTERNET SYSTEM IN A MANNER INCONSISTENT WITH THIS POLICY AND AGREEMENT IS STRICTLY PROHIBITED.

2) Privileges and Penalties – The use of Internet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. Each student who receives access will participate in a discussion with a Northwest Technology Center faculty member pertaining to the proper use of the network. The system administrators and teachers will deem what is inappropriate use and their decision is final. The district may deny, revoke, or suspend specific user access. Additionally, in the event the user incurs any unauthorized costs, fees or charges, they shall be the sole responsibility of the user and not Northwest Technology Center. Likewise, any user who willfully or through gross negligence destroys or damages any District computing resources or equipment shall be held financially responsible for the repair or replacement of the computing resources or equipment.

3) Inappropriate Use – Each system user is expected to comply with all District policies governing internet access and to abide by generally-accepted rules of network etiquette. These general rules include, but are not limited to, the following:

- a) Appropriate language – Do not use abusive language in messages to others. Be polite. Do not use obscene, indecent, lewd or profane language, vulgarities, rude or disrespectful language. Do not engage in personal attacks or activities intended to distress, harass or annoy another user.
- b) Safety – Do not reveal personal contact information about yourself or any other person. This information includes telephone numbers and addresses. Do not use the internet access to arrange meetings with persons you have met on line. Users will promptly disclose to the teacher, District system administrator or to some other member of the faculty or staff any message they consider to be inappropriate or which makes them feel uncomfortable.
- c) Electronic mail – Users should be aware that electronic mail (e-mail) may not be assumed to be a private communication. The District and system

administrators do have access to email. Messages relating to or in support of illegal activities will be reported to the authorities. System users should not post any message which is intended to be private.

- d) Network resources – System users should not use the network in a way that will disrupt the use of the network by other users. **THE NETWORK SHOULD BE USED FOR EDUCATIONAL, PROFESSIONAL AND CAREER DEVELOPMENT ACTIVITIES ONLY.** System users should refrain from downloading large files unless absolutely necessary, and then only when the system is not being heavily used. Such files should be removed from the system computer to the user’s personal computer as soon as possible.
 - e) Intellectual property – Do not plagiarize works obtained from the internet. Users must respect the rights of copyright owners and comply with all limitations imposed upon use of copyrighted material.
- 4) Northwest Technology Center and the Oklahoma State Department of Education make no warranties of any kind, whether expressed or implied, for the service it is providing. Northwest Technology Center and the Oklahoma State Department of Education will not be responsible for any damages suffered. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by negligence, errors or omissions. Use of any information obtained via Northwest Technology Center, or the Oklahoma State Department of Education is at the users own risk. Northwest Technology Center is not responsible for the accuracy or quality of information obtained.
- 5) Security - Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on the Internet, you must notify a teacher who will in turn notify a system administrator. Do not demonstrate any problems to other users. Do not use individual’s account without written permission from that individual. Attempts to access Internet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to Internet.
- 6) Vandalism - 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 agencies or other networks that are connected to the Internet backbone. This includes, but is not limited to, the uploading or creation of computer viruses.
- 7) Exception of Terms and Conditions - All terms and conditions as stated in this document are applicable to Northwest Technology Center, and the Oklahoma State Department of Education. These terms and conditions reflect the entire agreement of the parties and supersede all prior oral or written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the State of Oklahoma, and the United States of America.

8) Inappropriate Material – Access to information shall not be restricted or denied solely because of the political, religious, or philosophical content of the material. However, system users must realize that rights go hand-in-hand with responsibilities and agree not to use the District system to access information or to distribute information or material which is:

- a) Obscene to minors, meaning (i) material which, taken as a whole, lacks serious artistic, political or scientific value for minors and, (ii) when an average person, applying contemporary community standards, would find that the written material, obsessive interest in sex by minors.
- b) Libelous, meaning a false and unprivileged statement about a specific individual which tends to harm the individual's reputation.
- c) Vulgar, lewd or indecent, meaning material which, taken as a whole, and average person would deem improper for access by or distribution to minors because of sexual connotations or profane language.
- d) Display or promotion of unlawful products of services, meaning material which advertises or advocates the use of products or services prohibited by law from being sold or provided to minors.
- e) Group defamation or hate literature, meaning material which disparages a group on the basis of race, religious affiliation, ethnic or national origin, gender identity or preference, or handicapped condition or advocates illegal conduct or violence or discrimination toward any particular group of people. This includes racial and religious epithets, "slurs", insults and abuse.
- f) Disruptive school operations, measures material which, on the basis of past experience or based upon specific instances of actual or threatened disruptions relating to the information or material in question, is likely to cause a material and substantial disruption of the proper and orderly operation of school activities or school discipline.

10) Employee Access – In order for any employee of the District to gain access to the to the District system, the employee must sign the Employee Internet Access Agreement.

11) Application and Enforceability – The terms and conditions set forth in this policy shall be deemed to be incorporated in their entirety in the Internet Access Agreement executed by each system user. **BY EXECUTING THE INTERNET ACCESS AGREEMENT, THE SYSTEM USER AGREES TO ABIDE BY THE TERMS AND CONDITIONS CONTAINED IN THIS ACCEPTABLE USE POLICY. THE SYSTEM USER ACKNOWLEDGES THAT ANY VIOLATION OF THIS ACCEPTABLE USE POLICY MAY RESULT IN ACCESS PRIVILEGES BEING REVOKED, DISCIPLINARY ACTION BEING TAKEN, INCLUDING, AS TO STUDENTS, DISCIPLINARY ACTION UNDER THE DISTRICT'S STUDENT DISCIPLINE POLICY AND, AS TO EMPLOYEES, ANY SUCH DISCIPLINE AS MAY BE ALLOWED BY LAW, INCLUDING TERMINATION OF EMPLOYMENT.**

2.55 Health Instructors – Criminal Background Check

It shall be the policy of Northwest Technology Center to forward to all clinical sites a copy of the OSBI Criminal Background Check for instructors who shall be working at those sites if the OSBI check discloses a felony or registration as a Sex Offender. If the background check does not contain a felony or registration as a sex offender, the District shall, in writing, notify the clinical site of that fact. The District reserves the right to extend the background check beyond the borders of the State of Oklahoma if it deems necessary.

An instructor's initial background check shall suffice, unless the District is put on notice of some situation that requires additional background checks. The clinical sites shall be notified only if the additional background check shows a felony or sex offender.

The cost of the initial background check and any additional checks shall be borne by the District.

Adopted 7/6/2004

2.56 Student Organizations

Career tech organizations, sponsored by the instructor of each class, are provided to promote activities for citizenship and leadership development. The student activities conducted during the year are an integral part of the curriculum.

Monthly meetings and/or programs will be held during the school day. Students will be given opportunities to participate in skill contests with students from other technology centers.

Adopted 12/7/2009

2.57 Hazing

No student organization or any person associated with any organization sanctioned or authorized by Northwest Technology Center shall engage or participate in hazing.

“Hazing”, for the purpose of this policy means any activity which recklessly or intentionally endangers the mental health or physical health or safety of a student for the purpose of initiation or admission into or affiliation with any organization operating subject to the sanctions of Northwest Technology Center.

“Endanger the physical health” shall include but not be limited to any brutality of physical nature, such as whipping beating, branding, forced calisthenics, exposure to elements, forced consumption of any food, alcoholic beverage as defined by law, drug, controlled dangerous substance, or other substance, or any other forced physical activity which could adversely affect the physical health or safety of the individual.

“Endanger the mental health” shall include any activity, except those activities authorized by law, which would subject the individual to extreme mental stress, such as prolonged sleep deprivation, forced prolonged exclusion from social contact, forced conduct which could result in extreme embarrassment, or any other forced activity which could adversely affect the mental Health or dignity of the individual.

Adopted 12/7/2009

2.58 Malicious Intimidation or Harassment because of Race, Color, Religion, Ancestry, National Origin or Disability (and 4.22)

- A. No person shall maliciously and with the specific intent to intimidate or harass another person because of that person’s race, color, religion, ancestry, national origin or disability:
 - 1. Assault or batter another person;
 - 2. Damage, destroy, vandalize or deface any real or personal property of another person; or
 - 3. Threaten, by word or act, to do any act prohibited by paragraph 1 or 2 of this subsection if there is reasonable cause to believe that such act will occur.

- B. No person shall maliciously and with specific intent to incite or produce, and which is likely to incite or produce, imminent violence, which violence would be directed against another person because of that person’s race, color, religion, ancestry, national origin or disability, make or transmit, cause or allow to be transmitted, by telephonic, computerized, or electronic message.

- C. No person shall maliciously and with specific intent to incite or produce, and which is likely to incite or produce, imminent violence, which violence would be directed against another person because of that person’s race, color, religion, ancestry, national origin or disability, broadcast publish or distribute, cause or allow to be broadcast, published or distributed, any message or material.

- D. Any person convicted of violating A., B., or C. of this section shall be guilty of a misdemeanor on a first offense and a felony for a second or subsequent offense as outlined in 21 O.S. § 850.

Reference: 21 O.S. § 850

Adopted 12/7/2009

2.59 Criminal Records Search

It shall be the policy of Northwest Technology Center (“the District”) that it will obtain the results of a national criminal history record check (“record check”), as defined by Oklahoma Statutes title 74, §150.9, of every prospective District employee and conduct an annual search of the Oklahoma Sex Offender and Mary Rippy Violent Crime Offender Registries with respect to all employees who offer or provide services to children.

Felony Record Search of Prospective Employees:

During the first interview with each employment applicant, the District will advise the applicant that:

- A. The District requires a record check of every prospective employee as a condition of employment;
- B. To enable the District to request the search and obtain the results, the applicant must complete and sign an Authorization and Release form provided by the District;
- C. The District will only request a felony record search if the Superintendent recommends employment of the applicant;
- D. If the Superintendent recommends employment of the applicant, the applicant must permit himself/herself to be fingerprinted, if applicable, provide a social security number and provide any other information necessary to facilitate the felony record search; and
- E. The applicant, if placed on duty prior to receipt of the felony search results, will be classified as a temporary employee until the District is notified that the search is clear of any felony record. All felony record searches will be made in compliance with the Federal Fair Credit Reporting Act.

If the results of the record check are not received by the District within sixty (60) days, or if the Record Check reveals a prior felony offense conviction, or if the Record Check reveals a false response to one or more of the questions on the Authorization and Release, the applicant shall be deemed to have resigned his or her employment. Such resignation may be accepted by the Board of Education at any time. Under these circumstances, the applicant waives any due process procedures which might be available under federal and state law and the District’s policies and procedures.

Felony Record Searches of Employees:

The District will also request a record check of the name, fingerprints, social security number or other relevant information of any current District employee if the Board of Education or Superintendent requests a search of that employee's felony record.

Annual Search of Sex Offender and Violent Crime Offender Registries:

Pursuant to Oklahoma Statutes title 57, § 589, the District shall conduct an annual name search against the Oklahoma Sex Offenders Registry and the Mary Rippy Violent Crime Offenders Registry of all District employees who provide or offer services to children.

Reference: 57 O.S. § 589
74 O.S. § 150.9

Adopted: 9/13/2010

2.60 Tobacco Free Campus 24/7 (4.23 and 7.02)

Northwest Technology Center prohibits the use of all tobacco products, including e-cigarettes, and nicotine vapor products in or upon school property, 24 hours a day, seven days a week. This policy also applies to students on school-sponsored activities. In addition to prohibiting the use of tobacco products, secondary students are prohibited from possession of tobacco products on school property or on school-sponsored activities.

Tobacco Products includes tobacco, simulated tobacco, cigarettes, cigars, snuff, chewing tobacco, e-cigarettes, nicotine vapor products, and paraphernalia to use tobacco products.

School Property is defined as all property owned, leased, rented or otherwise used by Northwest Technology Center including buildings, school grounds, parking lots, and vehicles.

Use is defined as lighting, chewing, inhaling, or smoking any tobacco product as defined in this policy.

This policy shall apply to all employees, students, contracted labor, volunteers, visitors, and vendors without exception.

Appropriate signage is displayed as notice to the public that Northwest Technology Center is a Tobacco Free Campus 24/7.

Adopted 07/06/2011
Amended 12/02/2013

2.61 Educational Assistance Policy

Northwest Technology Center recognizes the importance of continuing education and provides financial assistance to employees by reimbursement for approved job-related educational courses provided by accredited colleges and universities. This policy is intended to serve as an incentive to improve professional capabilities, encourage educational growth, and promote personal growth and development.

Qualifications/Requirements:

- A. Full-time employees (eligible immediately upon employment)
- B. Provide to the Human Resources Director a degree plan related to employment along with a completed application found on the NWTC Staff Forms page at www.nwtech.edu.
- C. Obtain the Superintendent's approval of the degree plan *prior* to the start of the semester in which reimbursable courses will be completed. (The Superintendent will determine whether the degree plan is in alignment with the intent of this program. The Superintendent's decision is final and non-appealable.)
- D. Submit proof of completion of course(s) with a minimum course grade of "C" (2.0) or higher within sixty (60) calendar days of completion of the course to the Human Resources Director.
- E. Submit itemized proof of tuition and fees payment within sixty (60) calendars days of completion of the course(s) to the Human Resources Director. Employees receiving other financial assistance that pays for tuition may seek reimbursement for other education related expenses to be approved on a case-by-case basis by the Superintendent.
- F. Other financial assistance options that may be available, including ODCTE Lottery Funds and Career Tech Foundation Scholarships, must be applied for prior to NWTC funds being disbursed. Reimbursement cannot be requested for course expenses paid for by other scholarships.

Reimbursement Guidelines:

- A. Reimbursement is only available for courses on the approved certificate and/or degree plan.
- B. The maximum reimbursement rate is: \$200/credit hour for undergraduate courses; \$250/credit hour for graduate courses.
- C. Limit of NWTC funds per fiscal year per employee: \$2,400/year for undergraduate credit hours and \$3,000/year for graduate credit hours. NWTC funds can be used to reimburse employee for tuition, fees, books/materials/supplies, and travel expenses not covered by other financial assistance.
- D. Additional requests for reimbursement above the limit per year/per employee will be considered on a case-by-case basis dependent upon availability of funds budgeted for this purpose during that fiscal year.

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- E. Total reimbursement from all Career Tech related financial assistance programs (NWTC funds, ODCTE Lottery Funds, Career Tech Foundation Scholarships, etc.) cannot exceed the actual educational expenses incurred.
- F. The reimbursement process stated above will be in effect beginning July 1, 2016.

Funding & Evaluation of the Educational Assistance Policy: The annual budget approved by the Board of Education will include an amount budgeted each fiscal year for this program. The program will be evaluated annually to determine the number of NWTC employees that successfully utilized the reimbursement procedures, the total amount of school funds expended, and the certificate/degree completion progress of the employees. Continuation of the program and/or budget adjustment and other considerations will be determined from the results of the evaluation.

Adopted 5/4/2015

Amended 6/6/2016