

**TITLE 210. STATE DEPARTMENT OF EDUCATION  
CHAPTER 1. STATE BOARD OF EDUCATION**

**SUBCHAPTER 3. DEPARTMENTAL PRECEPTS**

**210:1-3-4. Annuities contracts. [REVOKED]**

- ~~(a) The State Board of Education, governing body of the State Department of Education, adopted a Resolution October 25, 1963 in accordance with the internal Revenue Code, Section 403b, making the tax sheltered annuity program available to its employees.~~
- ~~(b) The member (employee) signs an amended contract with the State Board of Education. This is done by either taking a reduction in salary, waiving a salary increase, amending salary contract to include one time longevity payment, amending salary contract to include annual leave upon retirement, or amending salary contract to include rollovers from other sources of income.~~
- ~~(c) The amount of reduction or increases of the gross salary is transmitted on special forms provided by the office of the State Board of Education which is the office of record for the State Department of Education.~~

**SUBCHAPTER 5. DUE PROCESS**

**210:1-5-7. Teacher evaluation, dismissal, and nonreemployment [REVOKED]**

**~~(a) Teacher Evaluation, Dismissal, and Nonreemployment Act.~~**

- ~~(1) The State Board of Education recognizes its regulatory and leadership role in the implementation of this statute and commits its cooperation accordingly. It believes that the most effective vehicle to promote professional growth is self motivation. The teacher should be the prime recipient of the benefits of teacher evaluation thus identifying his/her own needs for improvement. The evaluation instrument serves as one objective measure by which administrators and boards of education can validly infer inadequate competencies of both teachers and administrators.~~
- ~~(2) The State Board of Education believes that grievances between boards of education and teachers can best be settled in the locale and thus supports the principle of due process before the local school board. It further supports the right of appeal in the exercise of human rights.~~
- ~~(b) Duties.~~ The law requires the State Board of Education to develop and adopt standards and procedures to be followed in due process hearings of local boards of education. Such standards are to follow the pattern of the Administrative Procedures Act [75-301-308.2].
- ~~(c) Written policy of evaluation.~~ A teaching principal may conduct teacher evaluations if so designated by the local board of education.
- ~~(d) Minimum criteria for establishing evaluation systems.~~ The written policy and procedures will facilitate the implementation of the Teacher Evaluation Law of 1977, as amended by House Bill No. 1466 (70-6-102.2). Written policy of evaluation for all teachers and administrators is to be based on minimum criteria developed by the State Board of Education and shall include both teaching and administrative criteria. Each board of education shall maintain and annually review the evaluation policy. Each district's evaluation system should contain the following elements:

- ~~(1) A written policy addressing purpose, goals, objectives, targets, procedures, methods, and uses of the evaluation system. This policy shall be developed by the board in consultation with representative teachers and administrators.~~
- ~~(2) Procedures for making evaluation information available to all affected personnel.~~
- ~~(3) A listing of the evaluation and hearing steps.~~
- ~~(4) Written performance criteria by which to evaluate all certificated staff. This must include, but is not limited to, state mandated minimum criteria for effective teaching performance and minimum criteria for effective administrative performance.~~
- ~~(5) Dates (or a schedule) for evaluation visits for probationary and tenured staff.~~
- ~~(6) Identification of the personnel or positions which will perform the evaluations.~~
- ~~(7) What is to be evaluated. Consideration should be given to:
  - ~~(A) Self-evaluation progress reports by individuals being evaluated.~~
  - ~~(B) Criteria, in addition to state mandated criteria, which might include: criteria related to the job description, district goals, school objectives, and the previously cooperatively developed position objectives.~~
  - ~~(C) Equitable application of evaluation criteria to all personnel.~~
  - ~~(D) Evaluating only those things which are currently applicable to the job the staff member is performing and not those things which should have been evaluated during preemployment.~~~~
- ~~(8) Specified ways that evaluation data will be collected as well as when, how long, and how observations will be performed.~~
- ~~(9) Security and controlled access to the evaluation reports.~~
- ~~(10) Provisions for initial, post visit, and follow-up conferences with evaluator or immediate supervisor. Forms should be completed by evaluator, signed, then reviewed, commented on, and signed by the person being evaluated.~~
- ~~(11) Place for recommendations, prescriptions, or citations of inadequacy. These procedures should include written statements by the evaluator as to:
  - ~~(A) What should be done by the person evaluated, including level of performance expected.~~
  - ~~(B) When the corrective action is expected to be completed, which time shall not exceed two months.~~
  - ~~(C) What resources the school will provide to help the person evaluated achieve the expected performance.~~
  - ~~(D) The form in which the report of performance should be submitted (i.e., oral interview, self-evaluation report, narrative description, list of data action documents, etc.).~~~~
- ~~(12) Ways the administration will provide resources and assistance for corrective action. This assistance should provide alternatives which could include:
  - ~~(A) Assignment to another school or position within the district.~~
  - ~~(B) Visitations and planning.~~
  - ~~(C) Demonstrations or simulations.~~
  - ~~(D) Video tapings and assigned supervisor.~~
  - ~~(E) Reports.~~
  - ~~(F) Special supervision.~~
  - ~~(G) Assignment to a performance team.~~
  - ~~(H) Conference.~~~~

- ~~(I) Workshops and inservice sessions.~~
- ~~(13) Ways the district will utilize the evaluation finding to improve learning in the district to:~~
  - ~~(A) Develop inservice education programs to resolve inadequacies.~~
  - ~~(B) Identify areas where improvements are needed.~~
  - ~~(C) Provide justification for changes in staff, facilities, resources, and programs, or to be a needs assessment for developing new programs.~~
  - ~~(D) Disseminate valuable information to various publics.~~
  - ~~(E) Provide a record of the quality of teaching and quality of staff in the district.~~
- ~~(e) Procedures designed to avoid potential teacher dismissal.~~ Principals having delegated administrative responsibilities as a part of the comprehensive operation of their respective schools have an inherent obligation for the professional success of their teaching staff. Subsequent to an analysis of the results of a number of measures from which it can be validly inferred from a teacher's performance the principal or evaluator shall, according to law:
  - ~~(1) Bring the matter to the attention of the teacher, in writing, and make a reasonable effort to assist the teacher to correct whatever appears to be the cause for potential dismissal or nonreemployment; and~~
  - ~~(2) Allow a reasonable time for improvement, which time shall not exceed two (2) months. The nature and gravity of the teacher's conduct shall be considered in determining what length of time would be reasonable. If the teacher does not correct the cause for potential dismissal or nonreemployment within a reasonable length of time, the principal shall make a recommendation to the superintendent of the school district for the dismissal or nonreemployment of the teacher. (70-6-103.2) This section does not apply to a superintendent of schools. 648 P.2d 26~~
  - ~~(3) The school system should make facilities at its disposal available to help such teachers. The principal will encourage the use of such facilities as:~~
    - ~~(A) an accessible professional library and/or media center;~~
    - ~~(B) local, county, and State Department of Education supervisory services;~~
    - ~~(C) inservice education activities with local, county, regional service center, college, or state groups;~~
    - ~~(D) individual study; and~~
    - ~~(E) the acquisition and utilization of a wide variety of teacher materials.~~

## **SUBCHAPTER 9. INTERLOCAL COOPERATIVE AGREEMENTS [REVOKED]**

### **210:1-9-1. Purpose [REVOKED]**

~~—The purpose of this Subchapter is to set forth rules and regulations pertaining to the formation and operation of interlocal cooperatives as defined in the Oklahoma Statutes, Section 5-117b of Title 70.~~

### **210:1-9-2. Definitions [REVOKED]**

~~The following words and terms, when used in this Subchapter, shall have the following meaning, unless the context clearly indicates otherwise.~~

~~—"Interlocal cooperative agreement" means an agreement which is entered into by the boards of education of two or more school districts pursuant to the provisions of Section 5-117b of Title 70, Oklahoma Statutes.~~

### **210:1-9-3. Enabling provisions/restrictions [REVOKED]**

~~(a) Section 5-117b of Title 70, Oklahoma Statutes, authorizes the boards of education of any two or more school districts to enter into an interlocal cooperative agreement for the purpose of jointly and comparatively performing any of the services, duties, functions, activities, obligations or responsibilities which are authorized or required by law to be performed by school districts of the state.~~

~~(b) Section 5-117b of Title 70, Oklahoma Statutes, shall not prohibit school districts from entering into cooperative agreements authorized under Section 117 of Title 70 or interfere with existing cooperative agreements between school districts. [70 O.S., Section 5-117b (A)]~~

### **210:1-9-4. Conditions applicable to interlocal cooperative agreements [REVOKED]**

~~(a) If the boards of education of any two or more school districts enter into an interlocal cooperative agreement as defined in this Subchapter, the following conditions stated in paragraphs 1—8 apply:~~

~~(1) An interlocal cooperative agreement shall establish a board of directors which shall be responsible for administering the joint or cooperative undertaking. The agreement shall specify the organization, terms, and composition of, and manner of appointment to, the board of directors and shall make provision for restructuring or terminating the board upon partial or complete termination of the agreement. The board of directors shall be selected by the board of education of each contracting school district and may include but not be limited to a board member, administrator or teacher from each contracting school district. Vacancies in the membership of the board of directors shall be filled within thirty (30) days from the date of the vacancy in the manner specified in the agreement;~~

~~(2) An interlocal cooperative agreement which is optional to school districts and shall be effective only after it is approved by the State Board of Education and the board of directors may be designated as a local education agency for some or all state and federal application, reporting and auditing procedures. An interlocal cooperative board of directors that has been designated as a local education agency shall comply with state and federal law and the regulations of the State Board of Education;~~

~~(3) An interlocal cooperative agreement shall be subject to change or termination by a recommendation of the State Board of Education;~~

~~(4) The duration of an interlocal cooperative agreement for joint or cooperative action in performing any of the services, duties, functions, activities, obligations or responsibilities, other than the provision of special education services, which are authorized or required by law of school districts in this state, shall be for a term of at least one (1) year. Notice of intent of a school district to withdraw from the cooperative agreement must be given no later than March 15 for the ensuing school year;~~

~~(5) An interlocal cooperative agreement shall specify the method or methods to be employed for disposing of property upon partial or complete termination of the agreement;~~

~~(6) Within the limitations provided by law, an interlocal cooperative agreement may be changed or modified by majority consent of the interlocal cooperative board of directors;~~

~~(7) Except as otherwise specifically provided in this Subchapter, any powers, privileges or authority exercised or capable of being exercised by any school district of this state, or by any board of education thereof, may be jointly exercised pursuant to the provisions of an interlocal cooperative agreement. No powers, privileges or authority with respect to the~~

~~levy and collection of taxes or the application for or receipt of State Aid formula money, or the issuance of bonds shall be created or effectuated for joint exercise pursuant to the provisions of an interlocal cooperative agreement; and~~

~~(8) Payments from the general fund of each school district which enters into any interlocal cooperative agreement for the purpose of financing the joint or cooperative undertaking provided for by the agreement shall be operating expenses. [70 O.S., Section 5-117b(A) (1-8)]~~

~~(b) Nothing contained in this Subchapter shall be construed to abrogate, interfere with, impair, qualify or affect in any manner the exercise and enjoyment of all the powers, privileges and authority conferred upon school districts and boards of education by law, except that boards of education and school districts are required to comply with the provisions of this Subchapter when entering into an interlocal cooperative agreement that meets the definition of an interlocal cooperative agreement. [70 O.S., Section 117b (B)]~~