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# **POND CREEK- HUNTER SCHOOLS**

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## **DISTRICT POLICIES**

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**POND CREEK-HUNTER PUBLIC SCHOOLS: DISTRICT POLICY**

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**LEGAL STATUS AND NAME**

Pond Creek-Hunter Public School District (“District”) is an independent school district incorporated according to the laws of the State of Oklahoma. District is a body corporate and possesses the powers of a corporation for public purposes. District may sue and be sued, may be capable of contracting and being contracted with, and holding such real estate and personal property as it may come into possession of and as authorized by law.

District’s legal name is Independent School District No. 90 of Grant County, Oklahoma. District is commonly referred to as Pond Creek-Hunter Schools.

**NONDISCRIMINATION**

District is committed to the policy that no person shall be unlawfully subjected to discrimination in, excluded from participation in, or denied the benefits of any educational program, extracurricular activity, or employment in District on the basis of race, color, national origin, religion, sex, age, disability, or veteran status. District provides equal access to the Boy Scouts and other designated youth groups. All complaints and inquiries regarding the non-discrimination policies must follow the complaint and/or grievance procedures described in Policy BI - Civil Rights.

**EDUCATIONAL MISSION AND PHILOSOPHY AND OPERATIONAL GOALS**

**Mission:** District's mission is to provide a learning environment that respects the individual needs of each student and helps them to reach their full potential. District, through its students, curriculum, staff, facilities, and community, is committed to excellence. We believe this commitment will provide the opportunity for all students to become successful, contributing world citizens.

**Educational Philosophy:** The following statements reflect District's philosophy, which serves as a guide in formulating District policy, administrative rules, and regulations.

District's Board believes the American public school was originally established to provide youth with opportunities for desired mental, physical, social, and emotional development. This time-honored concept continues and developing those fundamental skills essential to successful living shall be District's major objective.

The public school district's program of education must receive continuous study due to the nature of constant and changing demands placed on it by a dynamic society. This study is required in order to ensure that the school's curriculum program be better adapted to meet both the individual, and the common, needs of children. A focal point for such a study would logically center on a look at the school's educational philosophy; this, in turn, should provide a reference point for planning curriculum.

**Statements of Philosophy:** District's Board believes each child develops mentally, physically, socially, and emotionally at his or her own rate. This growth is a continuous process that can be both molded and directed. Thus, in planning educational experiences, and in adapting teaching methods to meet individual growth patterns, the school must guide the child at his rate of maturation and learning potential.

District's Board believes that a school district's curriculum must be defined to include the total experiences a child has while under the direction of the school. Children differ in attitudes, in interests, and in abilities; it is the school's responsibility, therefore, to provide a well-organized, flexible, and varied program of classroom and classroom-oriented activities and experiences. Such activities and experiences should provide the basis from which can be developed those understandings, attitudes, appreciations, habits, and ideals, as well as knowledge and skills required for successful living in our American democratic society.

District's Board believes the school should place emphasis on the concept of democracy, and should work to develop youth who are competent and diligent in assuming the obligations, the rights, and the responsibilities of citizenship. This objective requires a program that stresses the meaning of democracy, that will create opportunities for student participation in democratic living, that will provide democratic classroom organization and procedures, and that will provide for the



development of those skills, attitudes, understandings, and appreciations necessary for effective citizenship.

The Board believes the school should provide experiences to help develop those moral and ethical values essential for a well-integrated personality, which will be satisfactory to one's own self, as well as to his society. Those values, when applied to human behavior, should exalt and refine one's life and bring it into accord with accepted standards of social conduct, approved in the democratic culture. Values such as courage, integrity, kindness, fair play, dependability, self-discipline, appreciation for the rights of others, and respect for ethical standards are all basic.

**Board Operational Goals:** The Board believes educational goals and objectives must be established at all grade levels in the school system, from kindergarten through the senior high. These objectives must then receive constant and continuous thought and attention. The following list of objectives shall serve as a guide in the development of the district's curriculum.

1. To provide the child a well-balanced program of learning experiences so that he may develop the ability to read, write, listen, speak, think, and observe with a purpose.
2. To guide the child in gaining command of the functional processes, habits, knowledge, skills, attitudes, and appreciations essential to effective learning.
3. To provide for each child learning experiences that can be undertaken and achieved with a reasonable degree of success.
4. To provide the child appropriate learning experiences that will help develop moral and ethical values, acceptable as approved standards for social conduct.
5. To develop in each child the appreciation, understanding, and creative awareness of the esthetic aspects of the environment about them.
6. To guide the child in experiences that will prepare him to live healthfully, successfully, and responsibly in a rapidly changing world.
7. To provide the child experiences that will prepare him to live healthfully, successfully, and responsibly in a rapidly changing world.
8. To provide for a gradual transition of appropriate learning experiences from the pre-adolescent's education to those suited to the needs and interests of young adolescents.
9. To help youth discover and explore their specialized talents, interests, and abilities, and apply these to educational opportunities and to life's future plans.
10. To promote within youth a concept of civic responsibility, courtesy, respect,

tolerance, cooperation, and desirable attitudes toward self and others.

11. To help youth develop a continuously widening range of awareness and interest in the cultural, social, civic, and recreational areas.
12. To assist youth in the selection of educational program offerings that will be valuable in their preparation for everyday living, for continued education, and for gainful employment.
13. To help youth understand the rights and responsibilities of citizenship in a democratic society, and to be diligent and competent in the performance of obligations as a member of a family, as a citizen of a community, a state, a nation, and the world.
14. To utilize both the human and the natural resources of the community in expanding and enriching the district's curriculum.

**BOARD OF EDUCATION**

**Membership:** The Board is the governing body of District and shall consist of five (5) members elected by the school district electors or appointed as provided by law. Each member shall be elected from and reside in District and from the election district from which elected or appointed. Members shall serve a term of five (5) years or until such time as their successors are duly appointed or elected and have qualified as prescribed by law. Any vacancy occurring other than by expiration of term shall be filled by appointment by the Board or, if such appointment is not made, by a special election called as provided by law. Eligibility to be a candidate for a position on the Board shall be determined by law. After election or appointment and prior to beginning their term, members of the Board shall take such oaths of office as are required by law.

**Conflicts of Interest:** No person shall be elected or appointed to serve on the Board if he or she is related to any other member of the Board or any employee of District in the degree prohibited by law; state law allows for an exception for a substitute teacher and the degree of relation allowed to a Board member. The Board shall not make any contract with any of its members or with any company, individual, or business concern in which any of its members shall be directly or indirectly interested, except as provided by law.

**Powers and Duties of Board:** The Board shall have all powers and duties expressly set forth in the laws of the State of Oklahoma, those powers implied by law, and those powers necessary to carry out the duties imposed on it. The Board shall be responsible for the development of policy as guidelines for the administration of District and shall be responsible for the adoption of a budget appropriate for District's goals.

**Authority of Board:** All of the powers of the Board lie in its action as a group; therefore, individual Board members exercise their authority over District affairs only as they vote to take action at a legal meeting of the Board. No individual member of the Board, including the President, shall have the power and/or the authority to act individually on behalf of the District or to bind the District unless the Board, pursuant to a vote, has delegated such authority to the individual Board member. The District's employees and the public at large shall take notice that the District can only be bound by Board action or through authority specifically delegated by the Board.

**Board Committees:** The Board functions at regular and special meetings of the Board as a committee of the whole. In addition, the Board President may appoint standing committees who shall advise the rest of the Board. Committees shall meet from time to time to consider matters in more specific detail and understanding than can normally be considered during the proceedings of a Board meeting.

### **Election and Duties of Officers:**

- A. Election of President and Vice President: At the first regular, special, or emergency meeting following the annual school election and certification of election of new members, the Board shall elect from its membership a president and a vice president, each of whom shall serve for a term of one (1) year or until a successor is elected and qualified.
  
- B. Election of Board Clerk: The Board shall also elect a Board Clerk and, in its discretion, a Deputy Board Clerk, who may or may not be members of the Board. The Board Clerk and the Deputy Board Clerk, if elected, shall hold office during the pleasure of the Board and shall receive such compensation for services as the Board may allow. If the Board elects a Board Clerk who is not a member of the Board, the Board Clerk may also be employed as the Encumbrance Clerk and/or the Minute Clerk. No superintendent, principal, treasurer, assistant treasurer, instructor, or teacher employed by the Board may be elected to serve as Board Clerk, Deputy Board Clerk, Encumbrance Clerk, or Minute Clerk. The Deputy Board Clerk may perform any duties and exercise any of the powers of the Board Clerk.
  
- C. Duties of the Officers: The duties of these officers are as follows:
  - 1. President: It shall be the duty of the President to preside over all meetings of the Board, to sign all warrants ordered drawn by the Board upon the school treasury for disbursement of school funds, to make appointments to committees as is necessary, and to perform such other duties delegated by the Board as required by law.
  
  - 2. Vice President: It shall be the duty of the Vice President to perform the duties of the President in case of the absence or disability of the President.
  
  - 3. Clerk: It shall be the duty of the Board Clerk to countersign all warrants drawn upon the treasury by the Board, to attest in writing all deeds, contracts, reports, and other instruments which are to be executed by the Board, and to perform such other duties as the Board may require.

**Education for Board Members:** As required by law, Board members shall complete the necessary hours of instruction on education issues. If a Board member fails to complete the required hours of education within the time allowed, the Board shall declare the position vacant and fill the vacancy according to law. In addition, the failure to comply with the continuing education requirements of the law shall result in the board member being ineligible for reelection or reappointment.

**Code of Ethics and Conduct:** The Board will be guided by the following Code of Ethics:

As a member of the Board I will:

1. Remember always that my first and greatest concern must be the educational welfare of all students attending school in our district, and ensuring that they have the opportunity to reach their highest potential;
2. Strive to improve boardsmanship by studying educational issues and participating in Board training opportunities;
3. Respect and obey the laws of Oklahoma and the United States, working to bring about desired changes through policies adopted by the Board and through legal and ethical procedures;
4. Formulate legislative goals, policies, and strategic plans for the district, delegating to administrators the administrative functions of the District;
5. Recognize that I, as an individual Board member, have no legal authority outside the meeting of the Board and will take no private action that will compromise the Board or administration;
6. Refrain from local Board actions locally that would substantially interfere with or injure the program of education elsewhere;
7. Make every effort to be prepared, punctual, and in attendance at every Board meeting;
8. Respect the confidentiality of privileged information and refrain from disclosing information that may be injurious to individuals or the school(s);
9. Encourage the free expression of opinion by all Board members and staff, seeking systematic communications between board members and the public inside and outside the District;
10. Be committed to promoting a cooperative atmosphere in order for the Board to effectively serve the students;
11. Recognize and reward excellence in student achievement, teacher performance, and administrative leadership; and
12. Refrain from using my Board position for personal or partisan gain.

**DISTRICT OFFICIALS AND PROFESSIONAL SERVICE PROVIDERS**

**Superintendent:** The Superintendent shall be the executive officer of the Board and shall be the administrative head of District. The Superintendent shall be responsible for all aspects of school operation and for such duties and powers pertaining thereto as the Board may direct or delegate. The Superintendent may delegate responsibility and the authority necessary to discharge such responsibility to other District officials and shall develop such procedures, regulations, and handbooks as deemed necessary to ensure efficient operation of the schools.

The Board will extend to the Superintendent full responsibility for implementation of Board policy decisions. The Superintendent will keep the Board informed about school operations and will notify Board members as promptly as possible of any happening of an emergency nature which occurs in District.

The Superintendent shall provide a surety bond in the sum not less than One Hundred Thousand Dollars (\$100,000.00) or an amount otherwise set by law of set by the State Board of Education, and District may pay the premium for such bond.

**Encumbrance Clerk and Minute Clerk:** As required by law, the Board shall appoint and employ an Encumbrance Clerk and a Minute Clerk or may employ one (1) person to perform both functions. The Board may not employ a board member, a superintendent, a principal, an instructor, or a teacher as either the Encumbrance Clerk or the Minute Clerk. The Encumbrance Clerk shall keep the books and the documents of District and shall perform such other duties as the Board may require. The Minute Clerk shall keep an accurate account of all proceedings of the Board, notify all members of meetings of the Board, assume responsibility for District records, and perform such other duties as the Board may require. The Board may also employ a Deputy Minute Clerk. The Encumbrance Clerk, the Minute Clerk, and the Deputy Minute Clerk, if any, shall each provide a bond of not less than One Thousand Dollars (\$1,000.00) with sureties approved by the Board which bonds are conditioned upon the faithful performance of their duties. If the functions of Minute Clerk and Encumbrance Clerk are performed by the same person, only one (1) bond shall be required. The District may pay the premium for such bond(s).

**Treasurer:** The Board may appoint and employ a Treasurer and/or an Assistant Treasurer to serve at the discretion of the Board. The Treasurer and/or Assistant Treasurer shall be responsible for the funds of District and shall not pay out any District funds except upon District warrants issued by the Board and signed by the President and Board Clerk. The Treasurer and/or Assistant Treasurer shall submit monthly written reports regarding the finances of District to the Board at its monthly meeting. The Treasurer and/or Assistant Treasurer shall provide a surety bond in the sum not less than One Hundred Thousand Dollars (\$100,000.00) or an amount otherwise set by law of set by the State Board of Education, and District may pay the premium for such bond.

**Independent Auditor:** The Board shall engage an independent auditor to conduct an annual audit as required by law and may utilize the services of such auditor to assist the Board in preparing District's budgets and such other financial reports as may be required or requested. Such auditor shall be qualified as provided by law.

**Legal Counsel:** The Board may engage legal counsel to provide professional services to District in such manner as the Board, the Superintendent, and/or other designated administrators may direct.

**Architects and Engineers:** The Board may engage architects and engineers to provide professional services when required by law and/or when deemed necessary.

**Consultants:** Upon its own volition or upon the recommendation of the Superintendent, the Board may engage such consultants as deemed necessary and appropriate for the operation of District and as allowed by law.

**BOARD MEETINGS**

**Meetings:** Meetings of the board shall be held in an orderly, professional manner. Robert's Rules of Order shall be used to conduct business of the board unless otherwise stated.

**Regular Meetings:** Regular meetings of the Board shall be held on the third Monday of each month unless otherwise scheduled.

**Special Meetings:** A special meeting may be called by the Superintendent or by the Board President as authorized by law. Business transacted at any special meeting shall be limited to that permitted by law.

**Emergency Meetings:** Emergency meetings of the Board may be called by the Superintendent or by the Board President as permitted by law.

**Notice of Meetings:** Notice of all meetings shall be given as required by law.

**Agenda:** As executive officer of the Board, the superintendent of schools, in consultation with the President, other members of the Board, and appropriate members of the staff, is responsible for the preparation of the agenda for Board meetings. The agenda shall be posted in a prominent public view at least 24 hours prior to the meeting; not including Saturdays, Sundays or holidays. Board members may request, items be placed on agenda by notifying the superintendent in writing 5 business days before the meetings.

The finalized, approved agenda for all meetings shall be prepared by the Superintendent in accordance with the law and distributed to each Board member with any supporting material at least three (3) calendar days prior to any regular Board meeting. In addition, a copy of the agenda and any information which is not confidential shall be made available for any employee bargaining representatives to pick up from the Superintendent's office. The agenda shall be posted as required by law.

**Information on Website:** District shall make information regarding its meetings and agendas available on its Website as required by law.

**Quorum and Voting:** A majority of the members of the Board shall constitute a quorum for the transaction of business. If a quorum is not present when the meeting is called to order, the only action that the members may take is to continue the meeting to another date and/or time. Each member shall have one (1) vote, and all votes shall be publicly cast and recorded. All motions shall be carried by a majority of the members present or as otherwise required by law. An abstention from voting by a member present at a meeting shall be deemed a "no" vote for purposes of determining a majority vote.



**Minutes:** The Clerk of the Board shall keep, or cause to be kept, complete records of meetings of the Board. These minutes shall include:

1. Those members present and absent and all matters considered by the Board;
2. In the case of an emergency meeting, the nature of the emergency and the proceedings occurring in such meeting, including the reasons for declaring an emergency meeting;
3. A record of all actions taken by the Board, with the vote of each member recorded;
4. Resolutions and motions in full; reports and documents relating to a formal motion may be omitted if they are referred to and identified by title and date;
5. A record of the disposition of all matters which the Board considered but on which the Board did not take action.

Copies of the minutes shall be made available to all Board members before the meeting at which the minutes are to be approved. The minutes shall become permanent records of the Board and shall be in the custody of the Minute Clerk. The Minute Clerk shall make them available to interested persons upon request according to District's Open Records Policy.

**Executive Sessions:** Executive sessions, which are closed to the public, may be held as prescribed by law. The fact that an executive session was held and the purpose for which it was held shall be recorded in the minutes; however, the discussions held in executive session shall be confidential and shall not be made public. The Superintendent shall attend all executive sessions, unless the Board President shall determine otherwise. The Board President may invite other persons to attend an executive session or a portion of an executive session. No official action may be taken while the Board is in executive session.

**Electronic Recording:** All meetings of the Board may be electronically recorded in order to assist the Minute Clerk in preparing the official minutes of a Board meeting. Any recordings of Board meetings shall be retained until the Board has approved the minutes. Recordings of Board meetings may be requested according to District's Open Records policy.

**Public Decorum at Board Meetings:** In order that Board meetings operate smoothly and without disruption, the following guidelines shall be followed:

1. Members of the audience shall not interrupt any person who has been recognized as having the floor by the Board President;
2. Members of the audience or persons attending Board meetings shall not display or place any banners or signs in the room where the Board meeting is to be held.

3. Persons who cause a disruption or disturbance of a Board meeting shall be warned once by the Board President that such disruption or disturbance may result in eviction from the Board meeting. If the person continues such disruption or disturbance, the Board President may contact the appropriate law enforcement agency and request that the person be removed from the Board meeting. In addition, the person may be charged with any possible criminal violations for the disruption or disturbance if District decides to pursue such charges.

**Public Participation at Board Meetings:** The purpose of a Board meeting is for the Board to conduct District's business and to deliberate and act upon matters before the Board, unless the Board is specifically conducting a public hearing on a matter. The public is encouraged to attend and to observe meetings of the Board and to participate whenever a public hearing is being held. Members of the public shall not be recognized while the Board is conducting its official business.

Public participation time will be available at all regular meetings and at special emergency meetings at the discretion of the board president. Prior to the start of the Board meeting, persons may complete the required form and request to address the Board regarding matters listed on the agenda during the communication section of the agenda. If the request to address the Board is approved, each person or group addressing the Board shall be allowed three (3) minutes to address the Board on matters/items which are listed on the agenda. Groups consisting of three (3) or more persons shall designate a spokesperson who shall speak for and represent the group. The president of the board will recognize speakers, maintain proper order and comply with time limits.

Persons addressing the Board shall not be permitted to engage in defamatory conduct and shall not engage in disruptive behavior. The Board will not tolerate personal attacks on members of the board, the administrative staff, or any employee.

Board members and District's administrative staff are not required to respond to questions or comments from the public since doing so could be in violation of the Oklahoma Open Meeting Act. The Board will not take any action on an item addressed by the public unless such item is properly on the agenda as an action item or is properly considered new business as defined by law.

## **DISTRICT POLICIES**

**Policy Development:** The Board shall determine District policies for the general operation of the District. The Superintendent shall be responsible for the implementation of these policies and for developing and implementing administrative regulations. The Board shall update, amend, delete, and add policies as necessary to comply with changes in the law and to meet the needs of District and its students. Suggestions and proposals for policy development should be communicated to the Superintendent.

**Policy Adoption:** Proposed policies shall be in writing and distributed to the Board. The Board may review, discuss, and/or take action on proposed policies at any meeting. All policy proposals shall be properly titled and shall be coded in accordance with the codification system used in the policy manual. Any policies which are adopted shall be attached to and made a part of the minutes of the meeting at which they are adopted. Upon adoption, policies and amendments to policies shall be effective immediately unless a specific effective date is provided. When circumstances require, the Board may waive the above procedures for adoption and may take immediate action to adopt, delete, or revise any policy.

**Administrative Regulations and Handbooks:** The Superintendent may develop, implement, and maintain necessary Administrative Regulations, Employee Handbooks, and/or Student Handbooks. Prior to implementing an Administrative Regulation or Handbook, the Superintendent shall distribute copies to the Board. By following District policy regarding items on an agenda, an item may be placed on an agenda for the Board to review an Administrative Regulation or Handbook and possibly to direct the Superintendent, by majority vote, to amend or to withdraw such Administrative Regulation or Handbook.

**Policy and Regulation Review and Dissemination:** The Superintendent shall establish and maintain a procedure for preserving and making accessible all policies and administrative regulations. All policy and regulation manuals distributed shall remain the property of the District and shall be subject to recall for updating or for any other reason. District's policies and regulations shall be considered public records and shall be open for inspection at the District's administration building. The Superintendent shall periodically review all policies and regulations, shall make proposals for amendments, additions, and deletions of policies as necessary, and shall amend, add, or delete administrative regulations as necessary. The Superintendent may develop and disseminate employee and student handbooks setting forth appropriate policies and administrative regulations to the extent that they are deemed necessary and shall provide copies of all handbooks to the Board.

**Administration in Absence of Policy or Regulation:** When there is no policy, regulation, or Board guidance regarding a matter, the Superintendent shall have the discretion to act appropriately in accordance with law, established educational practices, and in the best interests of District. Such policy decisions will be reported to the president of the board as soon as practicable to the board at the next meeting. The Board will determine whether or not a permanent policy

should be established.

**Suspension of Policy:** The Board may suspend the operation of any policy or section of policy that is not required by law or contract upon a vote of a majority of the Board members.

**COMMUNICATIONS WITH BOARD**

**Presenting Concerns To Board:** Unless otherwise provided in an applicable complaint or grievance procedure, any person who has a complaint regarding District shall present the complaint to the Superintendent in writing. If a Board member receives a complaint from a person, the complaint should be forwarded to the Superintendent in order for the Superintendent to review and evaluate the complaint. The Superintendent shall review the complaint and determine if the complaint shall be presented to the Board. If the complaint is to be presented to the Board, the Superintendent shall notify the person bringing the complaint of the date, time, and place of the meeting at which the complaint is to be discussed and shall prepare an appropriate agenda item for such discussion and any possible action. Employee and/or student complaints should follow applicable complaint and/or grievance procedures. (See, *i.e.*, Policy BH - Sexual Harrassment; Policy BI - Civil Rights; Policy DF - Employee Complaints, Policy EK - Suspension Appeal).

**Board-Staff Communications:** Except as provided in any grievance procedure, or otherwise provided in Board policy or Administrative Regulation, all communications and/or reports to the Board from employees shall be submitted to the Board through the Superintendent.

District employees are also encouraged to attend Board meetings but shall not be afforded the opportunity to address the Board at Board meetings on matters of a personal nature relating to their employment, unless such right is otherwise granted by law, District policy, or Administrative Regulation.

**Resolving School Related Conflicts:** District believes that the school district operates most efficiently when individual situations are resolved at the lowest level of administration possible. Therefore, the Board requests that problems which parents or students have with an individual teacher or classroom situation be taken to the teacher for resolution first. If that is unsuccessful the parent or guardian of the student should contact the school principal. If there is no resolution, the problem should be taken to the Superintendent; If no resolution can be reached, the parent or guardian may request to be heard by the Board at a board meeting.

**DISTRICT ADMINISTRATION**

**Purpose:** The general purpose of the District's administration shall be to manage the District's various departments, units, and programs, to provide professional advice and counsel to the Board, and to implement the District's mission and philosophy.

**Authority:** The Superintendent and other administrators shall have the responsibility and the authority necessary to fulfill their respective administrative assignments, in accordance with law.

**Organizational Plan:** The Superintendent shall develop and maintain lines of authority within the District's staff for purposes of communication, delegation, and accountability. The Superintendent shall develop and maintain an organizational chart which shall delineate lines of authority within the District.

**District Insurance:** The Superintendent shall annually review or cause to be reviewed the District's insurance coverage and shall recommend to the Board appropriate insurance coverage for the District. As authorized by law and deemed necessary, the District shall purchase and maintain appropriate insurance coverage for District property and other possible losses to the extent practicable.

**Fund Raising in District:** District may conduct District-wide fund raising for charities and non-profit entities when such fund raisers, the handling of funds raised, and other related matters are approved by the Board.

**Open Records:** District shall comply with the Oklahoma Open Records Act regarding its records. Requests to inspect or to copy student records shall conform with District policy and Administrative Regulations governing student records and applicable state and federal laws. In order to inspect or to copy District records, a completed Public Record Access Request form must be submitted to the Superintendent or the Superintendent's designee. Fees for searching and for copying may be assessed as follows:

1. Searching - \$25.00 per hour
2. Copying - \$.25 per page

Payment shall be made in advance. Upon receipt of a completed Public Record Access Request form and the fees to be charged, the District shall provide the information within a reasonable time of receipt of the request and/or the payment of the required fees.

**DISTRICT PROPERTY, FACILITIES, AND EQUIPMENT**

**Management:** The care, custody, and safekeeping of all District property, buildings, and grounds shall be the general responsibility of the Superintendent along with custodial staff. Each employee of District shall utilize reasonable means to preserve and maintain District's buildings, facilities, grounds, furniture, and equipment in good condition and to protect such items from loss. Employees should use reasonable measures to conserve energy and reduce operating costs. Each teacher shall be responsible for accounting for equipment used by the teacher.

**Facilities Planning:** The Board shall develop and implement facility plans for District that will meet the present and future educational requirements of District. Construction of new buildings and renovation of existing buildings shall be in accordance with the facility plans established by the Board. The Superintendent shall be responsible for reviewing, analyzing, and recommending present and future facility needs to the Board.

**Use of Facilities and/or Equipment:** The primary use of District facilities and/or equipment shall be for District's educational and extra-curricular programs. However, the community is encouraged to use District facilities and/or equipment when appropriate. Upon approval by the Superintendent, district facilities and/or equipment shall be available for use by the community when such use does not conflict with District's educational and extra-curricular programs. Those persons or groups using District facilities and/or equipment shall assume all responsibility for any injuries occurring or arising out of the use of District's facilities and/or equipment and/or any damages done to District's facilities and/or equipment. District may establish and collect rentals, fees, and charges for the occupancy or use of District's facilities and/or equipment and may require the payment of appropriate deposits prior to allowing the use of District's facilities and/or equipment. Any usage of District facilities and/or equipment for any purpose other than District's educational and extra-curricular programs must have prior approval of the Superintendent.

At least one (1) week prior to use of the facility, unless special approval is obtained from the Superintendent (SEE BB-F) the master calendar in the Superintendent's office shall indicate all dates and times facilities are reserved. Dates and facilities needed for all major school activities will be placed on the master calendar at the beginning of the semester. District reserves the right to reschedule any event or facility should a priority need arise.

No equipment owned by District may be removed from District property except as may be necessary and/or appropriate in order for an employee to perform the employee's position or as authorized by the Superintendent. Such removal shall be approved in writing by the Superintendent. Any money or funds generated by the use of District's facilities and/or equipment shall be the property of the District and shall be deposited to the credit of the appropriate District account. Checks shall be payable to "Pond Creek-Hunter Public Schools".

Employees are responsible for the maintenance of all equipment and tools assigned to their program and shall establish a system for accomplishing routine preventative maintenance of such equipment. Equipment shall not be loaned or used by non-District personnel except as may be approved in writing by the Superintendent. If any District-owned equipment is borrowed by persons who are not employees of District, the borrower assumes all risk of operation. Depending on the type of equipment sought to be used, the Superintendent may require the borrower to utilize and pay for a District-approved operator. The Superintendent may establish an appropriate fee for the use of District-owned equipment.

The school may render emergency care, aid, shelter, or other assistance during a natural disaster or catastrophic event; and the school district will be liable for damages resulting from such assistance only where the damage was caused by the gross negligence or willful or wanton misconduct of the individual or entity rendering the emergency care, aid, shelter, or assistance.

**Disposal of Surplus District Property:** When the Board determines that any real or personal property of District is no longer needed for District purposes, it may direct the disposal of such property by sale, exchange, lease, lease-purchase, sale and partial lease-back, or as otherwise allowed by law. Real property shall be disposed of by utilizing the procedures provided for by law. In the disposing of surplus District property, District shall utilize procedures to maximize, to the extent practicable, the price received for such surplus property.

**Surplus of Student Laptops:** Each year the Board may vote to surplus student laptops. These will be made available to graduating seniors for a nominal fee as follows:

- 1 Year old computer with power supply and carrier if applicable - \$20.00
- 2 Year old computer with power supply and carrier if applicable - \$15.00
- 3 Year old computer with power supply and carrier if applicable - \$10.00
- 4 Year old computer with power supply and carrier if applicable - \$5.00

**Tobacco Free Environment:** The Board recognizes that tobacco smoking has been shown to be linked to illnesses and disability and that federal law prohibits smoking in any indoor facility used to provide educational services to children.

Therefore, smoking, chewing, or any other use of tobacco by staff, students, and members of the public is prohibited on, in or upon any school property. It is the intent of this policy to prohibit tobacco use of any kind by anyone on school property 24 hours per day, 7 days per week, 365 days per year. This policy applies to all school sponsored events held on or off campus even during non-school hours and days. This policy applies to all public school functions and any outside agency using District's facilities, including the stadium and sports complex.

1. "School property" is defined as all property owned, leased, rented or otherwise used

Adopted:

Revised:



by any school in the District including but not limited to the following:

- a. All portions of any building or other structure used for instruction, administration, support services, maintenance or storage as well as grounds and parking areas.
  - b. All vehicles used by District for transporting students, staff, visitors, or other persons.
2. “Tobacco” is defined as cigarettes, cigars, pipe tobacco, snuff, chewing tobacco and all other kinds and forms of tobacco prepared in such a manner to be suitable for chewing, smoking, or both, and includes cloves or any other product packaged for smoking. For purposes of this policy, a vapor or electronic cigarette is considered a cigarette whether or not it contains tobacco.

Signs will be posted in prominent places on District property stating that smoking and the use of tobacco is prohibited. Smoking or other use of tobacco products by District employees or students while in or on school properties or while participating in a District-sponsored event is specifically prohibited. If students are found to be in possession of cigarettes or other tobacco products, the products will be confiscated and the students will be disciplined. Employees are warned that violation of this policy may result in disciplinary action. Patrons who violate this policy will be asked to leave District property.

**Alcoholic Beverages:** The use, consumption, or possession of alcoholic beverages, including low-point beer, on District property or in District facilities is prohibited. Employees or students who violate this policy shall be subject to disciplinary action.

**District Vehicles:** District vehicles are to be used for District business and shall not be used for personal business. All District-owned vehicles are to be parked and left at school at the end of the day unless being used for District-business or unless the Board authorizes otherwise. District employees who drive a District-owned vehicle shall possess and maintain at all times a valid Oklahoma driver’s license appropriate for the vehicle driven.

**Gifts to the District:** District shall only accept gifts of land or buildings when approved in advance by the Board. The Superintendent has the authority to accept or reject all other gifts according to the best interests of District.

**Gifts/Gratuities to Individuals:** Students, parents, and patrons of the district shall be discouraged from the routine presentation of gifts to district employees and Board members. When a student feels a spontaneous desire to present a gift to a staff member, the gift shall not be elaborate or unduly expensive. In most cases, the board shall consider as always welcome and more appropriate than gifts the writing of letters to staff members expressing gratitude or appreciation. This policy is not intended to discourage acts of generosity in unusual situations. Simple remembrances expressing affection or gratitude shall not be regarded as a violation of this policy.

Adopted:

Revised:

All gifts or donations not of a personal nature, such as books, magazines, materials, or equipment, become the property of the school district and cannot be removed.

Staff members shall not ask for, accept, or agree to offer to accept any gratuity or reward from any agent/agency in consideration of any influence that the staff member may have on any operation of District. Gifts from agents/agencies related to E-Rate Services must be worth \$20 or less, and all gifts from each E-Rate Service agent/agency must not exceed \$50 per employee per year. Gifts of value which exceed \$10 may be received only on behalf of an entire school building, and must be located where it can be utilized by the entire staff of that school building.

**Reproduction of Copyrighted Material:** The unauthorized reproduction of copyrighted material is illegal, and violations of applicable copyright laws could result in civil and/or criminal suits. The Superintendent shall develop and implement regulations regarding the reproduction of copyrighted materials. Any District personnel reproducing copyrighted material shall be certain that the reproduction is in accordance with the applicable law and District's policies and regulations. Proper certification of compliance with copyright laws shall be required in order to process requests for reproduction.

**NOTICE: THE DISTRICT COMPLIES WITH THE COPYRIGHT LAWS OF THE UNITED STATES WHICH GOVERN THE MAKING OF COPIES OF COPYRIGHTED MATERIAL.**

**Inventory:** The Superintendent shall be responsible for maintaining an accurate inventory of all District equipment, vehicles, and fixed assets. All equipment purchased with federal funds shall be labeled in accordance with applicable law and regulations.

**Recycling and Procurement of Recycled Materials:** District shall pursue procurement practices that encourage solid waste reduction and the profitable disposal of recyclable materials. Whenever possible, District shall purchase products containing recycled materials. District shall comply with the procurement and reporting requirements of the Oklahoma State Recycling and Recycled Materials Procurement Act and shall designate a recycling coordinator.

### **SAFETY PROGRAMS**

**General:** The regulations, practices, and procedures of District shall promote safety throughout District and shall establish and maintain conditions which are reasonably safe and healthful for District employees, students, and visitors. The Superintendent or the Superintendent's designee shall have overall responsibility for the safety programs of District. General areas of emphasis shall include, but not be limited to, in-service training, accident record-keeping, facility inspection, driver and vehicle safety programs, fire prevention, emergency procedures, traffic safety, and the safety of all persons present on District property or attending District-sponsored events.

**Emergency Drills:** The Superintendent or the Superintendent's designee shall prepare and publish a plan for the evacuation of each of District's buildings in case of emergency. District shall have written plans and procedures for protecting students, staff, and visitors from natural and man-made disasters and emergencies such as tornados. Disaster plans shall be placed on file with District and with the local emergency management organization. Annually, the Administration shall report to the Board the status of emergency preparedness and identified safety needs for each school. Each fire drill shall be documented in writing, and such records shall be preserved for at least three (3) years and made available to the State Fire Marshall/or his/her agent upon request. Documentation of other emergency drills shall be maintained in writing with a copy at the school site, a copy filed with District's administrative offices, and a copy submitted to the Institute for School Security Resources.

- District shall conduct a minimum of eight (8) safety drills per school year at each school site.
- Fire drills shall be conducted at each school site at least once per semester and must occur within the first fifteen (15) days of each semester. Fire drills shall include the sounding of a distinctive audible signal designated as the fire alarm signal.
- Disaster/Tornado drills shall be conducted at least two times each school year with at least one drill being conducted in September and one being conducted in March.
- Lockdown drills shall be conducted for the purpose of securing school buildings to prevent or mitigate injuries or deaths that may result from a threat on or near the school. Each school site shall perform at least two (2) lockdown drills per school year. No lockdown drill shall be conducted at the same time of day as a previous lockdown drill conducted in the same school year, and no more than two lockdown drills shall be conducted in one semester.
- Intruder drills shall be conducted at each school site for the purpose of mitigating injuries or deaths by executing a plan as an alternative to a lockdown. Each school site shall perform at least one (1) intruder drill per semester within the first fifteen

(15) days of the semester.

**Emergency Closings:** The Superintendent or the Superintendent's designee may close the District's schools, dismiss school early, delay the beginning of school, or take other appropriate measures in the event of hazardous weather or other emergencies which necessitate such action.

**Bomb Threats:** Bomb threats shall be handled according to District's Emergency Procedures Guide.

**Reporting Child Abuse:** In accordance with state law, any District employee who has reasonable cause to know or to suspect that a student under the age of eighteen (18) has been subject to abuse or neglect by a person responsible for the child's health or welfare or who has observed the child being subjected to circumstances of abuse or neglect by a person responsible for the child's health or welfare shall immediately report or cause to be reported such situation to the Department of Human Services. Such report shall be made according to any applicable Administrative Regulations or forms, and a copy shall be submitted to the Superintendent. Employees shall not contact the student's family or others to investigate any suspected abuse or neglect. Any individual who knowingly or willfully fails to report promptly any incident may be reported to local law enforcement for criminal investigation and if convicted, guilty of a misdemeanor. Immunity is provided from civil or criminal liability, when an individual in good faith reports or participates in judicial proceedings or allows access to child by persons authorized to investigate a report.

**Safety Education:** The practice of safety shall also be considered a facet of the instructional plan of the District by virtue of educational programs such as traffic and pedestrian safety, fire prevention, and emergency procedures which are appropriately suited for students of different grade levels. In addition, safety education shall be provided as is necessary and appropriate to students participating in laboratory science activities, shop activities, and physical education courses. The Superintendent shall be responsible for the supervision of such safety programs.

**Safe Schools Committee:** District and the families of District's students should work together to address concerns of safety and the threat of violence in schools. Therefore, District hereby authorizes the establishment of a Safe School Committee at each school site. The Safe School Committee shall be composed of at least seven (7) members and shall include teachers, parents of enrolled students, students, and a school official who investigates reports of bullying. The Safe School Committee may also include school staff, school volunteers, community representatives, and local law enforcement agencies.

Each school site's principal shall appoint the members of the Safe School Committee. The Safe School Committee will assist District in promoting a positive school climate by assisting with the planning, implementing, and evaluating the effectiveness of bullying prevention and response. In addition, the Safe School Committee shall study and make recommendations to the principal at least once each year regarding:

- 1) unsafe conditions, possible strategies for students to avoid harm at school, student victimization, crime prevention, school violence, and any other issues which relate to the providing and the maintaining of a safe school environment for all students;
- 2) student bullying, including reviewing District policy regarding bullying and research-based programs for bullying prevention;
- 3) professional development needs of faculty and staff to implement methods to decrease student harassment, intimidation, and bullying; and
- 4) methods to encourage the involvement of the community and students, the development of individual relationships between students and school staff, and the use of problem-solving teams that include counselors and other behavioral health resources

The principals shall provide a copy of the recommendations of each Safe School Committee to the Superintendent.

**Accidents:** Accidents involving employees, students, or visitors shall be reported to the Superintendent or the Superintendent's designee and investigated as deemed appropriate.

**Safe Room:** The safe room will be available to students and staff during school hours, but the community will be permitted, under the direction of the fire department, to utilize the safe room when school is not in session.

**Hazard Communication Standard:** The Superintendent or the Superintendent's designee shall maintain and make available to District employees such accident and safety reports and chemical hazard information as required by law, including, but not limited to Material Safety Data (MSD), Asbestos Containing Materials (ACM) and Chemical Information Listing (CIL). District shall report any health and safety information as required to the appropriate governing agency. Any accident resulting in the hospitalization of five (5) or more employees or the death of one (1) or more employees shall be reported to the Oklahoma Department of Labor within forty-eight (48) hours of the accident.

The Administration, in conjunction with other appropriate officials, shall identify hazardous substances on District property, shall maintain proper labeling, notice, and storage of containers of hazardous substances, and shall provide appropriate safety training and equipment as set forth in Administrative Regulations.

**Searches for Contraband:** District will occasionally use trained dogs to search for drugs, alcohol, or contraband on District property. Searches of District property and grounds will be conducted during periodic unannounced visits either during school hours or non-school hours at the discretion of the Superintendent. All lockers, vehicles, school desks, and any area of concealment are subject to search. If a search dog indicates the possible presence of any material which the dog is trained to detect, that area or place or thing of concealment will be further searched by law

enforcement officers or by designated school personnel. No student, employee, or other person will be the target of a search by a search dog. However, if the search dog indicates the possible presence of material which the dog is trained to detect on a person, a further search of that person's outer garments, purse, containers, or other items of concealment will be conducted by law enforcement officers or by designated school personnel. Searches which disclose the presence of any material which the dog is trained to detect, or any material or items which is forbidden by school policy may lead to further investigation by school officials or law enforcement officers, and/or disciplinary action by the school.

### **HEALTH SERVICES AND COMMUNICABLE DISEASES**

**Health Services:** District nurses or other designated personnel shall perform all first aid and emergency care in accordance with applicable laws and regulations. First aid may also be administered by a principal, an administrator, secretary, counselor, and other qualified personnel as designated.

In the event of a serious injury to or illness of a student, school personnel shall contact emergency services (911) if deemed appropriate. School personnel shall also attempt to notify the student's family or guardian as soon as possible. However, the determination to contact emergency services and to have a student treated by emergency services or transported by emergency services, shall be within the discretion of school personnel unless the student's parent/guardian is present at school. District is not responsible for any transportation and/or medical costs associated with emergency care.

**Communicable Diseases:** Any employee or student with knowledge of a suspected or confirmed case of a communicable or contagious disease is responsible for reporting this information to the appropriate personnel. Exclusions from school may be required when it is deemed necessary to promote the safety and well being of all students and employees. Decisions about how best to provide educational services to those students excluded from school because of a communicable or contagious disease shall be made by the Administration. The Administration may consult with and seek the advice of available District and/or county health officials.

In dealing with communicable or contagious diseases, District believes that:

1. Public education should be made available in the least restrictive environment that is appropriate to the individual needs of the student.
2. Public education should be provided in a safe and orderly environment.
3. Each student and employee should be treated with dignity and has a right to confidentiality.
4. Students or employees infected with HIV (the AIDS virus) or other related conditions will not be subjected to illegal discrimination but will be dealt with in a manner consistent with District's legal obligations to the infected student or employee as well as its obligation to all other students and employees of District.

Communicable or contagious diseases shall be evaluated on an individual basis considering whether the condition is life threatening, the degree of communicability, and whether the disease has been or should be confirmed with laboratory documentation.

All information concerning any medical information of any student or employee is strictly confidential. No board member or employee of District may negligently, knowingly or intentionally disclose or fail to protect medical or epidemiological information except as required by law. Any District official, officer or employee who discloses such information, except as required by law, will be subject to discipline as well criminal and civil sanctions under law.

- A. Placement of Students: If a student is diagnosed with Acquired Immune Deficiency Syndrome (AIDS), the State Department of Health shall be notified. In determining the placement of a student with a communicable or contagious disease, a multi-disciplinary team may be convened as provided by law. If a student is to be excluded from school because of a communicable or contagious disease, the student shall be placed on the home bound program until the student is able to return to school. Readmittance to school may require a statement by a physician or other health professional stating that the student is no longer infected and/or is no longer able to transmit the disease. No entry regarding a communicable or contagious disease shall be made on the student's cumulative record, health card, the computerized student data base, or other record maintained by District.
- B. Placement of Employees: No employee may be dismissed or have his or her contract not renewed merely as a result of having a communicable or contagious disease except as allowed by law. District personnel who are required to be absent from their work due to a communicable or contagious disease shall be subject to the District's applicable sick leave policy. Readmittance to work may require a statement by a physician or other health professional stating that the employee is no longer infected and/or is no longer able to transmit the disease. No entry regarding a communicable or contagious disease shall be made in the employee's personnel file.

**Bloodborne Pathogens:** Body fluids of any person may contain infectious or contagious bacteria or viruses which may be spread from one person to another by accidental or careless handling of body fluids during sanitation work, custodial work, or the administration of emergency first aid. In accordance with the Bloodborne Pathogens Act, the Board shall promote an environment within which all employees and students are protected from contagion.

The Superintendent shall establish regulations which shall include a control plan, vaccination procedures, the handling and disposal of body fluids, and exposure follow-up procedures in order to comply with the Bloodborne Pathogens Act. District shall provide appropriate instruction in the handling of body fluids through in-service presentations or other means. The Superintendent shall also direct the identification of employees who may, as a result of their job duties, be in contact with blood or other potentially infectious materials. Any employees so identified shall be offered Hepatitis B vaccinations at District's expense. District shall also make personal protective equipment available to employees for use in handling and disposing of body fluids.

**Head Lice:** In order to attend school, students must be free from head lice, this includes nits (eggs). If a student is identified as having head lice and/or nits, the parent or guardian will be



contacted to pick up the student from school. The student will not be allowed to return to school until: a) the parent or guardian submits a written statement from a health professional which states that the student is free from head lice and nits; and b) District's nurse or health professional verifies that the student is free of head lice and nits.

**Administering Medication:** Medication may be administered to students as prescribed by law. For purposes of this policy, medication or medicine includes prescription medication as well as over-the-counter medicines. Students may not retain possession of or self-administer any medication unless written permission is granted by District upon written request of the parent.

A student who has a legitimate health need for a medicine shall deliver the medicine to the principal or the principal's designee in its original container with the written authorization of the student's parent or guardian for administration of the medicine. The parent's authorization must identify the student, the medicine, and include or refer to the label for instructions on administration of the medicine. The medicine will be administered to the student according to the directions for use on the label for over-the-counter medications or the physician's prescription. Forms for parental authorization of administration of medicines are available in the office of the principal.

The school shall keep a record of the students to whom medicine is administered, the date of administration, the person who administered the medicine, and the name or type of medicine administered. The records shall remain confidential, and shall not be divulged except as required by law.

The school will return unused prescription or over-the-counter medication to the parent or guardian only on or before the last day of school or the medication will be disposed of in accordance with applicable law and/or regulations. Medication will not be sent home with students.

**Self-administration of Certain Medication:** Pursuant to Oklahoma law, students may be allowed to carry and self-administer prescribed inhaled asthma medications and prescribed anaphylaxis medication according to the provisions of this policy. District shall not incur any liability as a result of any injury arising from the self-administration of asthma or anaphylaxis medication by a student. If the requirements of this policy are fulfilled, a student diagnosed with asthma or anaphylaxis may possess and use his or her labeled asthma or anaphylaxis medication at all times.

The student's parent or guardian shall:

1. Provide the school with a written statement on the form prescribed by the Board authorizing the self-administration of inhaled asthma or anaphylaxis medication. Such written statement shall acknowledge that District shall not incur any liability as a result of any injury arising from the self-administration of asthma or anaphylaxis medication by a student.

2. Provide the school with a written statement from the student's treating physician containing the following information:

- a. That the student has asthma or anaphylaxis;
- b. That the student is capable of and has been instructed in the proper method of self-administration of the student's asthma or anaphylaxis medication;
- c. The name and purpose of the asthma or anaphylaxis medication;
- d. The prescribed dosage; and
- e. The time or times at which and special circumstances, if any, under which the asthma or anaphylaxis medication is to be administered.

3. Provide the school with an emergency supply of the student's asthma or anaphylaxis medication(s) to be administered pursuant to Oklahoma law by a school nurse or other authorized personnel.

4. Provide asthma or anaphylaxis medication to be carried by the student which is appropriately labeled, with a prescription label reflecting the following:

- a. Student's name;
- b. Prescription number;
- c. Asthma or anaphylaxis medication name and dosage;
- d. Method of administration and dosage;
- e. Date of prescription and refill;
- f. Licensed prescriber's name;
- g. Pharmacy name, address and telephone number; and
- h. Name of pharmacist.

The authorization for self-administration of asthma and anaphylaxis medications from the parent or guardian and from the physician shall be kept on file in the office at the school site where the student is enrolled. The authorization for self-administration of asthma and anaphylaxis medication shall be effective only for the school year in which the authorization is submitted by the student's parent or guardian. The parent or guardian shall be responsible for renewing an authorization for each subsequent school year.

For purposes of this policy, "asthma medication" and "anaphylaxis medication" shall mean a metered dose inhaler or a dry powder inhaler to alleviate asthmatic symptoms, prescribed by a physician and having an individual label, or an anaphylaxis medication used to treat anaphylaxis, including but not limited to Epinephrine injectors, prescribed by a physician and having an individual label. "Self-administration" shall mean a student's use of asthma or anaphylaxis medication pursuant to a prescription or written direction from a physician.

### **SECURITY**

**General Provisions:** The Board requires and encourages close cooperation between its employees, local police, fire, and sheriff departments, safety officers and risk managers appointed by District, and District's insurance companies in maintaining the safety and the security of all buildings and grounds.

**Limited Access:** Access to school buildings and grounds outside of regular school hours shall be limited to authorized personnel. The Superintendent or the Superintendent's designee shall establish and maintain an adequate key control system to limit access to buildings and to safeguard against the potential of entrance to buildings by keys in the hands of unauthorized persons. Records and funds shall be kept in a safe place and under lock and key when required. Protective devices designed to be used as safeguards against illegal entry and vandalism shall be installed when appropriate.

**Reporting and Prosecuting Criminal Acts:** Employees, students, and citizens of District should report any criminal activity occurring on District property to the Superintendent or the Superintendent's designee. The Superintendent or the Superintendent's designee shall be authorized to pursue a criminal complaint and to press charges against persons suspected of criminal activity occurring on District property as deemed appropriate.

If an employee is subject to an assault, a battery, or an assault and battery during the performance of any school duties, the employee shall notify the Superintendent, a building administrator, or a member of the Safe School Committee. Any building administrator or member of the Safe School Committee so notified shall notify the Superintendent. Each school site shall post the following notice in a prominent place:

FELONY CHARGES MAY BE FILED AGAINST ANY PERSON(S)  
COMMITTING AN AGGRAVATED ASSAULT OR BATTERY UPON ANY  
SCHOOL EMPLOYEE.

**Visitors:** Parents and patrons of District are encouraged to visit District and to observe the activities of District. Except as otherwise provided, all visitors to District shall report to the school office upon entering the building and shall request appropriate authorization to visit the school from District official in charge of each building. When parents, patrons, and friends have been invited to a school for a particular activity or program, it shall not be necessary to request any additional authorization to visit the school.

**Unauthorized Persons:** Any unauthorized person on District property should be reported to the Superintendent or the Superintendent's designee. As authorized by law, District has the authority and power to direct any person to leave District property who is not a student, officer, or employee and who interferes with the peaceful conduct of activities, commits an act which interferes with the peaceful conduct of activities, or enters the institution for the purpose of committing an act which may interfere with the peaceful conduct of activities.

Any person may be directed to leave any District property and to not return for a period of days specified and as allowed by law. During the period of days specified, the person removed from District property may not be on any District property without first obtaining written permission from the Superintendent or the Superintendent's designee.

When a person is directed to leave District property and to not return for a specified period of days, the person shall be given written notice of such directive and shall be advised in writing that he/she may appeal the directive to leave District property and to not return to the Superintendent or the Superintendent's designee in writing within five (5) days of receipt of the directive to leave. The request for an appeal shall set forth the reasons that the directive to leave should be reversed. The employee directing a person to leave District property shall be entitled to respond to the appeal in writing. The Superintendent or the Superintendent's designee shall make a decision as to whether the directive should be upheld, amended, or reversed and shall communicate such decision in writing to the appealing person and the employee who directed the person to leave District property. The decision of the Superintendent or the Superintendent's designee shall be final.

**Soliciting:** District prohibits soliciting by individuals, companies, and/or political campaigns.

**Weapons:** District prohibits the possession and/or use of weapons and/or firearms on District property except as allowed by law and District policy. Employees, except those authorized to carry handguns, and students who violate this provision will be subject to disciplinary action as well as a possible criminal action.

District's Board may designate specific school personnel who have been issued a handgun license pursuant to the Oklahoma Self-Defense Act to carry a handgun onto school property provided that such personnel:

1. Possess a valid armed security guard license as provided for in 59 O.S. § 1750.1 et seq.; OR
2. Hold a valid reserve peace officer certification as provided for in 70 O.S. § 3311.

District's Board may also designate that school personnel who have been issued a handgun license pursuant to the Oklahoma Self-Defense Act and who wish to carry a handgun onto school property attend an armed security training program or a reserve peace officer certification program, provided and developed by the Council on Law Enforcement Education and Training (CLEET).

District may pay all necessary training, meal, and lodging expenses associated with the training required to carry a handgun onto school property.

When carrying a handgun onto school property as authorized by Board pursuant to this policy, the employee shall carry the handgun on his or her person at all times or have the handgun stored in a locked and secure location.

**Vandalism:** Any persons who are aware of incidents of vandalism, breaking and entering and/or theft of school property should report the facts immediately to the Superintendent in writing.

No cash shall be left in any school building overnight by any school employee. When an employee collects cash, it shall be receipted and returned to the designated custodian of the fund for which collection was made.

### **DISTRICT SERVICES**

**Food Services:** District shall provide for a food service facility. Food services may include those meals provided through participation in the National School Lunch Program or other special program. District shall make breakfast and lunch available to all students and shall provide free and reduced price lunches for students who meet the federal guidelines. Students shall be permitted to bring their lunches from home and to purchase beverages and incidental items at the food service facility. Food services will comply with District's Wellness Policy - Policy BN. Upon the recommendation of the Superintendent, the Board shall determine whether to provide food services directly or to contract externally for the provision of food services.

District's food service program will operate as an integral part of the total school program and will be governed by the same principles and types of control as any other division. District's food services director will supervise the program. School food services will be operated on a nonprofit basis and will comply with all rules and regulations pertaining to health, sanitation, internal accounting procedures and service of foods. District will meet all state and federal requirements necessary for participation in state and federal programs.

School food service receipts will be used only to pay regular food service operating costs. When food service facilities are used by outside agencies, an adequate fee approved by the board will be charged. If facilities are used for other than the regular program, the manager will ensure that no supplies provided for the regular program or USDA commodities are used.

**Free and Reduced Meals:** The Board recognizes the need for all children to have a nutritious breakfast and lunch. In order to assure that children receive these meals, the district will provide free or reduced-price meals for all economically disadvantaged children in accordance with family income standards as established by the federal government and the school cafeteria manager who will determine eligibility. The criteria used for determining a student's needs and the steps taken to secure the free and reduced meals will be clearly established and made known to all lunchroom staff. Students participating in such meals will not be distinguished in any way from other students. Confidentiality will be expected in each case.

**Deposits of Monies:** All money collected from payment for school meals shall be deposited in the school lunch fund.

**Mail and Delivery Services:** District shall maintain a mail service for transmission of written communications from within District and for distribution of written communications received through the United States Postal Service. The use of District mail facilities, services, and personnel shall be limited to those materials and written communications which further the educational purposes of the District and/or those written communications which are authorized or required by policy, or regulation.

District's mail service shall not be used to distribute political materials unless the materials are received through the United States Postal Service. However, District may use District's mail services to distribute informational material regarding school bond elections or millage elections, as authorized by law.

**Transportation Services:** District shall furnish transportation to all students in accordance with the law and for students who live more than one and one-half (1½) miles from the school where the student is assigned to attend. Students shall be expected to comply with any Administrative Regulations regarding conduct on buses and District's Passenger Safety Conduct Code and may be subject to disciplinary action for failure to follow the Passenger Safety Conduct Code.

The Administration shall develop and implement appropriate schedules and routing for school buses as are necessary to transport all eligible students desiring to receive transportation to and from school in the most economical and effective manner. Prior to the beginning of the school year, schedules and routes for school buses may be printed, distributed, and published as the Administration deems appropriate. Only the Superintendent or the Superintendent's designee shall have the authority to modify schedules and/or routes.

Transportation services may also be provided for extra-curricular activities and field trips as approved by the Superintendent or the Superintendent's designee. All requests for trips should be made to the building principal for approval no later than two (2) weeks prior to the planned event. Expenses for such transportation services shall be paid by the students transported, the school activity sponsoring the trip, the school organization requiring the transportation, or from private sources. The Administration may also develop and implement regulations to provide for transportation using District vehicles for student activities and other District-authorized activities.

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**ADVERTISING AND PROMOTION**

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**Use of District Name or Facilities:** No organization or entity shall utilize any District facilities or District name for advertising or promotion unless authorized by the Superintendent.

**District Participation:** District may participate and/or cooperate with non-profit agencies and corporations with respect to the advertising or promotion of such non-profit agency or corporation if such participation and/or cooperation does not restrict or impair the educational program of the schools and is approved by the Superintendent. District may participate in radio or television programs sponsored by commercial organizations when such participation is supplementary to or beneficial to District and is approved by the Superintendent. In addition, the Superintendent may announce or authorize the announcement of commercially sponsored lectures, events, and activities of educational merit or significance.

**Advertising:** District may accept various types of advertising for placement in District-sponsored publications or for placement in or on District facilities. Space for the placement of advertising in or on athletic fields, gymnasiums, scoreboards, or other designated facilities may be leased. Due to the fact that advertising placed in or on District facilities will appear to have the approval of District, such advertisements shall be subject to the Guidelines for Advertising.

**District Publications:** District-sponsored publications may accept and publish paid advertising according to the Guidelines for Advertising.

**Guidelines for Advertising:** Sponsors or advisors for District-sponsored publications shall be responsible for applying and implementing these guidelines with respect to advertising to be published in District-sponsored publications. The Communications Department shall be responsible for applying and implementing these guidelines with respect to advertising to be placed in or on District facilities. District reserves the right to refuse any advertisement which does not serve the best interests of District and/or its students.

For placement in any District publications or for placement in or on any District property or facilities, District shall not accept advertisements which:

1. depict tobacco products, alcohol products (including beer), drugs, or drug-related paraphernalia or products;
2. depict sex or sexual activity, or are lewd, obscene, or pornographic as defined by prevailing community standards;
3. attack ethnic, religious, or racial groups (i.e., "hate" material);



4. promote hostility, disorder, or violence;
5. promote, endorse, or oppose any political candidate, beliefs, party, or issues;
6. are defamatory, misleading, or false;
7. promote illegal activities for minors; or
8. promote discrimination on the basis of race, color, national origin, handicap, disability, or gender.

**Funds from Sale of Advertising:** Funds received from the sale of advertising shall be credited to the Activity Fund account of the organization which sold the advertising. Student, parent or adult organizations which are exempt from Activity Fund limitations may be provided the opportunity to sell advertising to be placed on school facilities and shall be entitled to retain the proceeds of any such sale of advertising subject to application to and approval by the Board. Such organizations shall be responsible for all matters related to the sale of such advertising except that the Communications Department shall have the authority to approve or disapprove of the advertisements to be accepted.

### **SEXUAL HARASSMENT**

District is committed to providing equal employment and educational opportunities and, therefore, forbids discrimination against any employee, student, or applicant for employment on the basis of gender. District further forbids sexual harassment by any employee or student. This policy also applies to non-employee volunteers whose work is subject to the control of District personnel.

#### **Specific Prohibitions:**

##### **A. Administrators and Supervisors:**

1. It is sexual harassment for an administrator or supervisor to use his or her authority to solicit sexual favors or attention from subordinates or District's patrons when the individual's failure to submit will result in adverse treatment or when the individual's acquiescence will result in preferential treatment.
2. It is sexual harassment for an administrator or supervisor to subject any student to any unwelcome conduct of a sexual nature or to engage in a sexual relationship with a student.
3. Administrators and supervisors who either engage in sexual harassment or tolerate such conduct by other employees or students shall be subject to sanctions, as described below.

##### **B. Non-administrative and Non-supervisory Employees:**

1. It is sexual harassment for a non-administrative and/or non-supervisory employee to subject any District employee or patron to any unwelcome conduct of a sexual nature.
2. It is sexual harassment for a non-administrative and/or non-supervisory employee to subject any student to any unwelcome conduct of a sexual nature or to engage in a sexual relationship with a student.
3. Employees who engage in such conduct shall be subject to sanctions, as described below.

**C. Students:**

1. It is sexual harassment for a student to subject any District employee, patron, or fellow student to any unwelcome conduct of a sexual nature.
2. Students who engage in such conduct shall be subject to sanctions, as described below.

**General Prohibitions:**

**A. Unwelcome Conduct of a Sexual Nature:**

1. Conduct of a sexual nature may include:
  - a. verbal or physical sexual advances, including subtle pressure for sexual activity, flirtation, advances, and/or propositions of a sexual nature;
  - b. touching, pinching, patting, or brushing against;
  - c. unwarranted displays of sexually suggestive or sexually explicit objects or pictures, including greeting cards, articles, books, magazines, or cartoons;
  - d. sexual assault;
  - e. comments regarding physical or personality characteristics of a sexual nature; and
  - f. sexually-oriented kidding, teasing, double meanings, and jokes.
2. Conduct of a sexual nature may constitute sexual harassment when the allegedly harassed employee has indicated, either orally or by his or her conduct, that it is unwelcome.
3. If the person has initially welcomed such conduct by active participation, the person must give specific notice to the alleged harasser that such conduct is no longer welcome in order for any such subsequent conduct to be deemed unwelcome.

**B. Sexual Harassment:**

For the purpose of this policy, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment if:

1. submission to the conduct is made either an explicit or implicit condition of employment or instruction;
2. submission to or rejection of the conduct is used as a basis for an instruction or employment decision affecting the harassed student or employee;
3. the conduct substantially interferes with a student's learning or an employee's work performance;
4. the conduct, either by intent or by effect, creates an intimidating, hostile, or offensive work or learning environment;
5. the conduct is directed toward a student, regardless of the basis, by an adult employee or volunteer; or
6. submission to or rejection of the conduct is used as a basis for providing the District's services or participation in the District's programs.

**C. Circumstances of sexual harassment:**

Sexual harassment can occur in a variety of circumstances, including, but not limited to, the following:

1. the individual who is sexually harassed, as well as the harasser, may be female or male and does not have to be of the opposite sex from the harasser;
2. the harasser can be the supervisor of the individual who is sexually harassed, an agent of the employer, a supervisor in another area, a co-worker, a subordinate, an instructor, or a non-employee;
3. the individual who is sexually harassed does not have to be the specific person to whom the harasser directs the conduct which constitutes sexual harassment but must be a person who was directly affected by the offensive conduct of the harasser; and
4. unlawful sexual harassment may occur without economic injury to or discharge of the individual who is sexually harassed.

**Report, Investigation, and Sanctions:**

- A. Victims of sexual harassment are encouraged to come forward with such claims. (SEE BH-R1)

1. Employees who feel that administrators or supervisors are conditioning promotions, increases in wages, continuation of employment, or other terms or conditions of employment upon sexual favors, are encouraged to report these conditions to the appropriate administrator. If the employee's direct administrator or supervisor is the alleged offending person, the report shall be made to the next higher level of administration or supervision.
  2. Students shall report complaints of sexual harassment to the principal of the building at which the student attends school.
  3. Confidentiality shall be maintained, and no reprisals or retaliation shall be allowed to occur as a result of the good faith reporting of charges of sexual harassment.
- B. In determining whether alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred shall be investigated. The Superintendent, or the Superintendent's designee, has the responsibility of investigating and resolving complaints of sexual harassment. In the event the Superintendent is the subject of the complaint, the Superintendent's designee shall investigate the matter.
- C. Any employee found to have engaged in sexual harassment shall be subject to sanctions, including, but not limited to, warning, demotion, suspension, or termination subject to applicable procedures and due process requirements. Any student found to have engaged in sexual harassment shall be subject to disciplinary action according to District's policies.

### **CIVIL RIGHTS POLICY**

District complies with the Civil Rights Laws (Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Title II of the Americans with Disabilities Act, the Age Discrimination in Employment Act, and Section 504 of the Rehabilitation Act of 1973) in assuring the students, parents, and employees of District that District does not discriminate on the basis of race, color, sex, national origin, disability, religion, or age. The Superintendent is designated by the Board to coordinate District's efforts to comply with this assurance.

#### **Definitions:**

- A. Compliance Officer: An employee designated to coordinate compliance efforts with the Civil Rights Laws listed above and to investigate complaints. The Superintendent is designated as the Compliance Officer and may be reached at 200 East Broadway Street, Pond Creek, OK 73766-9791. Telephone (580) 532-4242.
- B. Complaint: A written complaint alleging that a policy, procedure, or practice of District discriminates on the basis of race, color, national origin, sex, religion, age, or disability.
- C. Day: Day means a working day; the calculation of days in processing a complaint shall exclude Saturdays, Sundays, and holidays.
- D. Complainant: A student, an employee, or any other person who submits a complaint alleging discrimination on the basis of race, color, national origin, sex, religion, age, or disability.
- E. Respondent: The person alleged to be responsible for the violation alleged in the complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.

**Pre-filing Procedures:** Prior to the filing of a written complaint, the Complainant is encouraged to visit with the Compliance Officer and to make a reasonable effort to informally resolve the problem or complaint.

#### **Procedures for Filing Complaint:**

- A. If the Complainant desires to proceed with a Complaint, then, within thirty (30) days of an alleged violation, the Complainant shall submit a written and signed Complaint to the Compliance Officer. The Complaint shall, at a minimum, state the Complainant's name, the nature of the alleged violation, the date of the alleged

violation, the names of persons responsible, any witnesses, and the requested action or relief sought.

- B. In addition to taking action with respect to a written complaint, the Compliance Officer may investigate allegations of discrimination without a written complaint according to the procedures set forth herein whenever the Compliance Officer deems such action to be appropriate.
- C. Within ten (10) days of receiving the Complaint, the Compliance Officer shall notify the Respondent of the Complaint and provide a copy of the Complaint to the Superintendent, if the Superintendent is not the Respondent.
- D. Within ten (10) days of notification, the Respondent shall submit to the Compliance Officer a written answer or response which shall confirm or deny the facts upon which the allegation is based, indicate acceptance or rejection of the Complainant's requested action, and/or outline alternatives. The Respondent may also identify witnesses who should be contacted to provide input during the investigation.
- E. Within ten (10) days of receiving the Respondent's answer, the Compliance Officer shall initiate an appropriate investigation which may include, but is not limited to, interviewing both the Complainant and the Respondent and any witnesses identified by either party, identifying any documents or tangible evidence supporting or opposing the Complaint, and undertaking any further investigation deemed appropriate by the Compliance Officer. The investigation should be concluded within thirty (30) days but the Compliance Officer may extend the period of time for an investigation by notifying the Complainant and the Respondent.
- F. Within ten (10) days after completion of the investigation, the Compliance Officer shall render a written decision and shall provide a copy of the written decision to both the Complainant and the Respondent. The written decision shall be a summary report containing a synopsis of the evidence and findings of fact as well as the conclusion regarding the Complaint. Additionally, if the Compliance Officer determines that the allegations of the Complaint are substantiated, the decision shall be provided to the appropriate supervisor or administrator to take appropriate disciplinary action.
- G. Within ten (10) days of receipt of the Compliance Officer's decision, if either the Complainant or the Respondent is not satisfied with the decision of the Compliance Officer, either may submit a written request to the Compliance Officer for a review by the Board.

- H. Within ten (10) days of receiving a request for a review by the Board, the Compliance Officer shall notify the Board of the request, shall place an agenda item for a review of the Complaint on the next regularly scheduled Board meeting, and shall notify the Complainant and the Respondent of the date of the Board's review.
- I. The review by the Board shall involve a review of all documents submitted to the Compliance Officer and, if the Board desires, a statement from the Complainant or the Respondent or the representatives of either the Complainant or the Respondent. The Board shall render a decision which either modifies, affirms, or reverses the decision of the Compliance Officer.
- J. Within ten (10) days of conducting the review, the Board or the Board's designee shall provide the Complainant and the Respondent with written notice of the Board's decision on the Complaint. The Board's decision shall be final and non-appealable.

**Extension of Time:** Except as otherwise provided, any time limits established by this policy and these procedures may be extended by mutual consent of the parties involved.

**Confidentiality of Records:** All records, complaints, notes, documents, and statements made during or relating to allegations of discrimination shall be maintained on a confidential basis by the Compliance Officer, and no information concerning any Complaint shall be documented in an employee's personnel file. However, in the event official proceedings relating to such allegations are initiated by a party or District, such records may become public in accordance with law. District shall maintain information pertaining to Complaints under this policy for three (3) years after completion of the investigation.

**Discipline:** The Compliance Officer may recommend to the appropriate supervisory personnel that students or employees who are found to have engaged in discrimination in violation of District's policies prohibiting discrimination be disciplined. An employee may be subject to disciplinary action up to and including termination or non-reemployment. A student may be subject to disciplinary action up to and including suspension.

**Retaliation:** No person shall take any retaliatory action against a Complainant or any person who participated in the investigation of alleged discrimination. Employees or students who engage in prohibited retaliation may be disciplined as set forth above.



**INTERNET ACCESS AND ACCEPTABLE USE POLICY**

**General:** The Internet is an electronic highway connecting a multitude of computers throughout the world. Through the Internet, students and employees have access to electronic mail (e-mail), news, databases library resources, and a wide variety of other information sources. District provides a wide variety of opportunities for students and employees to use District's computers to access the Internet. Through the Internet, it is possible to access material which may contain illegal, defamatory, inaccurate, pornographic, and/or offensive content. Due to the nature of the Internet, District cannot guarantee that students and employees will not access such material. However, District is committed to enforcing a policy of Internet safety, teaching appropriate online behavior, and monitoring the Internet activities of its students and employees.

District makes no warranties of any kind, either express or implied, regarding the Internet access being provided. District shall not be responsible for any damages users suffer, including but not limited to loss of data resulting from delays or interruptions in service. Nor shall District be liable for the accuracy, nature, or quality of information stored on District's computer equipment or of information gathered through Internet access provided by District. However, the Administration shall develop, implement, and maintain regulations and forms to restrict the use of the District's computers and Internet access to legitimate and acceptable purposes and to regulate students' and employees' privilege of access and use.

**Acceptable Uses:** District's computers, equipment, and software are intended for administrative, educational, and research purposes only and shall be used only in accordance with Administrative Regulations. Acceptable uses of District's computers and the Internet are activities which support learning and teaching or which promote District's mission and goals.

**Prohibited Uses:** According to Administrative Regulations, District's computers and the Internet access (including e-mail) provided by District shall not be used:

- a. To violate an individual's right to privacy;
- b. To access materials, information, or files of another person or organization without permission;
- c. To violate the copyright laws or software licensing agreements;
- d. To spread computer viruses;
- e. To deliberately attempt to vandalize, damage, disable, or disrupt District's property or the property of any other individual or organization;

- f. To locate, receive, transmit, store, or print files or messages which are profane, obscene, or sexually explicit, or which use language that is offensive or degrading to others;
- g. To distribute religious materials;
- h. To campaign for or against any political candidate or ballot proposition or for political lobbying, except as authorized by law;
- i. For any commercial purpose unless authorized by the Administration or Board;
- j. To engage in any illegal activity; or
- k. To engage in cyberbullying at school or in the workplace.

**Consequences for Misuse:** The use of District's computers and the Internet access provided by District is a privilege, not a right. Any student or employee who inappropriately uses District's computers or the Internet may have the privilege of using the computers or the Internet denied, revoked, or suspended and may be subject to other disciplinary sanctions.

**No Expectation of Privacy:** No student or employee shall have any expectation of privacy in any computer usage, electronic mail being sent or received by District's computers or District-provided Internet access. District's system operators may access any electronic mail or computer usage and may delete any inappropriate material found, sent or received using the District's computers or District-provided Internet access. In addition, discipline may be imposed for improper usage.

All internet usage will be monitored and recorded to ensure compliance with the Children's Internet Protection Act ("CIPA"), as codified at 47 U.S.C. § 254.

**Use of Software:** Students are prohibited from installing, copying, or downloading any copyrighted material or software on District's computer hardware. Employees are prohibited from installing, copying, or downloading any copyrighted material or software on District's computer hardware without the express written consent of the copyright holder and the approval of the appropriate administrator or system operator.

**Remote Internet-based Courses:** District may allow for students to complete required course work through remote Internet-based courses in accordance with the rules, regulations, and/or guidelines adopted by the State Board of Education.

**Internet-based Instruction:** District may allow for students to complete required course work through Internet-based courses in accordance with rules, regulations, and/or guidelines adopted by the State Department of Education. Only regularly enrolled students of this district shall qualify for such course credit and students enrolling in Internet courses shall be full-time students unless designated as suspended students or dropout students.

**Education:** District will educate all students who are granted access to the Internet regarding appropriate on-line behavior including: safety and security when using electronic mail, interacting with other individuals on social networking websites and in chat rooms, cyberbullying awareness and response, and other forms of direct electronic communications, and the disclosure, use, or dissemination of personally identifiable information.

**Web Filtering:** District shall provide filtered access to the Internet per standards pursuant to CIPA. Technology protection measures shall be in place that safeguards Internet access by all users to visual depictions that are obscene, related to child pornography, or other content that may be deemed harmful to minors. The Board delegates to the Administration the authority to determine matter that is inappropriate for minors.

District will enforce the operation of the technology protection measures on its computers with Internet access. An administration, supervisor, or other person authorized by the Superintendent may disable the technology protection measure during an audit, to enable access for bona fide research, or other lawful purposes.

**Records Retention:** District will retain its Internet Safety policy documentation according to the Record Retention and Archival of Electronic Mail Transmissions Policy - BM.

# Pond Creek-Hunter Schools Parent/Student 1:1 Laptop Handbook

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## **I. Vision**

**Pond Creek-Hunter Public Schools (PC-H)** is preparing our students to live and work as responsible citizens and life-long learners by providing students and teachers with technology tools and skills necessary for student-directed learning. The Pond Creek-Hunter Schools electronic network supports our instructional program, including – learning opportunities, information retrieval, searching strategies, research skills, critical thinking skills, and life-long learning. Through the Internet, students, teachers and staff are able to access current information, news, resources from businesses, libraries, educational institutions, government agencies, research institutions and associations, and a variety of other sources.

## **II. Goals**

- Sustaining our whole community with a culture of life-long learning.
- Engaging all students in authentic real-world activities and projects.
- Extending learning beyond the classroom and the school day.

We hope that you will share in your son's or daughter's excitement about this opportunity and learn along with them as they use this instructional tool to enhance their learning.

## **III. Terms of Laptop Loan**

**Issuing of Laptops** All students enrolled at PC-H will be issued a laptop at the beginning of their fifth grade year or upon enrollment. The laptop will be assigned to individual students and serial numbers recorded and will stay with the student. The Pond Creek-Hunter Schools will retain ownership of Middle School laptops and students will turn them in at the end of their middle school career at PC-H, or upon the student's withdrawal. Upon entering high school, students will be issued a new laptop. The laptop students receive at the beginning of their ninth grade year will stay with them throughout high school or their withdrawal from PC-H. Students are responsible for bringing the laptops to school, taking them home each day, and charging them for use the next day. The laptops are not to be left unsupervised at school or at home in unsecured locations. Students may choose to purchase their assigned high school laptop at the completion of their senior year for a nominal fee.

**Conditions of Loan** Pond Creek-Hunter Schools will lend a laptop to all students enrolled in PC-H upon compliance with the following:

- 1) Student Responsible Use of Technology and Internet Safety Agreement (RUA) signed by the student and parent
- 2) Laptop Loan Agreement signed by the student and parent

## IV. Hardware and Software Issued

### Hardware:

- 1) Laptop Computer
- 2) AC Adapter and power cord
- 3) Carrying Case

Laptops run on Microsoft Windows and are Internet capable. They also have web-filtering and anti-virus services.

Other software applications may be installed by members of the PC-H Technology Department. The software installed by Pond Creek-Hunter Schools must remain on the laptop in usable condition. ***Students will be able to install approved software through approved methods. No unapproved software may be installed by students.***

Students involved in the Grant County Interlocal Cooperative will be issued a laptop upon the recommendation of the PC-H Special Education Director and the student's IEP team. Any assistive technology devices required by a student's Individual Education Plan will be issued.

## V. Laptop Care Guidelines

### General Care of the Laptop

- 1) For prolonged periods of inactivity, you should shut down completely before closing the lid. This will help to conserve the battery.
- 2) Please be aware that overloading the backpack or case will damage the laptop. Take precaution when placing the backpack or case on a flat surface.
- 3) When using the laptop, keep it on a flat, solid surface so that air can circulate. For example, using a laptop while it is directly on a bed or carpet can cause damage due to overheating.
- 4) Liquids, food and other debris can damage the laptop. You should avoid eating or drinking while using the laptop. DO NOT keep food or food wrappers in the laptop bag.
- 5) Take extreme caution with the screen. The screens are susceptible to damage from excessive pressure or weight. In particular, avoid picking up the laptop by the screen or placing your finger directly on the screen with any force.
- 6) Dimming the LCD brightness of your screen will extend the battery run time.
- 7) Never attempt repair or reconfigure the laptop. Under no circumstances are you to attempt to open or tamper with the internal components of the laptop. Nor should you remove any screws; doing so will render the warranty void.
- 8) Take care when inserting cords, cables and other removable storage devices to avoid damage to the laptop ports.
- 9) Do not expose your laptop to extreme temperatures, direct sunlight, or ultraviolet light for extended periods of time. Extreme heat or cold may cause damage to the laptop.
- 10) A label has been applied to your computer for ID purposes. Please do not place additional stickers/items on the computer. Remember the laptops are the property of Pond Creek-Hunter Schools.

- 11) Keep your laptop away from magnets and magnetic fields, which can erase or corrupt your data. This includes but is not limited to large speakers, amplifiers, transformers, vacuum cleaners, and older television sets.
- 12) Always disconnect the laptop from the power outlet before cleaning.
- 13) Clean the screen and touch pad with lint-free, anti-static cloth. (Never clean the screen with glass cleaner.)
- 14) Wash hands frequently when using the laptop.
- 15) Do not pick up the laptop by the screen.
- 16) Avoid touching the screen with fingers, pens, pencils, or any sharp instrument.
- 17) Be careful not to leave pencils, pens or papers on the keyboard when closing the screen.
- 18) Do not leave the laptop in a vehicle for extended periods of time or overnight.
- 19) Never sit on the laptop.

### **Carrying the Laptop**

- 1) All laptop and components are to be carried in the school-provided laptop carrying cases at all times. Do not put laptops with or without carrying case in another bag.
- 2) Laptops should always be shut down or placed in standby mode/hibernate mode before being placed in the carrying case in order to prevent hard drive damage.
- 3) Always close the lid before moving or carrying the laptop.
- 4) Do not leave the laptop in visible sight in a vehicle.
- 5) Carefully unplug all cords, accessories, and peripherals before moving the laptop or placing it into the case.
- 6) Do not overload the laptop carrying case since this is likely to cause damage to the laptop. Textbooks, notebooks, binders, pens, pencils, etc. are not to be placed in the laptop carrying case.

### **Security**

- 1) Do not leave laptops in unsupervised areas. Unsupervised areas include but are not limited to the cafeteria, outdoor tables/benches, computer labs, buses, locker rooms, classrooms, gyms, dressing rooms, restrooms, hallways. Secure your laptop in your locker before going to a class in an unsecured area. In the event of a fire drill or other classroom evacuations, students should take laptops and laptop cases with them.
- 2) Unsupervised or abandoned laptops will be confiscated by staff.
- 3) Avoid using the laptop in areas where damage or theft is likely.
- 4) When students are not using the laptops, laptops should be stored in their secured lockers. Students are encouraged to take their laptops home every day after school, regardless of whether or not they are needed. If a laptop is stored temporarily in a vehicle, it must not be visible from outside.
- 5) During after-school activities, students are still expected to maintain the security of the laptop. Students participating in sports events will secure the laptops by locking them inside their student-assigned lockers.
- 6) Each laptop has identifying labels including the serial number and assigned student name. Students must not modify or destroy these labels.

### **Loaning Equipment to Others**

Students may not lend laptops or laptop components to others for any reason. This includes other family members. Parents/legal guardians may use the laptops to assist their child who is assigned the laptop with homework and school assignments.

### **Power Management**

- 1) It is the student's responsibility to recharge the laptop battery so it is fully charged at the beginning of each school day. Power outlets may not be accessible in classrooms for recharging.
- 2) Uncharged batteries or failure to bring the laptop to class will not be an acceptable excuse for late or incomplete work or inability to participate in class activities.
- 3) Be careful not to cause a tripping hazard when plugging in the laptop.
- 4) All students are required to carry their chargers (AC adapters) to school to recharge the battery if necessary.
- 5) Protect the laptop by using a surge protector whenever possible.

### **Conserving Battery Power**

- 1) Use standby mode or hibernate mode throughout the day.
- 2) Dimming the brightness of the screen will extend battery run time
- 3) For prolonged periods of inactivity, shut down the laptop.
- 4) Do not drain the battery down to 0%. Keep a well-charged battery at all times and plug in when needed.

## **VI. Software and File Management**

### **General Information**

- 1) Laptops come with a standardized software configuration. This configuration may be altered through approved processes only.
- 2) All software must be approved by Pond Creek-Hunter Schools.
- 3) Do not change the computer name.
- 4) Do not change or remove operating system extensions.
- 5) Unapproved software, hardware, or additional plug-ins are not to be loaded on the laptops.
- 6) The school does not accept responsibility for the loss of any data deleted due to re-imaging laptops.

### **Music, Games, or Programs**

The **PC-H Responsible Use of Technology** and **Internet Safety Agreement** states that students are expected to comply with ethical-use guidelines and abide by federal copyright laws. Music, videos and games may not be downloaded, installed, or saved to the hard drive. Music and games can be disruptive during class and may not be brought to school unless the student has permission from the teacher for an educational project.

### **Deleting Files**

Do not delete any folders or files that you did not create or that you do not recognize. Deletion of files could interfere with the functionality of the laptop.



### **Student Storage/Saving Files**

Students are responsible for maintaining and backing up their files and documents. Any files saved to the laptop hard drive may be lost in the event of a hardware failure or may be removed during maintenance.

Students may back up to their user directory, external devices, such as a thumb drive, or students may back up to “cloud” storage on the web, such as Google docs. If the student laptop crashes and files are lost, it is the student’s responsibility to have the files saved elsewhere. Please note: “the computer crashed” is not an acceptable excuse for not turning assignments in on time.

### **Synchronizing Documents/Software Updates**

Students must completely shut down laptops at the end of each school day prior to leaving campus. Students must also restart laptops when returning to campus each morning.

### **Screensavers/Wallpapers**

If students choose to modify the standard wallpaper or screensaver, it must adhere to the standards and policies of Pond Creek-Hunter Schools.

### **Sound**

Laptop sound will be muted at all times during school unless permission is granted from the teacher for instructional purposes. Headphones may be used in class with express permission from the teacher.

### **Printing**

Help conserve our instructional resources by using print preview or digital transmission of work. Students must get permission from the teacher before printing. School network printing access will be available thirty minutes before classes begin at 8:05 and thirty minutes after school at 3:25 Monday through Thursday

## **VII. Email and Internet Use**

### **Email and other Digital Communications Accounts**

Students are provided an email account by the school. Email correspondence will be used for educational purposes only. Electronic communication coming from or going to the school-issued email account can and will be monitored to make sure the terms of the RUA are being followed.

**Digital communications etiquette** is expected by all students using all school-provided communications accounts, sites, or applications including but not limited to wikis, blogs, forums, interactive video conferencing, podcasts, vodcasts, online training, online courses, and online collaboration sites.

### **Internet Use**

As required by the **Children’s Internet Protection Act (CIPA)**, an internet filter is maintained by the district for school and home use on the laptop. Filtering not only restricts access to unacceptable sites, but also restricts access to inappropriate materials of all kinds. Pond Creek-Hunter Schools cannot guarantee that access to all inappropriate sites will be blocked.

**No filter is as reliable as adult supervision!** Log files are maintained on each laptop with a detailed history of all sites accessed. It is the responsibility of the user to appropriately use the laptop, network, and the Internet. Pond Creek-Hunter Schools will not be responsible for any harm suffered while on the network or the Internet.

Students are required to notify a teacher or administrator if they access information or messages that are inappropriate, dangerous, threatening, or that make them feel uncomfortable.

### **Internet Safety**

As a part of PC-H curriculum, students will be instructed about appropriate online behavior, including interacting with other individuals on social networking web sites and in chat rooms. Lessons will also be provided to create an environment free of cyber-bullying

- 1) Immediately report any unauthorized activity on the network or Internet.
- 2) Notify a teacher immediately if you accidentally access an inappropriate site.
- 3) Never read someone else's email or open their files or folders.
- 4) Never use or transmit anything with racist, abusive, threatening, demeaning, slanderous, objectionable, sexually explicit, or inflammatory content.
- 5) Never arrange to meet an Internet contact in person.
- 6) Observe all copyright laws; do not claim authorship of work copied from a web site or from any other source; accurately cite sources of information.
- 7) Protect your user account by keeping your password secure and logging off or locking when not at the computer. All email, network, and Internet activity is the responsibility of the individual whose account is logged in to the computer at the time of the activity. If your account is logged in you are responsible. Keep your password a secret!
- 8) Protect personal information. Never give full name, addresses, phone numbers, passwords, and social security numbers for yourself and others. Use a "code name" that does not identify you personally to online viewers/organizations you do not know.
- 9) Avoid online sites and materials that do not support the curriculum or are otherwise inappropriate for educational use.

### **Off-campus Internet Use**

Pond Creek-Hunter Schools will not serve as a home Internet service provider. However, the district will provide Internet filtering for the laptops while connecting to the Internet away from school. It is the responsibility of the parent or guardian to monitor student laptop use, especially Internet access, in the home.

PC-H is not responsible for providing internet access outside of school. The ability to access the internet from home varies from situation to situation. No guarantee is implied.

## **VIII. Monitoring Laptop Usage**

### **Monitoring and Supervision**

Pond Creek-Hunter Schools engages students in an Internet Safety program and instructs students in making appropriate choices regarding Internet use, content evaluation and web site selection. PC-H also takes technical measures to filter internet access to protect students from inappropriate content. School-district personnel supervise student use of technical resources,

including Internet browsing. These measures are in place to protect students and help them become informed consumers of internet content. However, no technical measure or human supervision is failsafe. While we are committed to protecting our students, we acknowledge students may access inappropriate content, intentionally or accidentally. Ultimately it is the responsibility of the student to practice internet safety measures and use the resources to access appropriate educational resources.

Pond Creek-Hunter Schools does not recommend that students use laptops in an unsupervised or isolated setting while off campus. PC-H recommends students use laptops in plain view of parents, guardians, or other adult family members.

Students will provide access to the laptop and any accessories assigned to them upon request by the school or district. A search of the laptop and student files may be conducted if there is suspicion that any policies, procedures, or guidelines have been violated. Faculty and staff have the ability to remotely monitor student computer use while at school.

### **Privacy**

There is no expectation of privacy regarding the contents of computer files or communication using any school-owned computer or network. Pond Creek-Hunter Schools reserves the right to investigate, review, monitor, and restrict information stored on or transmitted via Pond Creek-Hunter Schools' equipment. Parents, guardians, and students do not have the right or expectation of privacy for any use of school-owned laptops, computers, or other equipment.

School-system personnel may conduct an individual search of the laptop, files, music, videos, emails or other related items. The district will cooperate fully with local, state, or federal officials in investigations of suspected illegal activities conducted through district-owned computer systems.

### **Passwords**

Students should log in only under their assigned username and password. Students should not share their passwords with other students. Students are not to activate any passwords on the laptop such as start-up (BIOS), hard drive, or file system passwords.

### **Copyright Compliance**

All students are expected to adhere to federal copyright laws. The following guidelines will help students be in compliance:

- 1) "Copyright" is legal protection for creative intellectual works, which is broadly interpreted to cover virtually any expression of an idea.
- 2) Text (including email and web information), graphics, art, photographs, music, and software are examples of types of works protected by copyright.
- 3) Copying, distributing, downloading, and uploading information on the Internet may infringe the copyright for that information.
- 4) Even an innocent, unintentional infringement violates the law.

See Appendix E for additional information about Copyright and Fair Use Guidelines.

### **Social Networking**

Social Networking activities will only be used when assigned by and supervised by a teacher for academic purposes. Students will avoid posting personal information online; will understand that postings are permanent; and will exercise mature and responsible conduct at all times while online, both on and off campus.

### **Laptop Inspections**

Students may be randomly selected to provide the laptop for inspection. Students with damaged laptops who fail to report the damage will be subject to additional fines and disciplinary action.

## **IX. Student Responsibilities**

Students are responsible at all times for the laptops, whether at school or off campus. The student assigned the laptop is responsible for all use of the laptop. Unsupervised laptops will be confiscated by staff and taken to the Building Principal. Students must see an administrator in order to receive the unsupervised laptop. Disciplinary action may be taken for repeat offenders.

Students are required to bring the laptop to school each day with a fully-charged battery. Students must bring the laptop to all classes, unless specifically instructed not to do so by their teacher. A laptop left at home is not an acceptable excuse for not submitting work; a reduction in a grade may be given. A lost document is not an excuse for late or missing work. Students leaving laptops at home will be required to complete assignments using alternate means determined by the teacher. **Students will not be given the use of a loaner laptop if he or she leaves the laptop at home.** Disciplinary action may be taken for students who repeatedly leave a laptop at home.

Users are responsible for their actions and activities involving school-owned computers, networks and internet services, and for their files, passwords, and accounts on school-owned equipment. Students must ask for assistance if they do not know how to operate technology that is required in a class. Students are responsible for their ethical and educational use of all computer hardware and software. Students should monitor all activity on their account(s) and report anything suspicious to a teacher. Students who identify or know about a security problem are required to communicate the security problem to their teacher without discussing it with other students.

**The right to use a laptop at home is a privilege. If students do not adhere to Pond Creek-Hunter Schools' Responsible Use of Technology and Internet Safety Agreement, all Board policies, and the guidelines in this Student Laptop Handbook, the privilege to use the laptop at home may be restricted or eliminated.** The same rules and expectations for student conduct also apply to student use of computers. Intentional misuse or neglect can result in loss of laptop use, disciplinary action, and/or fines for any needed repairs or maintenance. The school principal will have final authority to decide appropriate disciplinary action if students are found to be responsible for any unacceptable activity.

## **X. Unacceptable Behavior**

Unacceptable conduct includes, but is not limited to the following:

- 1) Using the network for illegal activities, including copyright violations;
- 2) Accessing online sites or materials that do not support the curriculum or are inappropriate for school purposes while on campus;
- 3) Downloading inappropriate materials, viruses, or software;
- 4) Using or possessing hacking or file-sharing software, including keystroke loggers, batch files, or applications used to bypass laptop or network security;
- 5) Gaining unauthorized access anywhere on the network including attempting to log onto the Internet, network, servers, routers, switches, printers, or firewall as a system administrator;
- 6) Using the laptop or network for financial gain, advertising, or political influence;
- 7) Vandalizing or tampering with equipment, files, software, system performance, or other network equipment;
- 8) Attempting to repair, remove or install computer hardware or software;
- 9) Opening the computer to access internal parts;
- 10) Causing network congestion or interfering with the work of others, including sending chain emails or broadcast messages;
- 11) Subscribing to mailing lists, mass emails, games, or other services that cause network congestion;
- 12) Intentionally wasting finite Internet or network resources, including downloading files, streaming music, videos, or games or installing, activating, or creating programs that interfere with the performance of the network, Internet, or computer hardware;
- 13) Revealing, sharing, or posting personal information including full names, addresses, phone numbers, social security numbers, driver's license numbers, or passwords for yourself or others;
- 14) Invading the privacy of others;
- 15) Using another person's username or password, or allowing another to access your account using your username or password;
- 16) Pretending to be someone else when sending or receiving messages;
- 17) Using email other than the school-issued email account, on school-owned equipment;
- 18) Forwarding or distributing inappropriate email messages;
- 19) Engaging in harassment or transmitting obscene messages, pictures, websites, or other files including racist, terrorist, abusive, sexually explicit, vulgar, threatening, stalking, demeaning, slanderous, or any other inflammatory content;
- 20) Utilizing sites to sell or purchase written papers, book reports, and other student work, or to commit any act of plagiarism;
- 21) Using unauthorized technology to gain advantage on assessments by providing or receiving information not allowed by the instructor or that is unavailable to other students;
- 22) Assisting, observing, or joining any unauthorized activity using the laptop, network, or Internet;
- 23) Accessing or attempting to access Internet sites not approved by district/teacher include non-educational chat rooms, instant messaging, or social networking sites and including MySpace, Facebook, YouTube and other sites that could expose students to harm or distract from engagement in academic and school-related pursuits;

- 24) Attempting to disable or circumvent Pond Creek-Hunter Schools' Internet content filter and firewall, or attempting to use proxies to access sites that would otherwise be restricted;
- 25) Falsifying permission or identification information;
- 26) Copying or modifying files, data, or passwords belonging to others, or using technology to circumvent doing your own work for your courses;
- 27) Knowingly placing a computer virus on a computer or network (additionally, legal charges may be filed);
- 28) Writing, drawing, painting, defacing, or placing stickers or labels on school-owned laptops or laptop accessories, or causing other intentional damage;
- 29) Attempting to alter data or the configuration of a computer or the files of another user will be considered an act of vandalism and subject to disciplinary action;
- 30) Accessing or attempting to access the wired or wireless network with any device that is not property of Pond Creek-Hunter Schools. *Note: Students are not to bring their personal laptop computers to school. Only Pond Creek-Hunter Schools computers may be used on campus;*
- 31) Presence of images of guns, weapons, pornographic materials, inappropriate language, alcohol, drugs, or gang-related symbols are subject to disciplinary action;
- 32) **Cyber-bullying** in any form is unacceptable. Students will not engage in any cyber-bullying activity, which may include efforts to harass, threaten, torment, embarrass or intimidate students or school staff through the use of a computer. In situations in which cyber-bullying originates from off-campus conduct, but is brought to the attention of school officials, any disciplinary action will be based upon whether the conduct is determined to be materially and substantially disruptive of the school environment or have a direct and immediate effect on school safety or on maintaining order and discipline in the schools. Discipline for cyber-bullying will be handled on a case by case basis as deemed appropriate by the school principal. In addition, if a criminal act has been committed, it will be reported to local law enforcement. Refer to PC-H Board Policies;
- 33) Students will comply at all times with Board policies, the Responsible Use of Technology and Internet Safety Agreement, and this Laptop Handbook.

### Consequences

Consequences for non-compliance with the policies and procedures in these documents include disciplinary actions and financial responsibilities. Any failure to comply may immediately end the student's right to access the laptop, or other devices or services. The student will also be subject to disciplinary action as set out in the PC-H Student Handbook. The school principal will have authority to decide appropriate consequences regarding non-compliance. Pond Creek-Hunter Schools cooperates fully with local, state, and federal law enforcement for computer crimes recognized under Oklahoma General Statutes.

**\*NOTE: The principal has the discretion to permanently confiscate the laptop from the student at any time.**

## **XI. Technical Support & Repairs**

Technical support/Help Desk is only available during school hours from 8am-4pm. If a student has a technical problem at home, he or she should document the problem as completely as possible recording any error messages, exactly what the student was doing at the time, and the software being used when the problem occurred. With teacher permission, the student should report the problem to the Technology Support Team/Help Desk via the link on the school homepage. All repairs will be performed or managed by school-district personnel. Parents, guardians, students, or teachers are not allowed to attempt repairs themselves or contract with any other individual or business to repair any school-owned computer equipment. Every effort will be made to repair or replace the laptop in a timely fashion.

Services provided include the following:

- Hardware or software maintenance and repairs
- User account support
- Operating system and software support
- Hardware support
- Updates and software installations
- Warranty repairs
- Managing laptop tracking service
- Basic troubleshooting

### **Help Desk Procedures:**

1. Student identifies a problem.
2. With teacher permission, the student reports the problem to the Technology Help Desk via the school website.
3. The student will be contacted by an individual from the Help Desk to remedy the problem.
4. If necessary, the student will check in the laptop, including bag and charger. The Help Desk staff will check out a loaner laptop to the student.
6. When the laptop is fixed, the Help Desk will contact the student. It is the student's responsibility to return the loaner, bag, and charger to the Help Desk prior to receiving their original assigned laptop.

## **XII. Warranties, Damages, and Theft**

### **Hardware Warranty**

Pond Creek-Hunter Schools purchased a warranty with each laptop that covers repair/replacement of the laptop chassis, LCD screen, hard drive, and mother board for damage caused by manufacturer defect. Repeated incidents of repair/replacement by an individual will result in disciplinary measures and possible denial of the use of the laptop. Students shall report all laptop issues to a teacher or the Technology Help Desk. All technical incidents should be entered into the help ticket system. All behavior incidents will be recorded by school officials.

**Damage not covered by warranty**

Replacement of repair fees will be charged for damaged laptops, chargers, batteries, and carrying cases. Damages to the laptops not covered by the hardware warranty and all peripherals will be assessed per the Damage Fee Table below.

**Damage Fee Table:**

Damaged Item	Fee
LCD screen	\$95
keyboard	\$43
hard drive	\$90
motherboard	\$365
outer casing damage	\$24
camera assembly	\$19
battery	\$85
ac adapter & power cord	\$35
damage to laptop bag	\$30
no bag strap	\$15
no power cord	\$55
no laptop bag	\$30
palm rest	\$15

**Insurance**

Pond Creek-Hunter Schools has insurance coverage that covers loss or theft of the laptops while on school property. However, if laptops are lost, stolen or destroyed by a disaster (flood, fire, tornado) outside of school, school insurance does not apply and the student and/or parent/guardian will be held responsible for replacing the laptop.

**Parent Liability**

The parent, guardian, or adult student will be responsible for compensating the school district for any losses, costs, or damages which are not covered by the warranty or the property insurance coverage, possibly including the laptop's full replacement cost. Students with damaged laptops who fail to report the damage may be subject to additional fines and disciplinary action.

**Theft**

Incidents of theft occurring off campus must be reported to the police by the parent or student, and a copy of the police report must be brought to the school within 48 hours to be given to the school principal.



Any theft occurring on school grounds must be immediately reported to the building principal.

Be prepared to provide the following information when reporting a theft:

1. Laptop Serial Number, Manufacturer and Model
2. Date and address of theft
3. Complete details of theft
4. Police File Number, Officer's Name and Police Agency Information

NOTE: It is important to complete all these steps immediately after the theft. Filing a false police report is punishable by law.

The district will work with the police department to report all model, asset, and serial numbers of stolen or lost laptops to local pawn shops and area law enforcement agencies..

### **XIII. Parent Expectations**

1. Remember that while the school system will provide Internet content filtering, *there is no substitute for parental supervision when using a computer.*
2. Monitor student use of the laptop and Internet at home.
3. Ensure your child understands and adheres to laptop and Internet policies and guidelines set forth in the *PC-H 1:1 Laptop Handbook*.
4. Sign a copy of the Laptop Agreement that you will find at the end of this handbook.
5. Reimburse the school district for any costs incurred or fines assessed due to misuse, neglect, damage, or loss, including theft, if not otherwise covered by warranty or insurance, up to the full replacement cost of the laptop.
6. Review Pond Creek-Hunter Schools' **Responsible Use of Technology and Internet Safety Agreement** and this **1:1 Laptop Handbook** with your child.
7. Assist your child who is assigned the laptop with homework and school assignments. The purpose of the 1:1 Laptop Initiative is to help students learn. Student use of the laptop for learning is the most important priority of the 1:1 Laptop Initiative.
8. Ensure the return of the laptop and all accessories before the student withdraws from school.

## **XIV. Appendix**

### ***A. Terms of Agreement***

Pond Creek-Hunter Schools will hold the legal title to the laptop and all accessories. Right of possession and use is limited to and conditioned upon full and complete compliance with all Board Policies and Procedures, including Responsible Use of Technology and Internet Safety Administrative Procedure; Responsible Use of Technology and Internet Safety; Copyright Compliance Policy, Integrity and Civility and other guidelines outlined in this **1:1 Laptop Handbook**. Pond Creek-Hunter Schools does not guarantee that its technology resources will be uninterrupted or error-free. Access to the network is provided on an “as is” basis without warranties of any kind. In the rare case that the network is down, neither Pond Creek-Hunter Schools nor any of its agents or employees will be responsible for lost or missing data.

The right to use and possess the laptop and all peripherals terminates no later than the last day of the school year unless earlier terminated by the district or upon removal from the school through withdrawal, suspension, expulsion, or transfer. Failure to return the laptop on or before this date to the school principal or designee will result in criminal charges being sought against the student, parent, and/or the person who has the laptop. The laptop remains the property of Pond Creek-Hunter Schools and cannot be loaned, sold, bartered, traded, leased, rented or given to any other person(s). Failure to return the laptop and peripherals for annual repair and maintenance will result in a certified letter sent to the parent or adult student\* indicating items not returned. The parent or adult student\* will have five (5) days to return the items or pay replacement costs, or this failure to comply may be referred to local law enforcement. The parent or adult student\* can be charged with theft. Pond Creek-Hunter Schools reserves the right at any time to require the return of the laptop. Students may be subject to loss of privileges, disciplinary action and/or legal action in the event of damage to or loss of the laptop or violation of Board policies and guidelines as outlined in this Laptop Handbook.

**Modification to Program** Pond Creek-Hunter Schools reserves the right to revoke or modify this 1:1 Laptop Handbook, and/or its policies and procedures at any time.

\*Students who are 18 years or older or who are legally deemed emancipated minors are considered adult students. All legal, ethical, and financial obligations are the responsibility of an adult student.

**District Liability** Pond Creek-Hunter Schools assumes no liability for any material accessed on the laptop.

## ***B. Parent Agreement***

(A signed copy of this form must be turned in to the High School Office.) We are excited to be able to provide your student with a laptop computer while he or she is enrolled at PC-H. ***These laptops are to be used by the student for learning purposes only and are the property of Pond Creek-Hunter Schools.*** Please note the following conditions of the program:

Parents or students will file a police report in case of theft, vandalism, and other acts that occur away from the school campus. If a laptop is lost or stolen due to proven negligence as determined by state insurance officials, parents may be responsible for full replacement costs (approximately \$1000.) Laptops that are not returned when a student leaves, transfers, or withdraws from school will be considered stolen. The procedures outlined in the PC-H Parent/Student Laptop Handbook will be followed and theft charges will be filed.

Please read the PC-H Parent/Student 1:1 Laptop Handbook carefully with your child. Be sure that both you and he/she understand the guidelines for this program. Failure to comply with all guidelines, terms and expectations in the PC-H Parent/Student 1:1 Laptop Handbook, the Responsible Use of Technology and Internet Safety Agreement, and PC-H Board policies and procedures may subject you to financial responsibility for costs, fees, fines and other monetary consequences.

Yes, I have received a copy of the **PC-H Parent/Student 1:1 Laptop Handbook** and understand the conditions of the program. I have also received and read the **Pond Creek-Hunter Schools Responsible Use of Technology and Internet Safety**.

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Student

\_\_\_\_\_  
Grade

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date

-----  
**For office use only**

Driver's License number or approved form of ID \_\_\_\_\_

Signature of school designee \_\_\_\_\_

Date \_\_\_\_\_

### ***C. Student Agreement***

**(A signed copy of this form must be turned in to the High School Office.)**

- 1) I understand the laptop is property of Pond Creek-Hunter Schools and is assigned to me.
- 2) I will use the laptop appropriately for school purposes.
- 3) I will care for the laptop assigned to me and not leave it unsupervised or in unsecured locations.
- 4) I will not loan the laptop to another individual.
- 5) I will charge the laptop battery before each school day.
- 6) I will not use the laptop near food or drinks.
- 7) I will not disassemble any part of the laptop or attempt any repairs.
- 8) I will carry the laptop in the carrying case provided by the school.
- 9) I will not place stickers, drawings, markers, etc. on the laptop. I will not deface the serial number sticker on the laptop.
- 10) I understand that the laptop and its contents may be inspected at any time because it is school property.
- 11) I agree to return the laptop, carrying case, power cord, charger, charger cable, network cable and any other accessories assigned to me when requested in good working condition.
- 12) I will follow the policies, procedures, and guidelines outlined in the PC-H Parent/Student 1:1 Laptop Handbook and the Responsible Use of Technology and Internet Safety Agreement at all times.

Student Name (Please Print): \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent Name (Please Print): \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**D. POND CREEK-HUNTER SCHOOLS STUDENT RESPONSIBLE  
USE OF TECHNOLOGY AND INTERNET SAFETY AGREEMENT** (in  
accordance with Children's Internet Protection Act [CIPA])

**PURPOSE:** Pond Creek-Hunter Schools provides all students on campus access to the Internet, network resources, email accounts and/or laptop computers at designated grade levels, as a means to promote achievement and provide diverse opportunities during the educational experience. This agreement provides guidelines and information about the limitations that the school imposes on use of these resources. *Pond Creek-Hunter Board of Education Policy ("Acceptable Use of Technology and Internet Safety") requires that "the parent and student must sign a consent form acknowledging that the student user is responsible for appropriate use of the Internet and consenting to the school system monitoring the student's e-mail communication and use of the Internet." Signing this Responsible Use Agreement signifies compliance with Board Policy, required for the use of any school computer, including laptop computers, as well as agreement with the higher standards in this document.* Additional rules may be added as necessary and will become a part of this agreement.

**TERMS OF THE RESPONSIBLE USE OF TECHNOLOGY AND INTERNET SAFETY  
AGREEMENT**

Specifically, the student:

- Will adhere to these guidelines each time the PC-H equipment or online resources are used at home and school.
- Will make available for inspection by an administrator or teacher upon request any messages or files stored or information accessed, downloaded, or transferred using district-owned technology.
- Will use appropriate language in all communications avoiding profanity, obscenity and offensive or inflammatory speech. Cyber Bullying such as personal attacks and/or threats on/against anyone made while using district-owned technology to access the Internet or local school networks are to be reported to responsible school personnel. Rules of netiquette should be followed conducting oneself in a responsible, ethical and polite manner.
- Will follow copyright laws and should only download/import music or other files to a district-owned technology that he/she is authorized or legally permitted to reproduce, or for which he/she has the copyright.
- Will never reveal identifying information, files or communications to others through email or posts to the Internet.
- Will use only school-assigned email for academic purposes and understand that this email is not private.
- Will participate in social networking activities only as assigned and supervised by a teacher; will avoid posting personal information online; will understand that postings are permanent; will exercise mature conduct at all times while online.
- Will not attempt access to networks and other technologies beyond the point of authorized access. This includes attempts to use another person's account and/or password.
- Will not share passwords or attempt to discover passwords. Sharing a password could make you liable if problems arise with its use and subject you to disciplinary action.
- Will not download and/or install any programs, files, or games from the Internet or other sources onto any district-owned technology. This includes the intentional introduction of computer viruses and other malicious software.

- Will not tamper with computer hardware or software, unauthorized entry into computers, and vandalism or destruction of the computer or computer files. Damage to computers may result in felony criminal charges.
- Will not attempt to override, bypass or otherwise change the Internet filtering software or other network configurations.
- Will use technology for school-related purposes only during the instructional day while refraining from use related to commercial, political or other private purposes.
- Will not make use of materials or attempt to locate materials that are unacceptable in a school setting. This includes, but is not limited to pornographic, obscene, graphically violent, or vulgar images, sounds, music, language, video or other materials. The criteria for acceptability is demonstrated in the types of material made available to students by administrators, teachers, and the school media center. Specifically, all district-owned technologies should be free at all times of any pornographic, obscene, graphically violent, or vulgar images, sounds, music, language, video or other materials (files). Students shall inform staff in the event of inadvertent access of inappropriate material.
- Will not connect any personal technologies such as laptops and workstations, wireless access points and routers, printers, etc. to district-owned and maintained local, wide or metro area network. Connection of personal devices such as iPods, smart phones, PDAs and printers is not supported by PC-H technical staff. Home Internet use and cost is the responsibility of the student both in cost and configuration. Dial-up is not an option as recent laptop configurations do not include modems.
- Will keep district laptops secure and damage free. Each laptop that is issued to be used off campus comes with a protective bag/case. If a laptop is issued to an individual student, use of provided laptop bags is required at all times. Follow the guidelines in the *PC-H Parent/Student 1:1 Handbook*.
- Will back up data and other important files regularly. PC-H will at times perform maintenance on the laptops. All files not backed up to server storage space or other storage media will be deleted during these processes. Students are encouraged to back up all personal files on their own storage media as needed.

By signing this I agree to abide by the conditions listed above and assume responsibility for the care and proper use of PC-H technology, including personally backing up personal data. PC-H is not responsible for any loss resulting from delays, non-deliveries, missed deliveries, lost data, or service interruptions caused by user errors, omissions or reasons beyond the district's control. Information obtained via the Internet and other sources using PC-H technologies is not guaranteed as to its accuracy or quality. I understand that should I fail to honor all the terms of this agreement, future Internet and other electronic media accessibility may be denied. Furthermore, I may be subject to disciplinary action outlined in the **PC-H Student Handbook** and, if applicable, my laptop computer may be recalled. By signing below, I give permission for the school to allow my son or daughter to have access to the Internet under the conditions set forth above. PC-H takes all reasonable precautions to ensure online safety including Internet content filtering and promotes proper use of our network resources. I understand that no Internet filter can block all inappropriate content. Under such circumstances, I understand that Pond Creek-Hunter Schools cannot be held responsible for inappropriate content accessed or initiated by students using our network. I accept responsibility for my child's actions if he or she does not abide by this **Responsible Use Agreement**. Furthermore, I accept responsibility for guiding my child's Internet use, district email use off campus and for setting and conveying standards for my child to follow when exploring information and media.

As the parent/guardian, my signature indicates I have read and understand this Responsible Use of Technology Agreement, and give my permission for my child to have access to the described electronic resources.

Parent/Guardian (please print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

As the student, my signature indicates I have read or had explained to me and understand this Responsible Use of Technology Agreement, and accept responsibility for abiding by the terms and conditions outlined and using these resources for educational purposes. ***I understand that this agreement applies to the use of any school equipment used both on and off campus.***

Student (please print): \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ***E. Fair Use Guidelines***

### ***Copyright and General Guidelines of Fair Use***

- “Fair Use” means students may use portions of lawfully acquired copyrighted works in their academic multimedia projects, with proper credit and citations. They may retain them in personal portfolios as examples of their academic work.
- Students and teachers must include on the opening screen of their programs and on any printed materials that their presentations have been prepared under fair use exemption of the U.S. Copyright Law and are restricted from further use.
- Fair use ends when the multimedia creator loses control of his product's use, such as when it is accessed by others over the Internet.
- Educators or students need not write for permission if their presentations fall within the specific multimedia fair use guidelines; however, "educators and students are advised to note that if there is a possibility that their own educational multimedia projects incorporating copyrighted works under fair use could later result in broader dissemination, whether or not as commercial product, it is strongly recommended that they take steps to obtain permission during the development process for all copyrighted portions rather than waiting until after completion of the project.

#### **Text – you may use**

- Up to 10% of a copyrighted work or 1000 words, whichever is less
- Poems
  - Entire poem if less than 250 words
  - 250 words or less if longer poem
  - No more than 5 poems (or excerpts) of different poets, from an anthology
  - Only 3 poems (or excerpts) per poet

#### **Motion Media – you may use**

- Up to 10% of a copyrighted work or 3 minutes, whichever is less
- Clip cannot be altered in any way
- A photograph or illustration may be used in its entirety
- No more than 5 images of an artist's or photographer's work
- When using a collection, no more than 10% or no more than 15 images, whichever is less

#### **Music – you may use**

- Up to 10% of a copyrighted musical composition, but no more than 30 seconds
- Up to 10% of a body of sound recording, but no more than 30 seconds
- Any alterations cannot change the basic melody or the fundamental character of the work

#### **Internet – you may use**

- Internet resources often combine both copyrighted and public domain sites; therefore, care should be used in downloading any sites for use in multimedia presentations



- Until further clarification, educators and students are advised to write for permission to use Internet resources and to be mindful of the copyright ramifications of including embedded additional links to that particular site

#### **Numerical Data Sets – you may use**

- Up to 10% or 2500 fields or cell entries, whichever is less, from a copyrighted database or data table
- A field entry is defined as a specific item of information (*e.g.* name, Social Security number) in a record of a database file
- A cell entry is defined as the intersection where a row and a column meet on a spreadsheet

#### **Copying and Distribution Limitations**

- Do not post multimedia projects claiming fair use exemption on an unsecured web site
- No more than 2 copies of the original production may be made
- Only 1 copy may be placed on reserve for others to use for instructional purposes
- An additional copy may be made for preservation purposes, but may be used or copied only to replace a use copy that has been lost, damaged, or stolen
- If more than one person has created the multimedia presentation, each principal creator may retain only one copy

#### **Alteration Limitations**

- Multimedia selections falling within the above guidelines may be altered to illustrate a specific technique or to support a specific instructional objective
- Notation of the alteration should be documented within the presentation itself

#### **Multimedia Presentations Citations**

- Educators and students must credit sources, giving full bibliographic information when available
- Educators and students must display the copyright notice and copyright ownership information if this is shown in the original source

## ***F. Local Internet Access:***

Students with no Internet access at home may use the free wireless networks found in a variety of locations in the area. A list of locations offering free Wi-Fi for high school students is available below:

### **Pond Creek**

- Pond Creek-Hunter Schools
  - Main Campus Parking Areas
  - Vo Ag Building
  - Weight Room
  - Football Field

### **Hunter**

- Future Hotspot planned at Community Center or Fire Department or other location




### **Enid**

- City of Enid
- Enid Public Library
- Starbucks
- Hastings

\*Students may also have the capability of using their smart phone as a hotspot. However, data charges do apply. Please check your data plan with your cellular carrier before using this method. Pond Creek-Hunter Schools cannot be held responsible for data charges that students may incur.

### ***G. PC-H Online Resources and Subscription Databases***

PC-H subscribes to a number of high quality online resources that provide excellent research and reference materials, multimedia collections, streaming video, and standard aligned lessons and interactivities

Website or database	Description	Username and Password
 <p><b>PC-H Online Learning</b></p> <p><a href="http://pondcreek-hunter.k12.ok.us/moodle/">http://pondcreek-hunter.k12.ok.us/moodle/</a></p>	<p>Moodle is a “course management system.” Log on with your username and password to find your teachers’ classes, resources, assignments, discussion forums and more.</p>	<p>Each student has a unique username and password.</p>
 <p><b>Study Island</b></p> <p><a href="http://www.studyisland.com/">http://www.studyisland.com/</a></p>	<p><u>Study Island, an Edmentum product, helps students in kindergarten through 12th grade master state-specific, grade-level academic standards in a fun and engaging manner.</u></p>	<p><u>Each student has a unique username and password.</u></p>
 <p><a href="http://turnitin.com/">http://turnitin.com/</a></p>	<p><u>Turnitin is the global leader in evaluating and improving student learning. The company’s cloud-based service for originality checking, online grading and peer review saves instructors time and provides rich feedback to students.</u></p>	<p><u>Each student has a unique username and password.</u></p>

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\*Other online learning resources are available and may vary by grade level or teacher.



### **RELATIONSHIPS WITH OTHER ENTITIES**

**Law Enforcement Agencies and Department of Human Services:** District shall cooperate with law enforcement agencies in the investigation of criminal activities and with the Department of Human Services (“DHS”) in the investigation of incidents involving students. District shall allow law enforcement agencies or DHS to question students while in the custody of District upon notification to the Superintendent or other administrative officer. Questioning shall be conducted in private. The Superintendent or other administrative officer may determine if a District representative should be present during the questioning. If the representative of the law enforcement agency or DHS requests that a District representative not be present, the Superintendent or administrative officer shall document such request and permit the questioning of the student without the presence of a District representative. If a District representative is present during questioning, District representative shall prepare and maintain a record of the questioning which includes the date, time, place, persons present, and summary of discussion.

**Business Organizations:** District encourages cooperative efforts with local business and industry to provide programs, materials, and personnel which serve to enhance District curriculum.

**News Media:** District encourages positive relations with the press and other media. District may provide news releases or other communications in order to inform the public regarding events within District and other matters. All communications with the news media for the purpose of arranging news coverage, providing official statements from District, or responding to requests from the news media shall be directed to the Superintendent or the Superintendent’s designee.

**Other School Districts:** District may participate with and cooperate with other school districts regarding research, the exchange of information and data, the coordination of curriculum, and the coordination of school calendars and activities.

**Civic Organizations:** District may purchase memberships in Chambers of Commerce in order to promote District and to obtain information that may be used to provide education and training programs to the communities served by the Chambers of Commerce. The Superintendent may assign employees to attend meetings of the Chambers of Commerce. District encourages employees to be members of and to participate in other civic organizations but shall not pay any membership dues unless such is provided for in the employee’s contract or as requested by the Board.

### **DISTRIBUTION OF MATERIALS**

**General:** Subject to the approval of the Superintendent, District may allow the distribution of literature or the posting of notices in buildings which relate to school activities, which are informational materials, or which relate to employment opportunities, community events, or cultural activities. District hereby creates a limited open forum in which private persons or entities may utilize District facilities for the distribution of written materials according to the procedures and criteria set forth below. However, except as otherwise provided for community-based youth-related activities described below, no materials shall be distributed in District's elementary schools. The provisions of this policy do not apply to the distribution of official school publications, such as yearbooks or student newspapers. This policy shall apply to the distribution of non-school publications and materials by students.

**Materials Not Allowed To Be Distributed:** District shall not allow the distribution of materials which:

1. depict tobacco products, alcohol products (including beer), drugs, or drug-related paraphernalia or products;
2. depict sex or sexual activity, or which are lewd, indecent, vulgar, obscene, or pornographic as defined by prevailing community standards related to minors;
3. attack ethnic, religious, or racial groups (i.e., "hate" material);
4. promote hostility, disorder, or violence;
5. promote, endorse, or oppose any political candidate, beliefs, party, or issues except as may be allowed by law to provide informational material concerning school bond elections and millage elections;
6. violate any applicable copyright laws;
7. invade the privacy of others;
8. promote illegal activities for minors;
9. are defamatory, libelous, misleading, or false;
10. are not age-appropriate; or
11. promote discrimination on the basis of race, color, national origin, handicap, disability, age, or gender.

**Distribution Procedure:** All materials sought to be distributed to students, other than materials regarding community-based youth-related activities, shall be submitted to the Superintendent and shall indicate at which school the material is sought to be distributed. Material which is acceptable for distribution shall be distributed on a table to be set up in a hallway or other common area of the specified school site. The person or entity distributing the material shall be responsible for delivering the material to be distributed, for placing it on the table, and for removing any remaining material at the request of District. Persons who deliver and/or place the material for distribution shall not communicate with any person while on school property for the purpose of soliciting, encouraging, or pressuring such person to take such materials and shall refrain from commenting about or discussing with students the material being distributed. Teachers, principals, or other school employees or agents shall neither be involved in the distribution of material nor communicate with any person on school property for the purpose of soliciting, encouraging, or pressuring any person to take such materials. District shall not make any announcements or provide any publicity as to the distribution.

**Violation of Policy:** Any person who violates the provisions of this policy may be prohibited from further distribution, and District may prohibit the distribution of materials sought to be distributed by any person who violates this provision.

**Youth-Related Activities:** Those persons or entities which provide community-based youth-related activities, including but not limited to, Boy Scouts, Girl Scouts, Camp Fire, 4-H, Little League, and YMCA/YWCA, shall be allowed to distribute materials to students in the schools of District at any time determined appropriate by the principal of each school. Material to be distributed by community-based youth-related activities shall be reviewed by the Superintendent to determine that it regards a community-based youth-related activity and is appropriate for the age group to which it will be distributed.

**Disclaimer Sign Required:** Any material distribution point shall contain a statement which provides as follows:

These materials are neither sponsored by nor endorsed by the District, the Board of Education, its agents, or its employees. The views and the information contained in the materials do not reflect the approval or disapproval of the Board or the District and its administration.

**Donation of Educational Materials:** This policy shall not apply to library and educational materials which are offered for donation and accepted by District's administration for instructional use.

**RECORD RETENTION AND  
ARCHIVAL OF ELECTRONIC MAIL TRANSMISSIONS**

The clerk of the Board will supervise the management of all records kept by District. The clerk, under the supervision of the Superintendent, is hereby designated the custodian of all records, documents, writings, letters, memoranda, or other written, typed, copied, or developed materials possessed, assembled, or maintained by District.

The clerk of the Board, under the supervision of the Superintendent, shall receive all subpoenas or all non-routine requests for records in District.

**Record Retention:** The provisions of the Oklahoma Records Management Act do not directly apply to political subdivisions, such as District. However, political subdivisions are required by law to promote the principles of efficient records management for local records, including following the program established for state records as far as is practical. The following recommendations for record retention are primarily based upon the Oklahoma Records Management Act, United States Department of Labor Regulations, Equal Employment Opportunity Commission Regulations, and other state and federal regulations.

<u><b>Record</b></u>	<u><b>Retain</b></u>
Accident/Incident Reports <ul style="list-style-type: none"><li>Non-employee accident/incident</li><li>Employee accident/incident</li></ul>	2 years after accident/incident 5 years after accident/incident
Administrative Records	2 years
Agendas and Minutes <ul style="list-style-type: none"><li>Audio recording of meetings</li></ul>	Permanent Only until minutes are approved by Board of Education
Benefits information <ul style="list-style-type: none"><li>Informational materials about employee benefits</li></ul>	3 years after superceded
Bidding Materials <ul style="list-style-type: none"><li>Requests for Bids/Proposals</li><li>Bid Documents, including specifications and bids</li><li>Committee Reports or Recommendations</li></ul>	5 years after completion of project
Calendars/Appointment books	2 years



<b>Contracts</b> <ul style="list-style-type: none"> <li>All District contracts for goods or services, excludes personnel contracts</li> </ul>	5 years after date of conclusion or termination of contract
<b>Collective Bargaining Agreements</b>	Permanent
<b>Correspondence</b> <ul style="list-style-type: none"> <li>General correspondence- paper</li> <li>General correspondence- e-mail</li> <li>Duplicate correspondence, drafts, or other non-records</li> </ul>	3 years 5 years Only as long as needed, (ensure office of record retains)
<b>Court Orders</b> <ul style="list-style-type: none"> <li>Issued by judges requiring certain actions by taken by District</li> </ul>	2 years after exhaustion of all legal remedies
<b>Employee Assistance Program Documents</b> <ul style="list-style-type: none"> <li>Information about District's employee assistance program, including handouts and brochures</li> </ul>	3 years after superceded
<b>E-Rate</b> <ul style="list-style-type: none"> <li>technology plans, receipt and delivery records, pre-bidding, bidding, contract documents, application process, invoice documents, and all other such documents</li> </ul>	5 years after last date of service
<b>Federal Funding and Grants</b> <ul style="list-style-type: none"> <li>Records needed to support information provided on an application for federal funding (such as Impact Aid) or private grant</li> </ul>	3 years after fiscal year in which final payment received
<b>Financial Records</b> <ul style="list-style-type: none"> <li>All claims, warrants, contracts, purchase orders, invoices and other records</li> <li>Documents relating to school activity funds</li> <li>Records of bank activity</li> <li>Records relating to audits</li> </ul>	5 years
<b>Fleet Management</b> <ul style="list-style-type: none"> <li>Maintenance Record</li> </ul>	Until vehicle is sold or disposed of
<b>Grievances and Complaints</b> <ul style="list-style-type: none"> <li>Records relating to employee grievances or complaints</li> </ul>	2 years after resolution or conclusion of grievance proceedings
<b>Job Descriptions</b>	3 years after superceded

Litigation Materials <ul style="list-style-type: none"> <li>• Includes case file documents and all other records related to the subject of litigation</li> <li>• Includes Equal Employment Opportunity Commission inquiries and related records</li> </ul>	2 years after litigation has concluded or threat of litigation has passed
Maps of Real Property or District Boundaries	Permanent
Organizational Chart	Until superseded
Payroll records	5 years
Personnel Files <ul style="list-style-type: none"> <li>• Includes applications for employment, regardless of whether the applicant was employed</li> <li>• Includes calculations of accrued but unused sick leave or vacation time</li> </ul>	5 years after termination, resignation, or application; or 2 years after the conclusion of litigation, whichever is later
Policies and Handbooks	Permanent; archive out of date material
Press Releases	3 years
Real Property Records	5 years after the disposition of the property
Safety Records <ul style="list-style-type: none"> <li>• Records maintained pursuant to the Occupational Safety and Health Administration (“OSHA”) or Oklahoma Department of Labor Safety Division</li> </ul>	5 years after the conclusion of the year to which the records relate
Student Records: <ul style="list-style-type: none"> <li>• Transcripts and Scholastic Records<sup>1</sup></li> <li>• Special Education Records Related to Medicaid</li> <li>• Discipline Records</li> <li>• Other Records</li> </ul>	Permanent 6 years As needed 5 years
Tax documents <ul style="list-style-type: none"> <li>• Forms W-2, W-3, W-4, W-5, W-9</li> <li>• Forms 1099</li> <li>• Forms 941, 944, 945</li> <li>• Quarterly FICA statements</li> <li>• Filed Returns</li> <li>• Reports</li> </ul>	5 years

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<sup>1</sup>Schools must prepare duplicate copies of these records, which must be filed in a separate building from the original, or in a fireproof vault.

Telephone Logs or Message Slips	Only as long as they are needed
Time Sheets/ Time Cards • Includes documents maintained pursuant to Fair Labor Standards Act requirements	3 years after reports accepted or audit
Unemployment Claims • Records relating to unemployment claims	5 years after conclusion
Vacancy Announcements	3 years
Worker's Compensation • Includes summary of work-related injuries and records relating to individuals	5 years

**E-mail Archival And Retrieval:** District will automatically archive all electronic mail transmissions sent or received from District e-mail addresses. The automatic archival of these e-mail transmissions is intended to assist the District in conducting its official business, investigations, and meeting its legal obligations under state and federal law.

**Access To E-mail Transmissions:** Access to archived e-mail communications shall be limited to authorized District personnel and limited in scope to that which is necessary to aid District in its investigation or other school business. **Employees must be aware that there is no reasonable expectation of privacy to the contents of any e-mail transmissions sent or received from District e-mail addresses,** and that the contents of all such transmissions may be subject to disclosure pursuant to the Oklahoma Open Records Act, District policy on records retention, and state and federal law.

**Litigation Hold:** If District becomes aware that litigation is pending or threatened, or if an investigation is being conducted into any student or personnel matter, all records relating to the subject of the litigation or investigation, including e-mails, must be maintained until the Superintendent or the Board of Education has deemed that the litigation or investigation has been resolved and the records are no longer necessary nor reasonably likely to become necessary.

**Open Records:** Materials to which to public has the right of access may be reproduced and provided to any citizen requesting such material in accordance with District Policy BA - Open Records.

### **HEALTH AND WELLNESS POLICY**

**Healthy and Fit School Advisory Committee:** In accordance with the Healthy and Fit Kids Act of 2004, District hereby establishes a Healthy and Fit School Advisory Committee composed of at least six (6) members. The Healthy and Fit School Advisory Committee shall be composed of teachers, administrators, parents of students, health care professionals, and business community representatives. The Safe School Committee and the Healthy and Fit School Advisory Committee may be combined. The Committee shall study and make recommendations to the school principal regarding 1) health education, 2) physical education and physical activity, and 3) nutrition and health services.

**Wellness Policy:** District is committed to the philosophy that healthy students perform better in school and are therefore more likely to successfully complete their education. Additionally, healthy students effectively perform their assigned duties and serve as role models of appropriate wellness behaviors for the students in District.

The link between nutrition, physical activity, and learning is well-documented. Healthy eating and activity patterns are essential for students to achieve their full academic potential, full physical and mental growth, and life long health and well-being. Healthy eating and physical activity, essential for a healthy weight, are also linked to reduced risk for many chronic diseases. Schools have a responsibility to help students learn, establish, and maintain lifelong healthy eating and activity patterns. Well-planned and effectively implemented school nutrition and fitness programs have been shown to enhance students' overall health, as well as their behavior and academic achievement in school. Staff wellness also is an integral part of a healthy school environment since school staff can be daily role models for healthy behaviors.

**Goal:** All students in District shall possess the knowledge and skills necessary to make nutritious food choices and enjoyable physical activity choices for a lifetime. All District staff are encouraged to model healthful eating and physical activity as a valuable part of daily life.

To meet this goal, District adopts this wellness policy with the following commitments to nutrition, nutrition education, physical activity, and other school-based activities that support student and staff wellness. Reflecting this philosophy, the following Wellness Policy shall serve as a framework for the students, staff, and patrons of District illustrative of a sound commitment to local health and fitness:

1. It is the goal of District to provide nutrition education, physical activity, and other school-based activities designed to promote student wellness. Such activities shall be undertaken in a manner that the Administration determines is most appropriate for the students of District.

2. Guidelines selected by District for all foods available on campus during the school day shall have the objective of promoting student health and reducing childhood obesity.
3. Guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture as those regulations and guidance apply to schools.
4. District shall measure implementation of the Wellness Policy. At least one person within District shall be responsible for such measurement, ensuring that District meets the guidelines and objectives of the Wellness Policy.
5. Wellness is an ongoing and dynamic process. As the Wellness Policy is developed and implemented, District will involve parents, students, representatives of the school food authority, the school board, school administrators and the public in this process.

**Nutrition Guidelines/ Standards:**

**A. School Meals:** Per United States Department of Agriculture (USDA) Regulations, (7 C.F.R. §210.10 and §220.8), the following requirements apply:

- School lunches and breakfasts will meet menu-planning system guidelines;
- School lunches will provide 1/3 of the recommended dietary allowances (RDA) for calories, protein, calcium, iron, vitamin A, and vitamin C;
- School breakfasts will provide 1/4 of the RDA for calories, protein, calcium, iron, vitamin A, and vitamin C;
- The total calories from fat in school meals will be limited to 30 percent when averaged over one week;
- The total calories from saturated fat in school meals will be less than 10 percent when averaged over one week; and
- School meals will meet the Dietary Guidelines for Americans;

**B. Other Food Items Sold on School Campus:** In accordance with USDA Regulations (7 C.F.R. §210, Appendix B) and state law (70 O.S. §5-147; 70 O.S. §24-100a), the following requirements apply:

- Foods of minimal nutritional value (FMNV) are prohibited from being sold or served during student meal services in the food service area where USDA reimbursable meals are served or eaten;
- Beverage contracts will not restrict the sale of fluid milk products at any time during the school day or at any place on the school premises;
- Students in elementary schools will not have access to FMNV except on special occasions;
- Students in middle schools will not have access to FMNV except after

- school, at events which take place in the evening, and on special occasions;
- Diet soda, which is a FMNV, will be available for sale at the middle schools only in vending areas outside of the cafeteria; and
- Healthy food options will be provided at the high school and priced lower than FMNV in order to encourage students and staff to make healthier food choices.

**C. Outside Food Services:** Only a parent or a guardian of a child will be allowed to bring food to their child during school hours. The only exception to this will be approved class parties and/or prior approval of building principal.

**Nutrition Education:** Students will be offered nutrition education in the school cafeteria as well as the classroom.

**Physical Activity:** Students in Grades K through 5 will participate in 60 minutes of physical activity each week. 70 O.S. §11-103.9

**School Based Activities:** Per the District's Child Nutrition Programs Agreement, school meals may not be used as a reward or punishment. Students and parents will be involved in the National School Lunch Program (NSLP). Parent and student involvement will include menu-planning suggestions, cafeteria enhancement, program promotion, and other related student-community support activities. (7 C.F.R. §210.10 and §227).

**MANAGEMENT AND ACCOUNTING OF FUNDS**

**General:** The Board and the employees of District are charged with a public trust to receive, expend, and account for the monies and property of District. These resources are to be managed in an efficient and lawful manner, with the objective of maximizing their availability for and contribution to District's educational programs. Because of resource limitations, there is sometimes a temptation to operate so that fiscal concerns overshadow the educational program. Recognizing this, it is essential that the district take specific action to make sure education remains central and that fiscal matters are ancillary and contribute to the educational program. This concept shall be incorporated into the Board's operations and into all aspects of district management and operation. No indebtedness shall be created in excess of the funds on hand available for payment of such indebtedness, except as provided by law. No District funds shall be used to pay for any indebtedness created in excess of the total adopted budget for expenditures for such funds, except as provided by law. The Superintendent shall be responsible for receiving and properly accounting for all funds of District, pursuant to District policy and applicable law.

**Accounting System:** District shall utilize an accounting system which conforms to the requirements of the State Department of Education and to good accounting practices and procedures.

**Audits:** An audit of the financial records of District shall be prepared as required by law and shall be presented to the Board for examination. The Superintendent shall be responsible for filing copies of the audit as required by law. In addition to the annual audit, District may contract for other audits as it deems necessary.

**Deposits:** As required by law, the Treasurer shall be responsible for the deposit of all revenues received by District in District's depository bank. The Treasurer shall maintain a record of all revenues and deposits and shall provide periodic reports to the Board. Subject to applicable state law, the Board shall select a depository bank for depository bank services.

**Investments:** The Treasurer shall invest District funds, including general funds, building funds, bond funds, activity funds, and sinking funds, which are not required for immediate expenditure, in those instruments, obligations, and investments authorized by law. Interest earned from an investment shall be deposited to the credit of the fund from which the investment was made. The Treasurer shall maintain appropriate records of all investments made and interest received and shall provide periodic reports to the Board regarding District's investments.

Investments shall be made with the judgment and care which persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, considering the safety of their capital as well as anticipated income, diversification, yield, and maturity. Investments shall be made in a way so as to reasonably maximize the return on the investment, taking into consideration capability of investment management. District may require the Treasurer to complete an investment education program to educate the Treasurer regarding the safety, return, liquidity, costs, and benefits of the various investment options allowed by law.

The Treasurer shall place primary emphasis on safety and liquidity in the investment of funds. Taking into account the need to use sound investment judgment, prior to purchasing direct obligations of the United States Government or other obligations of the United States Government, its agencies or instrumentalities, District shall utilize competitive bids, to the extent practicable. All investments shall be designed to maximize yield within the class of investment instrument, consistent with the safety of the funds invested. To determine that school funds are properly secured, the Treasurer shall obtain from each bank where funds are deposited a listing of collateral pledged, setting forth the par value and market value of such collateral. The Board shall utilize said documents in reviewing the investment performance of the Treasurer.

The Board shall review the investment performance of the Treasurer each month at its regularly scheduled board meeting. Such review shall include, but is not limited to, a determination of whether the Treasurer is making informed investment decisions regarding the safety, return, liquidity, costs, and benefits of various investment options in selecting investments for District.

**Warrants:** Warrants and/or checks for the payment of District funds shall be issued according to law. The Treasurer shall maintain a register of warrants. All warrants shall be signed by the President, the Clerk of the Board, and the Treasurer. The signatures of these persons may be facsimile signatures as authorized by law. No blank warrants shall be signed. Any void warrant shall be so marked and shall have the signature section removed and destroyed. The Treasurer shall retain void warrants.

**Reports:** The Administration shall prepare and present to the Board periodic financial reports which show the financial condition of the District.

**Receipts:** A receipt shall be issued by the person receiving any funds and a copy shall be provided to the Treasurer.

**Checks:** Checks tendered to District shall have the person's name, address, phone number, and driver's license number. Returned checks may be assessed a service charge equal to the amount charged by District's bank plus \$25.00. District may turn over returned checks to law enforcement officials for collection.

**Credit Cards:** District may obtain a credit card or cards to be utilized by designated District employees. Annually, the Board shall approve a blanket purchase order which shall set forth the allowed uses of District credit card and estimated amounts to be charged during the fiscal year. The Superintendent is authorized to utilize a District credit card for travel and meal expenses for District employees and Board members and for purchasing items required for school purposes. When purchases are related to travel expenses, the employee shall comply with all requirements of District's Travel and Expense Reimbursement Policy.

When utilizing a District credit card, the employee must submit original itemized receipts of purchases. The credit card statement shall not be sufficient documentation. If a receipt or other evidence of payment is lost or impossible to furnish, the employee shall provide a full written explanation for the lack of a receipt and shall provide a detailed, itemized statement of the items services purchased with District's credit card.



### **BUDGET PROCESS**

District's budget describes the funding of District's programs to be conducted during the fiscal year from July 1 to June 30 and is the operational plan, stated in financial terms, for the conduct of District's programs. A budget is required for every fund that District has, including, but not limited to, general funds, building funds, bond funds, sinking funds, and such other specific funds as may be maintained. No District funds shall be used to pay for any indebtedness in excess of the total adopted budget for expenditures for such funds except as provided by law.

The Superintendent or the Superintendent's designee shall be responsible for preparing, presenting, and administering District's budget. The budget shall be prepared, presented, and adopted according to applicable laws and regulations.

Once adopted, the Superintendent or the Superintendent's designee shall be responsible for administering District's budget and for ensuring that the expenditures of funds do not exceed the amounts allocated for expenditures. In administering the operating budget of District, the Superintendent or the Superintendent's designee shall comply with all legal requirements of the State of Oklahoma and with the rules and regulations of the State Department of Education. The Superintendent or the Superintendent's designee shall prepare any financial reports required by the Board or the State Department of Education.

### **PURCHASING**

**General:** The purchasing, receiving, storing, and distribution of necessary supplies, equipment, and services for use in the District's programs and services represent a significant expenditure of District funds. Therefore, purchases shall, when practicable, be made competitively and without prejudice in order to obtain the maximum educational value for every dollar expended.

Purchasing shall be made with consideration given to the following criteria:

1. best possible quality;
2. lowest possible cost which meets the specifications required;
3. availability of goods or services;
4. least possible expenditure of time for person requesting; and
5. suppliers' and vendors' compliance with Board policies and past performance.

**Purchasing Authority:** The Board authorizes the Superintendent to approve expenditures for the purchase of supplies, equipment, and services from District funds according to District's approved budget. If an expense of \$30,000 or more has not been encumbered, the expense must be approved by the Board before payment is made. The Superintendent is further authorized to delegate purchasing authority to those persons designated in Administrative Regulation specifying the purchasing authority of each such person to whom the authority is delegated. Employees who make purchases without appropriate authority or proper paperwork may be held personally liable for such purchases and may be subject to disciplinary action.

All expenditures for purchases approved by the Superintendent or persons designated by the Superintendent must be within unencumbered balances of budgeted appropriations. When a purchase has been approved by the Superintendent, the price may be adjusted by up to ten percent (10%) to accommodate slight increases in price or other adjustments. The Board's approval of a construction project, after meeting all applicable requirements, shall be construed to include approval of all purchases and expenditures necessary to complete the project assuming sufficient funds have been encumbered for such purchases and expenditures. No member or officer of District's Board of Education shall receive financial benefits from the purchase of goods or services for District.

**Purchasing Procedures:** The Administration shall develop, maintain, and implement purchasing regulations and procedures consistent with this policy. Such regulations and procedures shall specify when solicitations, bids, and quotations are required to be utilized and may require the supplier to provide those affidavits required by law. District shall have the right to refuse any and all bids or quotations even though the bid or quotation may be the lowest.

Bids or quotations shall not be required for purchases of :

1. insurance,
2. bonds,
3. sureties,
4. professional services,
5. consulting services,
6. services of independent contractors,
7. testing and evaluation services,
8. used vehicles, equipment, and fuel for transportation,
9. services, supplies, and equipment from vendors holding state-wide contracts issued by the Oklahoma Department of Central Services, and
10. items provided only by a single vendor.

Any regulations and procedures developed and implemented by the Administration may provide for the purchase and the storage of items in bulk when such purchases will result in the efficient and economical procurement of such items and may provide for the establishment and publication of a list of low-bid items and vendors for commonly used items of small unit value.

**Public Competitive Bidding Act:** All purchases subject to the Public Competitive Bidding Act of 1974 (61 O.S. § 101 et seq.) shall be made in accordance with and compliance with the provisions of the Act.

**Receipt of Items Purchased and Payments:** The Administration shall develop, implement, and maintain procedures and any necessary forms for the verification of delivery where applicable and the payment of vendors, contractors, and providers.

**Official Purchasing Document Policy:** The pre-approval expenditure/purchase request form will stand as the official purchasing document. The official Purchase Order printed from the system will be attached to the original purchasing document after the warrant is issued. The Encumbrance Clerk will date and initial the original requisition form before requisition assignment into system verifying it has been encumbered.

**Purchasing by Employees:** The Board realizes that it is necessary for employees to make personal purchases for professional expenses. When prior approval is granted, reimbursement can be made for these expenses.

**Orders:** Verbal orders, telephone orders, or any purchases made outside district guidelines will be the sole responsibility of the individual and not the responsibility of the school district.

**Documentation:** Proper documentation and procedures must be followed prior to reimbursement of expenses.

**Reimbursement Not Allowed:** Personnel will not be reimbursed for:

- Personal long distance telephone calls.
- Movie rentals.
- Alcoholic beverages.
- Individual professional dues.
- School materials ordered without permission.

### **SCHOOL ACTIVITY FUNDS**

**General:** The purpose of the School Activity Fund is to promote the general welfare, education, and morale of all students and to finance extracurricular activities of student body organizations. The Board shall exercise complete control over all School Activity Funds. At the beginning of each fiscal year and as needed during each fiscal year, the Board shall approve all Activity Fund sub-accounts, all fund-raising activities, including but not limited to fund raising drives held in schools, and all purposes for which the monies collected can be expended. An annual audit of all School Activity Funds shall be made by a certified public accountant selected by the Board. As necessary, the Superintendent may develop, implement, and maintain written regulations and procedures governing School Activity Funds.

**Activity Fund Custodian:** The School Activity Fund Custodians shall provide the Board with periodic financial reports reflecting the status of each sub-account. A School Activity Fund Chart of Accounts shall be maintained by the School Activity Fund Custodians and shall include the sub-accounts approved by the Board. The School Activity Fund Custodians shall be appointed by the Board and shall provide a surety bond in an amount to be determined by the Board, but not less than \$1,000.00, for which the premium shall be paid by the School Activity Fund. Prior to the beginning of each fiscal year, the Treasurer shall review the amount and nature of financial transactions that have occurred in the School Activity Fund during the prior year and, subject to the approval of the Superintendent, shall make a recommendation to the Board as to the amounts of the surety bonds required for the School Activity Fund Custodians for the following fiscal year.

**Fund-raising Activities and Revenues:** Projects for raising revenue for the School Activity Fund shall, in general, contribute to the educational experience of pupils and shall add to, not conflict with, the instructional program. Revenue from those sources identified by statute and proceeds from Board-approved fund-raising activities shall be deposited, as received and without making any withdrawals, reimbursements, or substitutions, and shall be credited to the appropriate School Activity Fund sub-account. Contracts with third-parties for School Activity Fund fund-raisers must be submitted to the Board for approval. The School Activity Fund Custodian or designee shall issue receipts whenever money is received and such receipts shall state the name of the person or entity from whom the funds are received, the date received, and the amount received. Provided, if the amount received from any one person is under five-dollars (\$5.00), the receiver may maintain a record by listing the name of the person remitting and the amount received from the person and no other receipt is necessary.

District shall assure that the public is informed concerning fund-raising activities through a Board meeting and/or through other communication with the community. Students and faculty will be allowed to take collections and solicit funds for flowers or gifts in such instances as the death of a student or an employee. However, permission to take collections and/or solicit funds under such circumstances must be granted by the principal at the school site. The Superintendent or his/her designee may approve District-wide solicitations and collections.

**Disbursements:** Purchases from School Activity Fund accounts may only be made by the sponsors of the activity or person designated to be responsible for a sub-account and shall be done utilizing the purchasing procedures provided for in Policy CC - Purchasing. No funds from a School Activity Fund sub-account shall be used for any purpose other than the purposes for which the account was created, unless there is a transfer of funds approved by the Board. District and its School Activity Fund shall not be liable for any purchase or obligation entered into by any individual or organization unless the procedures required for disbursements from the School Activity Fund have been followed in advance of such purchase or obligation.

The School Activity Fund Custodians may provide cash advances to the sponsors of groups, classes, or organizations for travel expenses of students and sponsors. Any cash advance shall only be paid from the School Activity Fund sub-account directly involved in the travel and only if the travel is one of the stated functions or purposes for the account. Receipts for all expenditures of cash advances shall be kept and shall be submitted to the School Activity Fund Custodians upon completion of travel.

Where practical and feasible, money raised from the student body as a whole shall be expended so as to benefit the student body as a whole and shall not be expended for the benefit of a special group. When possible, School Activity Funds shall be expended in such a way as to benefit those pupils who have contributed to the accumulation of such money.

**General Fund Refund Account:** A General Fund Refund Account may be established within the School Activity Fund and may include revenue from fees for the rental or use of District property or equipment, reimbursement for loss or damage to District property or equipment, reimbursement for services, and reimbursement for payment of substitute teachers. Such revenue shall be deposited to the credit of the "General Fund Refund Sub-account", and the source of such revenue shall be itemized and recorded. Periodically, the Treasurer may transfer funds deposited to the credit of the "General Fund Refund Sub-account" of the School Activity Fund to the General Fund.

**Petty Cash Account:** A Petty Cash Account may be established and maintained as provided by law.

**Organizations Exempt from School Activity Fund Limitations and Sanctioned by the Board of Education:** District recognizes that the involvement of student achievement programs, parent-teacher associations, and other adult organizations are essential to the provision of quality educational services and are vital in fostering the community-school relationship. However, student achievement programs, parent-teacher associations, and other adult organizations and the funds raised by those programs, associations, and organizations may not be subject to control by the Board.

The Board shall annually sanction parent organizations and booster clubs, hereinafter referred to as organizations, which exist to promote a positive relationship between District and the community by assisting and supporting the schools in recognizing and promoting student activities. Close communication will be maintained to ensure that the goals of the organizations are in

compliance with the goals and policies of District. District shall incur no liability for the acts, errors or omissions of any sanctioned organization. The Board will determine whether to sanction an organization by taking action on the recommendation of the Superintendent. Sanctioning will be contingent on compliance with the following criteria:

- A. The organization must be managed or operated by adults, rather than students, and will present its by-laws and/or constitution to the Board. These will differentiate the parent organization or booster club from any student organizations and will provide details of their structure including:
  - 1. Officers' names and addresses and their duties;
  - 2. Details of the process to elect officers and the length of each officer's term;
  - 3. Purpose and goals; and
  - 4. Detailed breakdown of the dues structure for the membership.
- B. No fund raising activities will be conducted within the school during school hours without proper notification to and approval from the Superintendent. Students will not participate during regular class periods unless approved by the Superintendent.
- C. The organization may not use District materials in advertising its activities. Use of District property by the organization for its activities will meet all regulations established by the Board.
- D. All funds raised will be used to achieve the stated purposes and goals of the organization. No stipends or administrative fees will be permitted to officers or others. If the organization is abolished or ceases to exist, all remaining funds after the financial responsibilities are satisfied shall be deposited into the general fund activity account.
- E. Contributions from the organization will not be accepted unless approved by the Board.
- F. The organization must maintain bank, financial, and tax exempt status separate from District. The organization will provide the Board, annually upon request, a complete set of financial records or detailed Treasurer's report.
- G. Any plan, project, or movement instituted to expand, modernize, renovate, or render maintenance to District controlled and/or owned properties, or provide academic achievement awards and other education recognition to students or student bodies will be presented to the Board in official session for its consideration, comment, evaluation, approval, and sponsorship. This must be done before any public announcement is made.

- H. Board sanctioning does not excuse an organization from complying with all state and federal laws as they pertain to equal opportunity and treatment of all students. The organization shall comply with applicable law, Board policy, any applicable Administrative Regulations regarding School Activity Funds, Title IX and all other state or federal equity regulations. If the program, association, or organization refuses to comply with the applicable law, policies, and Administrative Regulations, it shall not be entitled to utilize District's property or facilities for any purpose.
- I. The Board reserves the right to revoke the sanctioning of any organization if it is determined that the operation and purpose are not consistent with the policies and procedures adopted by the Board.
- J. If sanctioning is granted, the organization will not deposit any check, warrant or money order made payable to District, or any individual District school into the organization's private bank account.

**Student Organizations Exempt from School Activity Fund Limitations:** All student organizations which are covered by the Equal Access Act (20 U.S.C. § 4071 et seq.) shall submit an application for recognition and exemption to the Superintendent. The Superintendent may request such information as is necessary to evaluate the application for exemption including, but not limited to, the following:

- 1. By-laws;
- 2. List of current officers;
- 3. Statement of purpose;
- 4. Statement of fund-raising methods and activities; and
- 5. Proposed schedule of fund-raising activities indicating the location, the dates, and the time of such activities.

The Superintendent shall review the application for recognition and exemption and shall make a recommendation to the Board regarding whether the student organization shall be exempted from control by the Board. The Board shall review and consider the Superintendent's recommendation and the information submitted and shall issue a determination regarding the exemption status of the student organization. If the Board determines that the student organization is in fact a non-exempt student organization, then it shall be subjected to the applicable law, Board policy, and any applicable Administrative Regulations regarding School Activity Funds. If a non-exempt student organization refuses to comply with the applicable law, policies, or Administrative Regulations regarding School Activity Funds, it shall not be entitled to utilize District's property or facilities for any purpose.



**PAYROLL**

**Direct Deposit:** The following policy complies with the Direct Deposit Act in Oklahoma law.

1. District shall require every employee to participate in direct deposit of his/her monthly salary.
2. No fee will be charged to any employee because of the implementation and administration of this direct deposit policy.
3. Direct deposits will be made once a month in accordance with the pay schedule identified at the beginning of each year. Any additional pay will be paid by check and distributed in accordance with the identified pay schedule.
4. Direct deposit forms will be given to every new employee of District and will be submitted to the payroll office prior to the employee receiving his/her first check.
5. If any changes are needed to be made on the form, the employee is responsible for contacting the payroll office.

### **TRAVEL AND EXPENSE REIMBURSEMENT**

**General:** District recognizes that its employees, students, and others associated with District may incur travel and other related expenses in the performance of their duties or responsibilities to District (“District Travel”). This policy applies to all employees, students, Board members, and candidates for employment but not to any independent contractors. The policy also applies to volunteers who perform substantial and necessary work or services for District. Individuals who are subject to this policy should exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, luxury accommodations, and services which are unnecessary or unjustified in the performance of official business are not acceptable and should be avoided. Travel and other related expenses may include airfare, mileage at the rate per mile for mileage authorized by the IRS for deductibility at the time of travel from the approved point of departure to the approved destination as indicated by the most direct route on the map when the individual’s own vehicle is utilized, taxi fare, bus or shuttle fare, subway fare, railroad fare, lodging, meals, registration fees, and other miscellaneous expenses related to District-sponsored travel (“Travel Expenses”).

**Approval for Travel and Expenses:** Any person who will incur Travel Expenses shall submit appropriate documentation for approval of the incurring of Travel Expenses to the Superintendent or the Superintendent’s designee. This must include submitting a requisition in advance of beginning the travel, as well as obtaining Board approval for any out-of-state travel. The Superintendent or the Superintendent’s designee shall review the request and approve or deny the request. In considering whether to approve the request, the Superintendent or the Superintendent’s designee may consider the purpose of the travel, how such travel will benefit District, its employees, and/or its students, whether other District personnel are attending, the extent to which the person requesting approval has engaged in District Travel during the current fiscal year, the cost of District Travel, the availability of funds, the length of the trip, and any other information deemed relevant. In approving a travel request, the Superintendent or the Superintendent’s designee is certifying that the person requesting travel was duly authorized to incur travel and other related expenses in the performance of policy making, professional, technical, supervisory, or administrative duties or that such expenses were germane to the duties and functions of District.

**Reimbursement Requests:** Upon completion of authorized travel, persons requesting reimbursement shall submit the appropriate documentation for reimbursement of Travel Expenses within thirty (30) days of completion of authorized travel. Appropriate documentation shall include a signed travel voucher which itemizes the various expenses incurred, with the exception of meals and incidental expenses which are reimbursed based on the established daily rate, and an itinerary and schedule of official functions attended if applicable. Reimbursement requests shall not cover periods of over thirty-one (31) days. Where the travel period is continuous, subsequent claims for reimbursement shall be submitted as necessary to cover the continuous period.

All reimbursement requests shall be submitted to the Superintendent or the Superintendent’s

designee and shall include the appropriate Purchase Order Number. Reimbursement requests shall be submitted by June 15 of each fiscal year, unless the Travel Expenses are incurred after June 15, in which case, a request for reimbursement must be submitted no later than June 30 of the fiscal year.

A receipt or other evidence of payment is required for all expenses, other than meals and incidental expenses which are reimbursed based on the established daily rate. If a receipt or other evidence of payment is lost or is impossible to furnish, the employee shall provide a full explanation for the lack of a receipt or other evidence of payment on the travel voucher.

If the travel time is 12 hours or greater on any travel day, reimbursements for meals and incidental expenses will be made at the rate of \$40.00 per day for in-state overnight travel and \$50.00 per day for out-of-state overnight travel. If the travel time is less than 12 hours on any travel day, reimbursements for meals and incidental expenses (e.g. snacks, etc.) will be reimbursed at the rate of \$30.00 per day for in-state overnight travel and \$37.50 for out-of state overnight travel. In order to be reimbursed, claimants must submit itemized receipts for all travel related expenses other than meals and incidental expenses. Itemized receipts are still required for registration, air and ground transportation, lodging, parking and rentals.

Reimbursement may be made from the General Fund, the School Activity Fund or sub-account or, as permitted by law, from such other fund as designated by the Board.

**Personal Leave in Conjunction with District-Sponsored Travel:** When personal leave or vacation leave is taken in conjunction with an employee's approved District-sponsored travel, the person must indicate the exact date and time of departure from and/or return to official travel status. An employee shall not be reimbursed for travel and other related expenses incurred during a period of time when the employee is taking personal leave or vacation leave. Individuals shall not be reimbursed for meals and/or lodging expenses incurred more than twenty-four (24) hours before and/or after the object of travel (*i.e.*, the scheduled meeting, workshop, or conference) begins and/or ends unless there is a savings in travel costs related to airfares which exceeds the costs of any extra meals and/or lodging. Exceptions may be made for extraordinary circumstances.

### **GENERAL PERSONNEL POLICIES**

District's personnel are an important resource for achieving a successful educational program. District shall seek to employ those persons who have the highest capabilities, the strongest commitment to quality education, and the greatest probability of effectively implementing District's educational program.

**Categories of Employees:** District may employ certified administrators, certified teachers, and support employees. Full-time employment shall be employment on a regular basis, as opposed to temporary, for at least 6 hours per day, 5 days per week, for 10 months or more, except for certified teachers and applicable support staff who shall be considered to be full-time if employed at least 7 hours, 5 days per week, for 10 months, or the equivalent amount of hours if District changes to not less than one thousand eighty (1,080) hours per year. Part-time employment shall be any employment for less than full-time employment. Temporary employment is employment to fill a position for a stated period of time on a non-continuing basis.

**Employment:** The Administration shall determine whether to create new positions which shall be accompanied by a proposed job description which contains the qualifications for the responsibilities of the proposed position. The Superintendent shall be responsible for recruiting and recommending qualified persons for employment with District. In determining the qualifications of candidates, the Superintendent may consult with other personnel and shall ensure that recommended candidates can produce legally sufficient proof of citizenship status. The Board may hire candidates after reviewing the Superintendent's recommendation. Unless otherwise provided by law, no person shall have any right to employment in District until such employment has been approved by the Board. However, when it is necessary to meet the best interests of District, the Superintendent shall have the right to employ persons on a temporary basis until the Board can take action on the Superintendent's recommendation for a term not to exceed sixty (60) days. District shall utilize a Status Verification System to verify the federal employment authorization status of all new employees as required by law.

**Employment Contracts:** Every person employed by District shall enter into a written contract of employment which shall describe the position in which the person is to be employed and set forth the term of the employment contract. All contracts of employment must be approved by the Board and may be signed by the Board President, the Clerk of the Board, or the Superintendent. Any person who fails to sign a contract of employment which accurately conveys the Board's offer, including salary and fringe benefits, within 30 days after presentation shall be considered to have refused the offered employment, and the position shall be declared vacant.

**Employment Vacancies:** District may advertise vacancies in local, statewide, or national newspaper, school-related publications, or such other sources as may be determined by the Superintendent or the Board.

**Employment Applications:** Applicants for employment may be required to complete an employment application on a form to be provided by District. Applicants may be required to be tested as to certain skills, may be required to authorize District to conduct various investigations as to the applicant's experience, employment history, and personal history, and shall be required to submit information for a felony record search. Any person who is determined to have falsified information on his or her employment application may be dismissed.

**Compensation:** The Administration may prepare and submit to the Board for review and approval compensation plans for the various categories of employees, including certified administrators, certified teachers, and support personnel. Such compensation plans may include the provision of fringe benefits, including, but not limited to, retirement, health insurance, disability insurance, and social security benefits.

**Workers' Compensation Benefits:** District will provide all employees with the benefits afforded by the Oklahoma Workers' Compensation Act ("Act"). At the option of the employee, temporary total disability benefits may be supplemented by any sick leave or personal leave, or fractional use thereof, available to the injured employee, to the extent that the injured employee shall receive full wages during the employee's temporary absence. The sum of all temporary total disability payments and sick leave shall in no case combine to exceed one hundred percent (100%) of the employee's net pay as it existed prior to injury.

**Job Descriptions:** The Administration shall prepare, periodically review, and update job descriptions for all positions within District.

**Felony Record Searches:** The Administration shall conduct a felony record search for all new employees as required by law. Employment contracts issued to any new employee shall be on a temporary basis for sixty (60) days or pending the results of any felony record search. The applicant for employment shall pay the fee required for such search. A person applying for or employed as a substitute teacher shall only be required to have a felony record search as required by law.

If the applicant is seeking a position as a certified teacher or certified administrator and the felony record search reveals a prior felony, the applicant shall not be hired and any temporary contract shall be terminated. If the applicant is seeking a position other than as a certified teacher or certified administrator and the results of a felony record search indicate a prior felony, District may take into account such factors as age at time of the offense, the seriousness and the nature of the felony, the relationship of the felony to the job applied for, any rehabilitation of the applicant, and the subsequent employment history of the applicant in determining whether to recommend the applicant for employment with District. If a felony record search reveals a prior felony and District determines that the person should not be recommended for employment based on the prior felony, the employment relationship may be terminated by notice from the Superintendent or the Superintendent's designee.

**Personnel Files:** The Administration shall maintain a personnel file for each employee of the District. Each personnel file shall contain the employee's application for employment and any other documents submitted during the application process, all evaluations, admonishments, reprimands, complaints, commendations, plans of improvement, and any other documents which Administrative Regulations may designate for inclusion. Personnel files shall be confidential and shall not be released except as provided in this policy. However, an employee's personnel file may be provided to the following without the employee's notification and/or consent:

1. administrators and/or supervisors;
2. agents of District authorized by the Administration; or
3. when ordered to be released by court order or subpoena.

Except as otherwise provided by law, all records created pursuant to the Oklahoma Teacher and Leader Effectiveness Evaluation System (TLE) which identify a current or former public employee and contain any evaluation, observation, or other TLE record of such employee should be kept confidential. These records shall not be subject to disclosure under the Oklahoma Open Records Act and where disclosure of TLE records is required, all individually identifying information shall be removed to the fullest extent possible.

**Conflicts of Interest:** No person shall be employed who is related to a member of the Board within the degree prohibited by law; state law allows for an exception for a substitute teacher and the degree of relation allowed to a Board member.

**Outside Employment:** District employees shall not accept outside employment which requires that the employee perform services during the employee's normal working hours for District. This provision shall not apply to employees who participate in military activities in accordance with federal and/or state statutes or who are on approved leave.

**Assignments and Transfers:** Employees shall be assigned to a position by the Superintendent and may be transferred to a position on the basis of the needs of District, the employee's qualifications, and the employee's expressed desires and in accordance with any applicable negotiated agreement. The needs of District shall be the primary criteria in determining any assignments or transfers, and the secondary criteria shall be the employee's qualifications.

**Work Hours:** The Administration shall establish the work hours of the different categories of employees and shall notify employees of their work hours.

**Overtime:** District shall comply with the Fair Labor Standards Act ("FLSA"). Employees who are not exempt from the overtime provisions of the FLSA shall be entitled to overtime compensation or compensatory time for hours worked in excess of forty (40) per work week. District's work week shall commence on Sunday at 12:00 a.m. and end on Saturday at 11:59 p.m. An employee shall not work overtime unless prior authorization is granted in writing by the employee's supervisor.

**Substitutes:** The Administration may develop and maintain a list or lists of qualified substitutes who may be called upon to temporarily replace or substitute for employees when required by an agreement or the needs of District. No substitute teacher shall be employed for a total of more than the number of days allowed by law during a school year nor employed for the same assignment for more than the time allowed by law unless the person holds a valid teaching certificate. Substitutes shall be paid as follows:

- Non-certified substitutes - \$60.00/day
- Certified substitutes - \$70.00/day

**Supervision and Evaluation:** Administrative Regulations shall provide for the supervision and evaluation of all District personnel, except for the Superintendent. Such regulations may provide for supervisory personnel to observe the performance of any employee for whom the supervisor will be required to complete an evaluation. The Superintendent shall prepare appropriate forms for the evaluation of teachers, administrators, and support personnel. The Administration shall review the forms of evaluation for teachers annually, and seek comments and input from teachers in District upon each review as required by law. The Superintendent shall present the proposed evaluation forms to the Board for its consideration, modification and/or approval on an annual basis. Unless otherwise provided for by law or policy, all District employees shall be evaluated in writing at least once during each fiscal year by a supervisor. All evaluations and any responses shall be maintained in the employee's personnel file.

**Resignation and Retirement:** Any employee who wishes to resign or to retire from employment with District must do so in writing submitted to the Superintendent. Except as otherwise provided, such resignation or retirement shall be effective and may not be revoked when submitted to and accepted by the Superintendent unless otherwise determined by the Board. In accordance with Oklahoma law, teachers shall be required to give notice of resignation or retirement by the date required by law or else the teacher will be bound to perform pursuant to a continuing contract.

**Medical Examinations:** In accordance with applicable laws, an employee or applicant for employment may be required to undergo a physical and/or medical examination to determine the employee's or applicant's ability to perform the essential functions of the job. District shall pay for any required medical examination.

**Employee Produced Materials:** Any work product of employees which is produced during normal school hours or with the use of District-owned equipment and/or supplies shall be the property of District. District shall not be obligated to compensate employees for material produced under these conditions.

**Continuing Education:** It is the Board's belief that an educator who continues with their education after college graduation improves the educational opportunities of their students. Because of this belief it is the Board of Education's decision to require all teachers hired after March 6, 2006, to obtain a Masters of Education degree before the regularly scheduled March Board of Education meeting held during that teachers fifth (5<sup>th</sup>) year of employment.

Since this is a condition of employment, teachers that fail to obtain a Masters degree by the regularly scheduled March Board meeting of their fifth (5<sup>th</sup>) year of employment will not be reemployed.



### **SUPERINTENDENT**

**Employment:** The Board shall determine the process to be used in hiring and employing a superintendent. The Superintendent shall be employed pursuant to a Board-approved written contract specifying the compensation and the benefits to be provided to the Superintendent by District. The Superintendent shall be responsible for filing the contract as required by law. The Superintendent shall hold an Administrative certificate recognized and approved by the State Department of Education.

**Duties and Responsibilities:** The Superintendent is the chief executive officer of District and has charge of the administration of the schools of District. The Superintendent is responsible for the general coordination of District as well as the general administrative supervision and control of employees. The Superintendent presents recommendations to the Board for its consideration and possible approval. The Superintendent is responsible for the final interpretation of Board policies as well as seeing that all state and federal laws and regulations applicable to District are enforced. The Superintendent should keep the Board informed as to how policies are being carried out and how effectively such policies are operating. The Superintendent should maintain a public relations program which will inform the community of the activities, needs, and successes of District. The Superintendent should also maintain open communication with principals and teachers to determine their needs, ideas, and accomplishments within District. The Superintendent shall also perform those duties and responsibilities set forth in the applicable job description, contract, law, District policy, or Administrative Regulation.

**Compensation and Benefits:** After the Board has made a decision to offer employment or re-employment to the Superintendent, the Board shall meet with the Superintendent to develop a proposed employment contract for the applicable term of employment. The proposed employment contract shall be presented to the Board for consideration and approval. After an employment contract has been approved by the Superintendent and the Board, the contract shall be signed by the parties and filed in accordance with law. The contract shall specify the term of employment and the Superintendent's compensation and benefits.

**Evaluation:** The evaluation of the Superintendent shall have as its overall purpose the assessment of the effectiveness of the Superintendent in meeting the needs of District. The evaluation shall be conducted by the Board in conjunction with the Superintendent and shall include an examination of the working relationship between the Board and the Superintendent.

In preparation for the Superintendent's evaluation, an evaluation form shall be jointly developed by the Board and the Superintendent. The Board may meet in executive session to evaluate the Superintendent's performance of duties for the fiscal year to date, including the progress made toward accomplishing the Superintendent's and Board's stated goals for the school year. During one or more portions of such executive session, the Board shall meet with the Superintendent to discuss the evaluation.

**Re-employment:** Following the evaluation of the Superintendent and before June 30, the Board may meet in executive session to discuss the employment status of the Superintendent. The Board may consider the re-employment of the Superintendent.

**Dismissal, Non-re-employment, or Suspension:** The Board may take action at any time to dismiss, non-re-employ, or suspend the Superintendent as provided by law.

## EVALUATION OF THE SUPERINTENDENT

**Pond Creek-Hunter Public Schools  
Superintendent Evaluation Instrument**

Superintendent: \_\_\_\_\_ Years in System: \_\_\_\_\_  
 School: \_\_\_\_\_ Assignment: \_\_\_\_\_  
 Evaluator: \_\_\_\_\_ Date of Evaluation \_\_\_\_\_

Definition of Marks: \_\_\_\_\_

A -- Above Average: The Superintendent surpasses the expected standards of performance.

S -- Satisfactory: The Superintendent meets or exceeds the expected standards of performance.

N - Needs Improvement: The Superintendent meets minimal standards of performance, improvement is suggested.

U -- Unsatisfactory: The Superintendent does not meet minimal standards of performance, improvement is necessary.

*NOTE: A check mark in a subcategory indicates that the evaluator has directly observed the described administrative behavior.*

Practice: Observable actions or behaviors that relate to the performance of the superintendent.

\_\_\_\_\_ A. Management Indicators: The superintendent and staff develop goal statements which are the result of needs assessment, relevant data, and community input.

- \_\_\_\_\_ a. The superintendent is effective in obtaining staff participation and using input provided.
- \_\_\_\_\_ b. The superintendent seeks board participation in assessing progress toward goals and objectives.
- \_\_\_\_\_ c. The superintendent assures that goals and objectives address school needs.
- \_\_\_\_\_ d. The superintendent communicates goals and objectives to the board, staff, and community.
- \_\_\_\_\_ e. The superintendent uses goals and objectives as the basis for decision making.
- \_\_\_\_\_ f. The superintendent monitors and controls (gives direction to) the school's educational program.
- \_\_\_\_\_ g. The superintendent demonstrates effective long range planning.
- \_\_\_\_\_ h. The superintendent sets high expectations for staff.

**DB-F**

\_\_\_\_\_ B. Leadership Indicators: The superintendent works with the board and staff in collegial and non-threatening ways to improve the school program.

- \_\_\_\_\_ a. The superintendent exercises adequate supervisory skills over the operation of all schools in the system.
- \_\_\_\_\_ b. The superintendent effectively administers all school policies.
- \_\_\_\_\_ c. The superintendent participates in the deliberations of the school board without the privileges of presenting, or seconding motions, or voting.
- \_\_\_\_\_ d. The superintendent reports or supervises the reporting on budget, staff, pupil population, school plant, and other school problems so that members of the board may keep informed about school operation and problems.
- \_\_\_\_\_ e. The superintendent recommends for board consideration new policies or revisions of previously adopted policies.
- \_\_\_\_\_ f. The superintendent evaluates the effectiveness of general or specific areas of the school program.
- \_\_\_\_\_ g. The superintendent effectively recommends, assigns to specific positions, and reassigns personnel as conditions warrant.
- \_\_\_\_\_ h. The superintendent delegates responsibilities and gives supervision to organization and operation of in-service programs for school personnel where it is deemed advisable.

\_\_\_\_\_ C. Product Indicators: The superintendent develops written documents that pertain to various areas of school operations.

- \_\_\_\_\_ a. The superintendent prepares under the direction of the Board, the agenda for all board meetings.
- \_\_\_\_\_ b. The superintendent continually develops new plans for operation of the schools.
- \_\_\_\_\_ c. The superintendent supervises the preparation and administering of the general budget for operation of the schools and presents it to the board for approval as a financial plan of operation in accordance with the statutes of the State of Oklahoma,
- \_\_\_\_\_ d. The superintendent recommends improvement and expansion on school plant facilities as needs become evident.
- e. The superintendent develops district plans that are consistent with the financial outlook for the future.
- \_\_\_\_\_ f. The superintendent supervises personnel in a manner consistent with board policies.
- \_\_\_\_\_ g. The superintendent's office maintains all certified personnel files (to include sick leave, personal leave, etc.).

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Signature of Evaluator

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Date

Adopted February 16, 2015

**CERTIFIED ADMINISTRATORS**

**Definition:** A certified administrator shall mean an employee of District who is certified as an administrator and who devotes a majority of the employee's time to service as a principal, supervisor, or in any other administrative or supervisory capacity for which such certification is required. Certified administrators shall hold certificates required for their positions recognized and approved by the Oklahoma State Department of Education.

**Evaluation:** The evaluation adopted by the Board must adhere to the following requirements:

1. Be based on a set of minimum criteria developed by the State Board of Education;
2. A copy of this policy and any amendments shall be made available to all person subject to this policy;
3. All evaluations shall be done in writing and shall be maintained, along with any responses, in the certified administrator's personnel file; and
4. Except for the Superintendent, all certified administrators shall be evaluated by the designated administrator.

**Dismissal, Non-re-employment, or Suspension:** Certified administrators shall be entitled to due process according to the law whenever a certified administrator is to be dismissed or non-re-employed from an administrative position. Whenever the Board or the Administration believes that reasons exist for the dismissal of a certified administrator and when it is determined that immediate suspension of the certified administrator is in the best interests of the children of District, the Board or the Superintendent may suspend the certified administrator without notice or hearing according to the applicable provisions of law.

**Duties and Responsibilities:** Certified administrators shall perform those duties and responsibilities set forth in any applicable job description, contract, law, District policy, or Administrative Regulation.

### **CERTIFIED TEACHERS**

**Definition:** Certified teacher means a person who holds a teaching certificate or license, who is employed as a teacher, counselor, librarian, school nurse, entry-year teacher, or in any other instructional position for which a teaching license or certificate is required by the Oklahoma State Department of Education, and who does not exercise supervisory authority with respect to other certified teachers of District.

**Standards of Performance and Conduct:** Certified teachers are expected to adhere to the standards of performance and conduct for teachers which are adopted by the Oklahoma State Board of Education, and such standards of performance and conduct are incorporated herein by reference as if fully set forth.

**Evaluation:** Certified teachers shall be evaluated as designated by Oklahoma law. All evaluations shall be done in writing and shall be maintained, along with any responses, in the certified teacher's personnel file. All certified personnel shall be evaluated by a principal, assistant principal or other trained certified individual designated by the Board. All individuals designated by the Board to conduct personnel evaluations shall participate in training conducted by the State Department of Education or training provided by District using guidelines and materials developed by the State Department of Education prior to conducting evaluations.

**Duties and Responsibilities:** Certified teachers shall perform those duties and responsibilities set forth in any applicable job description, contract, District policy, Administrative Regulation or administrative directive.

**Admonishment:** Certified teachers may be admonished as provided by law.

**Dismissal, Non-re-employment, or Suspension:** Certified teachers may be dismissed, non-re-employed, or suspended according to applicable law.

**Temporary Teachers:** Certified teachers may be employed on a temporary basis in certain circumstances and pursuant to a Temporary Teacher Contract. Temporary Teacher Contracts are not subject to the continuing contract law and shall be effective only for the specified term which shall not exceed the end of the school year in which the contract begins.

**Reduction in Force:** In the event it becomes necessary to reduce the number of certified teachers because of actual or projected decreases in revenues, actual or projected declines in enrollment, consolidation of programs or positions, elimination of programs, changes in curriculum, or other circumstances determined by the Board, the Board may undertake a reduction in force in accordance with the provisions of the law and regulation. The board will determine which programs can best serve the needs of the students. The position or the program shall be the determining factor(s) for what will be eliminated, not the individuals that occupy the position or serve the

program. The board shall first attempt to reduce staff by normal attrition and, second, by the following:

1. Licensed staff first year, beginning shall be released first.
2. Probationary staff shall be released next according to certification, seniority, and principal recommendation, in that order.
3. Career staff will be released according to certification, seniority, and principal recommendation, in that order.

Re-employment of staff released due to reduction in force shall be in reverse order of release if that individual is available when needed. A teacher who is re-employed after having been released due to reduction in force shall have reinstated the accumulated sick leave balances, salary step placement and seniority, if any, that he/she possessed at the time he/she was released due to reduction in force.

### **SUPPORT PERSONNEL**

**Definition:** Support personnel are those persons employed full-time by District who provide necessary services not performed by certified teachers or certified administrators.

**Categories of Support Personnel:** Support personnel shall include, but not be limited to the following categories:

1. Secretaries
2. Teacher Assistants
3. Library Media Assistants
4. Paraprofessionals
5. Health Aides
6. Custodial and Maintenance Personnel
7. Cafeteria Personnel
8. Transportation Personnel and Bus Drivers
9. Management and technical staff who are not certified administrators

**Dismissal, Non-re-employment, Demotion, or Suspension:** A support employee who has been employed by District for less than one (1) complete year of service or who is employed on a part-time and/or temporary basis may be suspended, demoted, terminated, or non-re-employed with or without cause. A support employee who has been employed by District for more than one (1) complete year of service may only be suspended, demoted, terminated, or non-re-employed for cause as allowed by law. Nothing contained in this policy shall be construed to prevent layoffs for lack of funds or lack of work. District adopts the following causes for suspension, demotion, termination, or non-re-employment:

1. Leaving work station without authorization prior to lunch periods or end of work day.
2. Excessive unexcused absenteeism.
3. Chronic absenteeism for any reason.
4. Excessive tardiness.



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

25. Participating in or witnessing gambling, lottery, or any other unauthorized game of chance on district property.
26. Unauthorized distribution of literature, written, or printed matter of any description on district property.
27. Posting or removing notices, signs, or writing in any form on bulletin boards of district property at any time without specific authority of the administration.
28. Poor workmanship.
29. Immoral conduct or indecency including abusive and/or foul language.
30. Making or receiving personal telephone calls during working hours, except for emergencies.
31. Walking off the job.
32. Continued poor or negative attitude while on the job, including poor relationship with other staff or students.
33. Smoking in unauthorized area or at unauthorized time.
34. Failure to dress appropriately for work assignment.
35. Refusal of job transfer within the district when transfer does not result in demotion.
36. Abuse of rest periods or meal period policies.
37. Inappropriate and/or unauthorized use of the school district's computer network or Internet connections.
38. Insubordination of any kind.
39. Racial discrimination, including racial slurs or other demeaning remarks concerning another person's race, ancestry, or country of origin and directed toward another employee, a student or a visitor.
40. Pleading guilty or no contest to any felony.
41. Violation of any district rule or policy.

District shall comply with the statutory procedures for the suspension, demotion, termination, or non-re-employment of a support employee who may be suspended, demoted, terminated, or non-re-employed only for cause.

**Temporary Contracts:** Support personnel may be employed on a temporary basis in certain circumstances. Temporary Support Personnel Contracts shall be effective only for the specified term which shall not exceed the end of the fiscal year in which the contract begins. Temporary Support Personnel Contracts may be utilized for support personnel who are employed:

1. for a period of time during the absence of support personnel on District-approved leave;
2. to fill a new position created because of increased enrollment after the commencement of school;
3. to fill a vacancy which occurs after July 1 of the fiscal year; or
4. to fill a need of District which does not require a full-time, permanent position.

**Reduction in Force:** District may implement a reduction in force when necessary due to lack of funds or lack of work, including but not limited to, actual or projected decreases in enrollment, consolidation of programs or positions, elimination of programs, changes in curriculum, or other circumstances determined by the Board. A reduction in force shall begin with normal attrition throughout the district and possible transfer of support employees declared excess in a building to a vacancy for which they are qualified. However, if necessary, District may reduce full-time support employees considering the following criteria:

1. Review current assignment and qualifications;
2. Review district evaluations; and
3. Review years of service in the district.

There shall be no right to recall after a reduction in force. However, support employees whose positions are eliminated may be considered for re-employment upon the submission of an application for employment and may be considered for transfers to other available positions depending on the support employee's qualifications and performance.

**Hearing Before Board of Education:** Any support employee who is entitled by law to a hearing before the Board prior to any termination or non-renewal or following any suspension must request a hearing before the Board, in writing delivered to the Board Clerk, within ten (10) calendar days of the date of the mailing of the notification to the support employee of the notice of the recommendation for termination or non-renewal or of the suspension without pay. Failure to request a hearing will be deemed to be a waiver of the right to a hearing. The Board will provide the hearing

Adopted:

Revised:

as required by Oklahoma law, and will follow the procedures set forth by the Oklahoma State Department of Education for hearings on the termination or non-renewal of certified teachers. The decision of the Board at the hearing will be final.

### **EMPLOYEE GRIEVANCES**

**Applicability:** Any employee complaints or grievances regarding allegations of sexual harassment shall be brought pursuant to District Policy BH - Sexual Harassment. Any employee complaints or grievances regarding allegations of discrimination on the basis of race, color, national origin, sex, religion, age, or disability shall be brought pursuant to District Policy BI - Civil Rights. All other employee complaints or grievances shall be governed by this policy.

**Purpose:** This purpose of this policy is to resolve employee complaints or grievances at the lowest possible level and to achieve equitable solutions to issues that may arise with respect to an employee's terms and conditions of employment.

#### **Definitions:**

1. A "grievance" is a claim by an employee that there has been a violation, misinterpretation or misapplication of an established Board Policy or established District administrative regulation that has specifically affected that employee's terms and conditions of employment.
2. The "grievant" is the employee making the claim.
3. "Days" shall mean the days when the school district central office is open for business.

#### **Procedure:**

1. Level I - Informal Resolution - Immediate Supervisor

An employee with a grievance shall first discuss the concern individually with the immediate supervisor within ten (10) days of the alleged violation, citing the specific policy or regulation alleged to have been violated, with the objective of resolving the grievance informally. No written record will be made. However, a memorandum signed by both parties giving the date of the meeting shall be prepared.

2. Level II - Formal Resolution - Immediate Supervisor

- a. If the employee is not satisfied with the discussion of the grievance at Level I, the employee may file the grievance with the immediate supervisor in writing, using the official form which is a part of this procedure, within five (5) days of the Level I meeting.

- b. The immediate supervisor shall schedule and hold a meeting with the grievant within five (5) days after receipt of the written grievance and shall transmit a written decision to the grievant within five (5) days of the meeting.
- 3. Level III - Formal Resolution - Superintendent
  - a. If the grievant is not satisfied with the disposition of the grievance at Level II, he or she may file an appeal with the superintendent in writing, using the official grievance form which is a part of this procedure, within five (5) days of the meeting.
  - b. The superintendent or the superintendent's designee shall schedule and hold a meeting with the grievant within ten (10) days after receipt of the appeal and shall transmit a written decision to the grievant within five (5) days of the meeting.
- 4. Level IV - Formal Resolution - Board of Education
  - a. If the grievant is not satisfied with the disposition of the grievance at Level III, he or she may file an appeal with the board of education in writing, using the official grievance form which is a part of this procedure, within five (5) days of the Level III response.
  - b. The board will hear the appeal at its next regularly scheduled meeting or a special meeting that has been called for that purpose within forty-five (45) days of the receipt of the appeal. The board shall transmit its written decision to the grievant within five (5) days of the meeting. The decision of the board shall be final and nonappealable.

**General Provisions:**

- 1. The grievant shall have sole responsibility for pursuing the grievance through all levels and within the time limits specified in these procedures.
- 2. Failure at any level of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance by the grievant of the decision at that level.
- 3. Failure at any level of this procedure to respond to a grievance within the specific time limits shall permit the grievant to appeal to the next level.
- 4. Time limits at any level may be extended by mutual agreement, and such agreements shall be made in writing and placed in the record for that grievance.

5. A grievance, which arises from an action of an authority above the level of immediate supervisor, may be initiated at Level III of this procedure.
6. Evidence and testimony presented by the grievant at any level of this procedure shall be limited to that which was presented at previous levels.
7. Copies of official grievances, all documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel files of the grievant.
8. No reprisals shall be taken against the grievant or other participants in the grievance procedure by reason of such participation.

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**ALCOHOL AND DRUG FREE WORKPLACE  
AND DRUG TESTING**

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**Alcohol and Drug Free Workplace:** Student and employee safety is of paramount concern to the Board. Employees under the influence of alcohol, drugs, or controlled substances are a serious risk to themselves and to other employees. The Board hereby commits itself to a continuing good faith effort to maintain a drug-free workplace. The Administration shall provide a copy of this policy to all present and future employees, and each employee of this District is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy.

While on District property or engaged in District activities, employees of District shall not manufacture, use, possess, sell, distribute, or be under the influence of drugs, controlled dangerous substances, or alcohol (including low-alcohol beer). Any person who has a reasonable belief to suspect that an employee on District property or engaged in District activities may be under the influence of or in possession of controlled dangerous substances or alcohol shall report the belief to the employee's supervisor or the Superintendent. When it is evident that an employee has consumed alcoholic beverages or used illegal drugs off District property and/or before a District activity, the employee shall not be allowed on District property and/or shall not be allowed to participate in District activities. Any employee who violates this policy may be subject to disciplinary action which may include suspension, demotion, dismissal, non-reemployment, or termination.

Each employee shall notify the Superintendent, or the Superintendent's designee, of any criminal drug statute conviction for a violation occurring in or on the premises of this District or while engaged in regular employment. Such notification must be made to the Superintendent, or the Superintendent's designee, no later than five (5) days after conviction. The Superintendent, or the Superintendent's designee, shall provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency within ten (10) days after the Superintendent, or the Superintendent's designee, receives such notification. Within thirty (30) days following receipt of the above notification, the District shall take appropriate disciplinary action which may include termination or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program; provided that nothing herein will preclude the District from taking disciplinary action prior to any such notice when cause exists.

Each employee shall have an opportunity to attend a drug-free awareness program at which employees shall be informed about the dangers of drug abuse in the workplace, available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. The Board recognizes that employees who have a drug abuse problem should be encouraged to seek



professional assistance. An employee who requests assistance shall be referred to a treatment facility or agency in the community if such facility or agency is available.

**Alcohol and Drug Testing:** Drug and alcohol testing of employees may be conducted in accordance with applicable federal and/or state law as set forth in Administrative Regulations. District shall comply with the Omnibus Transportation Testing Act of 1991, which helps to prevent accidents and injuries resulting from misuse of alcohol and controlled substances by employees who serve in safety-sensitive positions.

Adopted:  
Revised:

### **NEGOTIATIONS**

In accordance with applicable law, District may enter into negotiations with any duly elected employee organization for the purpose of establishing an orderly process of communication between eligible employees and District. Such negotiations shall be governed by a procedural agreement which shall be agreed upon by the Board and the employee organization. Negotiations may include salary as well as other terms and conditions of employment subject to any applicable limitations of law. Both District and the employee organization shall bargain in good faith.

Except as provided by law, the Board shall make all final decisions with respect to negotiations pursuant to the applicable procedural agreement. The Board shall make all decisions with respect to the management and the administration of District, the employment and the direction of its employees, and the determination of District's program of instruction, and such matters shall not be negotiable items.

### **LEAVE**

**Sick Leave:** Sick leave shall be provided to all employees according to the provisions of this policy. In addition, certified employees may receive up to 20 days of paid sick leave, minus the current certified substitute rate, in the event all sick leave is exhausted and requirements for such leave are met. An employee who is absent from duty because of personal illness, injury, or pregnancy, or serious illness in the immediate family shall be allowed sick leave. Immediate family includes the employee's spouse, parents, grandparents, children, or corresponding in-laws. Sick leave may be used for dental and/or medical appointments. Hours per day of paid sick leave shall not exceed the number of hours per day for which the employee is regularly employed. Sick leave for part-time employees shall be proportionate to the hours worked by the employee. The following accrual rates will apply to employees:

#### **Certified Employees**

10 month contract (200 contract days or less) = 10 days per school year  
11 month contract (201-220 contract days ) = 11 days per school year  
12 month contract (238 contract days or more) = 12 days per school year

#### **Classified Employees**

1 day for each month worked cumulative from year to year

According to applicable law, accrued but unused sick leave may be transferred to another school district or may be used for service credit with the Oklahoma Teachers' Retirement System("OTRS"). According to applicable law, employees may transfer all accumulated and unused days of sick leave from another school district. The employee shall utilize transferred sick leave prior to utilizing any sick leave granted by District.

District shall not compensate an employee for any accrued, unused sick leave, except in the case of an employee declaring full retirement. Full retirement is defined as an employee meeting OTRS guidelines for full retirement, declaring and subsequently beginning withdraws from OTRS, and resigning employment from his/her current position with District. Any unused sick leave may be brought back by the district, at the discretion of the school board, at \$25.00 per day upon retirement. Unused sick leave days from other agencies or districts are not eligible for reimbursement.

When an employee is unable to work due to personal illness, injury, or pregnancy, or serious illness in the immediate family, the employee or employee's designee will notify his/her immediate supervisor or designee at the work site at a time as established by existing District/department policy/practice, unless extenuating circumstances preclude this notification.

Any employee who attempts to take unfair advantage of sick leave benefits shall be subject to dismissal or other disciplinary action as provided by contract and/or state law. Any employee may be required to submit appropriate evidence concerning the cause of his absence in order to qualify for sick leave benefits. Claiming sick leave on unusual or inclement weather days, claiming excessive sick leave during the last two months of employment, claiming sick leave on days immediately preceding or immediately following holidays or non-work days other than weekends, absences exceeding five (5) consecutive days or more, or presenting behaviors and/or patterns creating a reasonable suspicion that sick leave is occurring are all situations in which appropriate evidence may be requested from the employee by a supervisor. Appropriate evidence may include:

1. Medical professional's statement endorsed by the employee
2. Employee statement endorsed by the principal or immediate supervisor
3. Copies of claim submitted for insurance benefits
4. Other information, to include District form(s), as may be indicated by the circumstances.

**Sick Leave Sharing:** District hereby adopts a Sick Leave Sharing program to be administered in accordance with the applicable law and District Regulation.

**Personal Leave:** Full-time employees shall be entitled to three (3) days for personal business leave. Personal business leave is not cumulative, and employees shall not be compensated for such leave if not used. Unused personal business leave shall be converted to sick leave at the end of the fiscal year. Personal business leave includes any personal business matters that must be conducted during normal school hours but shall not be used for the following purposes:

1. Participating in political activities except when pertaining to personal legal and household business;
2. Performing services for compensation; or
3. Participating in entertainment, recreation, or vacations.

Except in situations which are beyond the control of the employee, personal business leave may not be taken during the following periods of time:

1. The first or last week that school is in session; or
2. The day preceding or following a holiday or vacation period.

**Annual Leave:** Each full-time employee shall be granted three (3) days annual leave each year. Such leave shall be used at the discretion of the employee with the exception of the first five (5) days of school, the last five (5) days of school, and on Parent/Teacher conference days. Certified employees will be charged the current rate for a certified substitute, while Classified/Support

employees will be charged ½ of their daily rate of pay not to exceed the current rate for a certified substitute.

**Emergency Leave:** Full-time employees, upon application and prior approval by the Superintendent or designee may be granted three (3) days of emergency leave without loss of pay. An emergency means a situation or occurrence of a serious nature, affecting the employee, an immediate family member as defined under sick leave, siblings, grandchildren, grandparents, and corresponding in-laws, developing suddenly and unexpectedly, and demanding immediate attention (e.g. fire, tornado, flood). The Superintendent or his designee will determine whether a request for emergency leave meets the requirements of this section. Emergency leave is not cumulative, and employees shall not be compensated for such leave if not used.

**Bereavement Leave:** District will provide up to five (5) days of bereavement leave each year in the event of the death of one of the following relatives of a full-time employee: spouse, child, step child, parent, step parent, sibling, grandchild, or grandparent of the employee or the employee's spouse. An employee may use up to two (2) of the five (5) days of bereavement leave for persons not listed above. Bereavement leave must be approved by the employee's supervisor. Bereavement leave is not cumulative, and employees shall not be compensated for such leave if not used.

**Jury or Witness Leave:** All employees shall be excused from employment without loss of pay when summoned for jury service or when subpoenaed in a criminal or civil proceeding.

**Military Leave:** All employees shall be excused from employment for military leave according to applicable law. Upon receipt of the proper military orders, such leave shall be granted without loss of status and shall include his/her regular salary for a period of up to thirty (30) days.

**Family Medical Leave:** Pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), an employee who has worked at least one thousand two hundred fifty (1250) hours during the previous twelve (12) month period and all full-time certified teachers shall be allowed up to twelve (12) weeks of unpaid leave for the following reasons: 1) the birth or adoption of a child; 2) because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty or has been notified of an impending call to active duty status in support of a contingency operation; 3) for the employee's own serious health condition; or, 4) to care for the employee's spouse, child, or parent who has a serious health condition.

In addition, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. The single 12-month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends 12 months later. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA qualifying reason during the 12-month period. Up to 12 of the 26 weeks may be for an FMLA-qualifying reason other than military caregiver leave. Military caregiver leave is available to an eligible employee once per veteran, per serious injury or illness.

Prior to taking unpaid leave, an employee must utilize any accrued paid leave to which the

employee is entitled. An employee may be required to provide certification from a physician of the necessity of such leave, including the date the condition began, the anticipated duration, and the medical facts regarding the condition.

With the exception of leave approved for military care-givers, District will abide by the Rolling 12-Month Period. The 12-month period is to be measured backward from the date an employee uses any FMLA Leave. Under the Rolling 12-Month Period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

**Leave of Absence:** Any certified employee who has been employed full-time for at least three (3) consecutive years with District may request an unpaid leave of absence for a period which shall not exceed one (1) school year in duration. Requests for such leave must be made in writing, submitted to the superintendent, and contain sufficient detail as to the reasons for the leave so that a decision may be made based on the merits of the request. Requests for an initial Leave of Absence must be submitted no later than June 1<sup>st</sup>, and be for an approved reason. Requests submitted after June 1<sup>st</sup> will be contingent on District's ability to find a suitable replacement. As a condition of approval, the employee must state that the reason for the leave is not for the purpose of accepting other employment or other activities for direct personal financial gains. A leave of absence may be used when all other applicable leave has been exhausted and the employee is unable to return to work. The Board shall determine if an employee's request for a leave of absence is to be approved, and approval of a leave of absence is contingent upon the needs of District. An employee who returns to work after an approved leave of absence shall be returned to the position previously held or to another comparable position for which the employee is qualified. Employees on an approved leave of absence may participate in and pay for continued insurance coverage or professional memberships, however, sick leave, personal business leave, and vacation leave shall not accrue for the period of time the employee is on an approved leave of absence. Salary increments or years of experience will not increase and/or accumulate during a Leave of Absence except in those cases involving military leave and/or teaching assignments that qualify as teaching experience according to the regulations of the Oklahoma State Department of Education, provided said teaching experience is not a paid position.

Employees who are on an approved Leave of Absence must submit a written request for reinstatement or request an extension of the approved Leave of Absence by certified mail to the Superintendent on or before April 1 prior to the contractual year in which the employee wishes to return. An employee who is on an approved Leave of Absence who fails to submit a request for reinstatement or a request for extension of the approved Leave of Absence shall be considered to have resigned his/her employment with District. A Leave of Absence may only be extended one time, except in the case of an elected/appointed officer.

Leaves of absence may be granted for the following reasons:

1. Parental Leave: Parental leave may be granted for the purpose of child rearing
2. Illness: Personal illness or caring for a sick member of the immediate family.

Requests for such leave must be accompanied by a physician's statement. Immediate family is defined as spouse, children, step-children, parent(s), step-parent(s) and legal guardian of the employee.

3. Educational Leave: Employees pursuing the completion of an advanced degree or additional certification from an institute of higher learning. Proof of satisfactory completion of at least six (6) hours per semester will be required.
4. Election/Appointed Officer: Employees serving as a full-time elected/appointed officer of a professional organization at the state or national level for the duration of the term.

The Board will base its decision on:

1. The benefit of the employee,
2. The benefit of the District,
3. The availability of a replacement teacher who is willing to sign a Duration of Need contract. This does not apply to parental leave requested prior to June 1<sup>st</sup>.

**Vacation Leave:** District will provide annual vacation with pay to those employees assigned to twelve month positions (238 day contracts or longer).

Vacation days are cumulative, up to a maximum balance of 25 days. It is the employee's responsibility to monitor his or her vacation balances. No employee will be credited any days of vacation that result in the balance exceeding the maximum allowance of 25 days.

#### Rate of Accrual

A full year of service is measured from July 1<sup>st</sup> to June 30<sup>th</sup>. Vacation time will be accumulated only for months during which the employee works the majority of the month. Absences of an employee on sick leave, vacation leave, or other paid approved leave are considered days worked for the purpose of vacation time accrual. Paid vacation leave will not be accrued for leave taken for unapproved reasons, or for reasons that result in unpaid leave. Employees may accumulate a maximum of 25 days of vacation leave. Days in excess of 25 as of June 30<sup>th</sup> of each year will be removed from the employee's balance and will not be available for use or any other compensation. The following accrual rates will apply to those employees eligible for paid vacation days:

0-4 consecutive years in District	10 days per year
5 consecutive years in District	11 days per year
6 consecutive years in District	12 days per year
7 consecutive years in District	13 days per year

8 consecutive years in District	14 days per year
9 or more consecutive years in District	15 days per year

Provided an employee who leaves District must be compensated at the employee's daily rate of pay for any accrued vacation leave, up to a maximum of 25 days.

### Approval

Both the supervisor and the employee should strive to arrange vacation times during periods that are the least disruptive to the mission of the District.

**Professional Leave:** The Board may authorize leave for certified employees to attend professional conferences, conventions, and/or meetings which contribute to the basic functioning of the certified employee's assignment in accordance with District Regulation.

**Holidays:** District shall provide those holidays which are set forth on a school calendar and those which are specified by the Superintendent.

**Association Leave:** The Board shall provide the Association with a minimum of twelve (12) days for Association leave without loss of salary. The Association shall reimburse the District for the cost of the substitutes for any aggregate number of days over and above the minimum of twelve (12) days to a maximum of twenty-five (25) days. The Association will provide the Administration a summary of days used under the agreement upon request. Requests for additional days at the Association's expense may be made to the Superintendent.

**Incentive Pay:** The Board shall pay each full-time (minimum of 4 hours per day, 173 days per year) employee two hundred fifty dollars (\$250) for perfect attendance and \$200 for one (1) day absent. Perfect attendance is defined as any unused sick, personal business, annual, bereavement and/or emergency leave (not including inclement weather leave).

**Unpaid Authorized Absences:** If a district employee believes there is a need to be absent from work for any reason not covered in the approved leave policies, the employee may request, in writing, unpaid leave for that purpose from the Superintendent or his designee. If unpaid leave is granted, an amount equal to one day's pay will be deducted from the employee's salary for each day of approved absence. In addition, if a substitute is necessary, the current certified substitute rate will also be deducted from the employee's salary.

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

**Unauthorized Deductions:** If at any time an employee believes that an improper deduction has been made to his/her salary, the employee should immediately report this information to his/her direct supervisor, or to human resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be reimbursed for any improper deduction made.



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District employees. All employees will be assigned District approved Emergency Leave, not to exceed a total of five (5) days within a given school year. Schools and the District Administration Building will be closed for business.

**EXTRA-DUTY ASSIGNMENTS**

**General:** There are certain duties within District which may be performed by teachers in addition to their regular teaching assignments and for which such teacher shall receive additional compensation. These duties shall be considered Extra-Duty Assignments. The Administration shall develop a list of the Extra-Duty Assignments which are available.

**Compensation:** Teachers selected to perform Extra-Duty Assignments shall receive the Extra-Duty Compensation for the particular assignment as determined by the Board and negotiated agreement.

**Duties, Qualifications, and Responsibilities:** The teacher's duties, qualifications, and responsibilities shall include those required for the Extra-Duty Assignment by law, regulation, policy, and any applicable job description. District may change or add any duties and responsibilities assigned to the teacher that relate to the Extra-Duty Assignment.

**Limitations:** A teacher shall not have any property interest in the Extra-Duty Assignment, and the Extra-Duty Assignment shall not be subject to the continuing contract law of the State of Oklahoma. Extra-Duty Assignments shall be made for a term not to exceed the current fiscal year.

**Termination:** Any Extra-Duty Assignment may be terminated by the Superintendent or by the employee at any time and with or without any cause. Upon termination, the Superintendent shall provide the teacher with written notice of termination of the Extra-Duty Assignment. If no action is taken to terminate the Extra-Duty Assignment during the fiscal year, the Extra-Duty Assignment shall terminate upon the conclusion of the performance of the Extra-Duty Assignment or at the end of fiscal year, whichever first occurs.

### **PROFESSIONAL DEVELOPMENT PROGRAM**

**Applicability:** All licensed and certified teachers and administrators employed by District, including teachers on temporary contracts, shall be required to meet the professional development requirements established by the Board in accordance with state law.

**Professional Development Committee:** A Professional Development Committee which shall be comprised of a majority of teachers and shall include administrators and parents/guardians/custodians of students in District. The Professional Development Committee shall consult with a member of the faculty of an institution of higher education as needed.

**Professional Development Program:** The Professional Development Committee shall prepare and recommend a Professional Development Program as required by law which complies with the regulations of the State Department of Education. The Professional Development Committee shall present such program to the Board for review, modification, and adoption.

**Penalties for Failure to Comply:** The failure of any certified employee to meet the Professional Development Program adopted by the Board may be grounds for non-renewal of the certified employee's contract, withholding of salary increments, and/or withholding step increases.

**Faculty Professional Growth:** The Board believes that teachers need to keep abreast of new knowledge in their fields of expertise.

**Continuing Education:** It is the Board's belief that an educator who continues with their education after college graduation improves the educational opportunities of their students. Because of this belief it is the Board's decision to require all teachers hired after March 6, 2006, to obtain a Masters of Education degree before the regularly scheduled March Board meeting held during that teachers fifth (5<sup>th</sup>) year of employment. Since this is a condition of employment, teachers that fail to obtain a Masters degree by the regularly scheduled March Board meeting of their fifth (5<sup>th</sup>) year of employment will not be re-employed.

#### **Staff Development:**

1. Each teacher is urged to earn fifteen (15) staff development points each year and shall earn seventy-five (75) points over a five-year period.
2. Teachers are encouraged to attend workshops and conferences in their fields of study.
3. Teachers are encouraged to attend summer school for refresher courses from time to time.

4. Counselors are encouraged to complete a minimum of five (5) points each year in programs specifically designated for school counselors.

**Faculty Meetings:**

Teachers are expected to be punctual and to attend all faculty meetings.

**Planning Time:**

Planning time shall be defined as all the time between the assigned arrival and departure times that the teacher is NOT on his/her lunch period, teaching in the classroom or supervising pupils.

Planning time is to be used for planning for assigned teaching duties at the designated areas unless otherwise directed by the building principal.

**CODE OF CONDUCT AND LOYALTY OATH**

**Code of Conduct:** District employees will be guided by the following Code of Conduct.

As an employee of District, I will:

1. Promote a safe, orderly and engaging school environment, supporting active teaching and learning;
2. Assist students in coping with peer pressure and personal, social, behavioral and emotional problems;
3. Maintain a safe and healthy environment, free from harassment, intimidation, bullying, substance abuse, and/or violence, and free from bias and discrimination;
4. Initiate teacher/student/support staff conferences and parent/teacher/student/support staff conferences, as necessary, as a way to resolve problems;
5. Regularly review students' current educational progress in the areas of academics, attendance and behavior and career/post secondary plans with students;
6. Provide information to assist students with educational planning and career/post secondary planning;
7. Encourage and support students to benefit from curricular and extracurricular programs;
8. Communicate regularly with students, parents and other teachers concerning growth, well being and achievement;
9. Exhibit professional behavior by showing positive examples of preparedness, communication, fairness, punctuality, attendance, language, and appearance;
10. Immediately intervene in any Policy violation, that has a negative impact on students, in a manner that preserves confidentiality and the dignity of each person;
11. Demonstrate responsible citizenship by maintaining a high standard of conduct, self-control, and moral/ethical behavior; and
12. Comply with all Federal and state laws, District policies, regulations and procedures.

**Loyalty Oath:** Every officer and employee of District who will be employed for a

continuous period of thirty (30) days or more, in order to qualify and enter upon the duties of his or her office or employment and/or receive compensation, if any, therefor, shall first take and subscribe to the loyalty oath or affirmation required by state law.

Provided, that a District employee who is employed or whose employment is extended on a fiscal year basis and who has duly taken and filed the oath required by this policy in this District in order to qualify for and enter upon, or continue in, the duties of his or her employment, need not again take and file such an oath so long as his or her said employment, or re-employment is continuous or consecutive.

The loyalty oath will become part of the employee's permanent personnel file.

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**POND CREEK-HUNTER PUBLIC SCHOOLS: DISTRICT FORM      DM**

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\_\_\_\_\_  
AGENCY, AUTHORITY, COMMISSION, DEPARTMENT OR INSTITUTION

\_\_\_\_\_  
ADDRESS, CITY, STATE AND ZIP CODE

\_\_\_\_\_  
**EMPLOYEE PRINT NAME HERE**

**LOYALTY OATH**

Section 1 Article XV of the Oklahoma Constitution

I do solemnly swear (or affirm) that I will support the Constitution and the laws of the United States of America and the Constitution and the laws of the State of Oklahoma, and that I will faithfully discharge, according to the best of my ability, the duties of my office or employment during such time as I am an employee of the Pond Creek-Hunter School District.

\_\_\_\_\_  
**EMPLOYEE SIGN HERE**

To Be Completed By a Notary Public:

State of Oklahoma

County of Grant

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_.  
NAME OF PERSON TAKING OATH

\_\_\_\_\_  
Signature of the Notary

(Seal)

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

## **Employee Merit Pay**

In an effort to promote excellence District will compensate its employees for their efforts in achieving an A-F Report Card Grade that exceeds a C+. This stipend will be paid only after the Final Grades are made public by the State Department of Education. Only those individuals that are employed for the entire school year that the students are tested (and whose scores are reflected in the Final Grade) and who are employed with District when the grades are reported and the stipend is paid will receive the stipend. The Board of Education reserves the right to pay all, a portion of or none of the amount in this policy depending on availability of funds as determined by District's Board of Education.

The Board of Education will certify each employee's Full Time Equivalent (FTE) assignment to each school site by November 1st of each school year. Each employee's stipend will be based on that employee's FTE assignment to a specific school site for that year and that school site's resulting A-F Report Card Grade. The stipend will be paid in November before Thanksgiving Break following the publication of the school site grade. Certified employees that also perform duties as support shall only receive a stipend for the certified assignment. Under no circumstance shall an employee receive compensation in excess of one (1) Full Time Equivalent. The stipend will be as follows based on a Full Time Equivalent employee:

	Certified Employee	Support Employee
A+	\$3,000.00	\$1,500.00
A	\$2,500.00	\$1,250.00
A-	\$2,000.00	\$1,000.00
B+	\$1,500.00	\$ 750.00
B	\$1,000.00	\$ 500.00
B-	\$ 500.00	\$ 250.00

Example: A certified employee that is assigned .50 FTE at a school site that receives a B+, .25 FTE at a school site that receives an A-, and .25 FTE at a school site that receives a C+:

B+	school site .50 FTE times	\$1,500.00 =	\$ 750.00
A-	school site .25 FTE times	\$2,000.00 =	\$ 500.00
C+	school site .25 FTE times	\$ 0.00 =	\$ 0.00

Total all school sites \$1,250.00



**GENERAL STUDENT POLICIES**

**School Calendar:** The school year shall consist of 175 teaching days or 1080 hours as provided in the school calendar and shall be divided into two (2) semesters. Annually, the Superintendent or the Superintendent's designee shall prepare and present for Board approval a school calendar which indicates the dates of the opening and the closing of school and all applicable instructional and professional days.

All activities of classes and clubs shall be approved by their sponsors, and all fund raising activities shall be approved by the Board according to the policy on Activity Funds. The sponsors must then notify the Administration as to the proposed schedule for the activity as far in advance as possible, preferably two (2) weeks in advance of the proposed activity. When necessary, administrators shall meet to coordinate the scheduling of activities. Approved activities shall be placed on the school calendar to be maintained in the principal's office. The first activity to be recorded on the master calendar shall have first priority.

**School Day:** A school day shall consist of not less than six (6) hours devoted to school activities except as allowed by law. Students, except for pre-kindergarten students, are expected to attend a minimum of six (6) consecutive class periods each day. The Administration shall establish the school hours within the school day and class schedules for the schools within District, and may provide for flexible scheduling and a longer school day to accommodate flexible scheduling. That information will be provided to students, parents and the public in the school handbooks.

**Class Schedules:** After the fourth school day of each semester, there will be no changes in a student's class schedule. However, if there are extenuating circumstances, including but not limited to, the resignation of a teacher or other staffing issues, the Administration may modify a student's class schedule to best meet the needs of the student and the needs of District.

**Class Size:** The Administration shall maintain appropriate class sizes as required by state law and applicable regulations.

**School Ceremonies and Observances:** According to state law, each school may conduct a daily pledge of allegiance to the flag of the United States of America and may fly the United States and Oklahoma flags on school grounds on school days when weather permits. Schools within District may observe the holidays of various religions and present assembly programs with songs and decorations in accordance with the traditional and historical significance of the religious holiday. Schools within District may conduct programs commemorating events in the history of Oklahoma.

and the United States. Student assemblies shall be considered part of the school program and shall be held during school hours.

**Minute of Silence:** At the beginning of each school day in which students are present at school, District shall observe approximately one minute of silence for the purpose of allowing each student, in the exercise of his or her choice, to reflect, meditate, pray, or engage in any other silent activity that does not interfere with, distract, or impede other students in the exercise of their individual choices. Students or staff shall not coerce or attempt to coerce any person to engage in any particular activity during the minute of silence. After a minute of silence, the administrative staff shall indicate that the minute of silence is concluded.

**Release of Students:** All students are to remain on the school campus between the time of arrival and the close of the school day. Parents and/or guardians must check out students through the school office before taking the student from campus. Students shall only be released from schools to a parent or guardian unless the parent or guardian has provided the Principal with a written statement authorizing the release of the student to a third party without proper authorization. The Principal may contact the parent or guardian to authenticate or verify the written authorization. Students who leave campus without permission shall be subject to disciplinary action.

**Volunteers:** District recognizes that volunteers may make valuable contributions to District's educational programs. Therefore, when appropriate, volunteers will be encouraged and utilized. The Administration may develop appropriate regulations regarding the use of volunteers.

**ADMISSION, RESIDENCY, PLACEMENT, TRANSFER, AND WITHDRAWAL**

**Admission:** The following students shall be admitted to District if they meet the age, immunization, and good standing requirements set forth in this policy:

- A. Students who are legal residents of District;
- B. Students who have a legal transfer into District;
- C. Students who have been accepted by District on a tuition basis; and
- D. Foreign students who have been accepted by District as Non-immigrant (F-1) Students.

A home-schooled student who wishes to be admitted to District may only be enrolled on a full-time basis. Part-time admission or enrollment is not allowed.

**Age Requirements:**

- A. Minimum Age: A child must be four (4) years old on or before September 1 in order to enroll in District's early childhood program. A child must be five (5) years old on or before September 1 in order to enroll in kindergarten. A child must be six (6) years old on or before September 1 in order to enroll in first grade, unless otherwise entitled to enroll by law.
- B. Maximum Age: All students who have not completed the twelfth grade shall be eligible to attend school in District until they reach twenty-one (21) years of age on or before September 1 of the school year in which enrollment is sought; provided that upon submitting evidence to the Board of Education showing that the student was unable to attend school because of physical disability or service in the United States Armed Forces or auxiliary organizations by reason of which it was impossible to complete the twelfth grade before the age of twenty-one (21), a student may attend school in District until the student attains the age of twenty-six (26).
- C. Students with Disabilities: Students with disabilities may be entitled to attend school from three (3) years of age. District's Special Education Director should be contacted to determine eligibility of students with disabilities for early admission.
- D. Proof of Age: Unless identified as homeless in accordance with the McKinney-Vento Homeless Education Assistance Act, any student who is enrolling in school for the first time shall present upon enrollment a birth certificate which verifies the student's

age. If a birth certificate is not presented within four (4) weeks after its request, the student's enrollment may be terminated depending on the circumstances.

**Immunization Requirements:** No student shall be permitted to enroll in District unless the student presents to the school at the student's initial enrollment either:

- A. Certification from a licensed physician or authorized representative of the State Department of Public Health that such student has received, or is in the process of receiving, immunizations required by the Department of Public Health, or that such student is likely to be immune as a result of the disease; or
- B. A Certificate of Exemption form stating that the child is exempt from the immunization requirements on the ground that (1) the physical condition of the student is such that immunization would endanger the life or health of a student, signed by a physician; (2) the parent, guardian or person having legal custody of the child objects to such tests or immunizations for religious reasons; or (3) the parents, guardian or person having legal custody of the student claims an exemption for personal reasons. A copy of the Certificate of Exemption will be forwarded to the Department of Public Health for review and approval.

**Good Standing Requirement:** A student must be in good standing at the time of withdrawal from any previous school in order to enroll in District. A student who has been suspended from a public or private school in the State of Oklahoma or another state for a violent act or an act showing deliberate or reckless disregard for the health or safety of faculty or other students shall not be entitled to enroll in District, and no public school shall be required to enroll such student, until the terms of the suspension have been met or the time of suspension has expired.

**Residency Requirements:**

- A. Categories of Residency: The following students shall be considered legal residents of District:
  - 1. Students whose parent, legal guardian or legal custodian holds legal residence in District.
  - 2. Students who have been placed in a foster home within District (a) by the person or agency holding legal custody pursuant to court order, or (b) by a state agency having legal custody; provided that "foster home" means a family home, other than the home of a parent, step-parent, grandparent, brother, sister, uncle, or aunt, which provides full-time care for five or fewer children.
  - 3. Qualified students under a Special Power of Attorney as required by the Compact on Educational Opportunity for Military Students.

4. Students whose full-time care and custody is provided by an orphanage or a child care facility supported by charity.
5. Students who reside in District and are supporting themselves entirely by their own efforts.
6. Students who have been placed in a public or private residential child care or treatment facility and whose place of legal residence cannot be determined.
7. Students who are homeless persons as defined by the law.
8. Any other students provided for by law.

**B. Procedures for Determining Residency** - The following procedures shall be used to determine the residency of a student in District:

1. An admissions form shall be completed for each student initially enrolling to attend school in District. All other students may be requested to complete an admissions registration form at enrollment or at other times at the discretion of the Administration.
2. In determining the residency of a student, the Administration may require proof of residency and/or affidavits or verification of residency. Such proof may include, but is not limited to proof of payment of local ad valorem taxes, proof of rental payment or title to residential property in district, utility bill voter or car registration.
3. If a student is denied admission to a school in District by the Administration, the student shall be notified of the reasons for the denial in writing. The student may appeal the denial to District's Residency Officer in writing, stating the reasons for the appeal. District's Residency Officer shall be the Superintendent. District's Residency Officer shall consider the appeal and shall notify the student of the appeal decision in writing, stating the reasons for the decision. The decision of District's Residency Officer shall be final.
4. If a student has been admitted to attend school in District after establishing a bona fide legal residence in District, and thereafter moves and is no longer a resident of the district, the student shall be permitted to complete the current school year; provided that, if District determines that the student did not in fact establish a bona fide legal residence in District, the student's permission to attend school shall be revoked and tuition shall be charged for the days attended.

**Power of Attorney:** A parent or legal custodian of a child, through a properly executed power of attorney and without compensation, may delegate to another person, for a period to exceed

twenty-four (24) hours but not to exceed one (1) year, certain powers regarding the care and custody of the child as provided in law. The parent or guardian may withdraw or revoke the power of attorney at any time. The attorney-in-fact shall have those powers specified by law, including the right to enroll the child in school and to have access to all education records., or those powers specifically delegated to the attorney-in-fact.

**Withdrawals:** Students who attend school as resident students may be withdrawn from school:

- A. By the submission of proof that the student's residence for school purposes has changed or is about to change to another school district;
- B. By the submission of proof that the student has attained the age of eighteen (18);
- C. If the student has attained the age of sixteen (16), upon written agreement between the principal and the parent, guardian or custodian of the student that such withdrawal is in the best interests of the student and/or community, and that the student shall thereafter be under the supervision of the parent, guardian or custodian until the student has reached the age of eighteen (18); and
- D. By administrative action, if the student has had ten (10) consecutive unexcused absences.

**Placement and Assignment:** Students, including students who have been home-schooled, shall be assigned to a grade level or class based upon an assessment of the student's age, maturity, grades received, standardized test results, and/or abilities in accordance with Administrative Regulations.

Students transferring into District from a school not accredited by the Oklahoma State Department of Education (OSDE), or enrolling in District immediately after being a home-schooled student, shall be required to take comprehensive written examinations in the subjects studied or grades attended in the nonaccredited school. Results of the examinations will be utilized in determining the academic units or grade levels for which a student is to receive credit. In order for a student to enroll in courses that have prerequisites, the student must have passed the proficiency exam for that prerequisite. Proficiency must be demonstrated by exam on all courses required for graduation from District. Exams will be given only for courses offered at District. Copies of the exams and their results will be placed in the student's file.

A parent or guardian of multiple-birth siblings may request that the children attend the same school and be placed in the same classroom or in separate classrooms if the children are in the same grade level at the same school and meet the eligibility requirements of the class. The parent or guardian must request the classroom placement no later than fourteen (14) days after the first day of each school year or fourteen (14) days after the first day of attendance of the children during a school year if the children are enrolled in the school after the school year commences. The school may recommend classroom placement to the parents and provide professional education advice to

the parents to assist them in making the best decision for their children's education. A school must provide the placement requested by the children's parent or guardian, unless the Board makes a classroom placement determination following the school principal's request. At the end of the initial grading period, if the school principal, in consultation with the children's classroom teacher, determines that the requested classroom placement is disruptive to the classroom environment, the school principal may request that the Board determine the children's classroom placement.

**Placement of Student Victims:** Upon the Superintendent's receipt of notice from a juvenile bureau that a student of District has been adjudicated, or that adjudication has been withheld, an offense subject to the Juvenile Sex Offender Registration Act, District shall notify the victim and parent or guardian of the victim of their right to request to be separated from the offender at school and during school transportation. If the victim requests to be separated from the offender, District shall take appropriate action as required by law. The decision of the victim shall be final and not reversible.

**Open and Emergency Transfers:** A student whose parent(s) reside(s) outside District must apply for a legal transfer to attend school in District. District reserves the right to determine an appropriate school site for any student granted a transfer, and the granting of a transfer into District does not guarantee a transferred-student assignment to any particular school site. Assignments to a particular school site shall be made based upon available staff and space. NO student may transfer into the district if he or she has transferred before in same school year. NO student may transfer out of district in same year he or she transfers in.

Open or emergency transfers shall not be granted to and, if granted, may be cancelled for a subsequent school year or revoked for the current school year for students who:

1. Have exhibited discipline problems such as suspensions, multiple discipline referrals, or discipline referrals for major infractions; or
2. Have not maintained a minimum of eighty percent (80%) attendance in the semester or school year immediately preceding their application for a transfer or while attending District under a transfer.

In addition, in order to ensure that a sufficient allocation of District resources exists for potential incoming resident students, District reserves the right to deny and/or to cancel or revoke any transfer when approval or continuation of the transfer would cause District staff, programs, or space to exceed eighty percent (80%) of available capacity.

A. Open Transfers: Students meeting the criteria for transfers set forth herein shall be considered on a first-come, first-serve basis, subject to space availability. A request for an open transfer may be denied or if granted, may be revoked, if District does not offer the program the student requires or desires. However, District shall not accept or deny a transfer on the basis of ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language, measure of achievement, aptitude, or athletic ability.

The appropriate application must be completed and submitted to the Superintendent no later than May 31 of the school year preceding the school year for which the transfer is requested. By May 31 of the same school year, District shall notify the resident school district of the application for transfer. The Board of Education shall approve or deny the application for transfer no later than July 15 of the same year and shall notify the parents of the student of the decision. By August 1 of the same year, the parents of the student shall notify District that the student will be enrolling in District. Failure to do so may result in loss of the student's right to enroll for that school year.

On or before September 1, the Superintendent shall file with the State Board of Education and each resident district a statement showing the names of the students granted transfers to District, the resident school district of the transferred students, and their respective grade levels. A student granted an Open Transfer shall be entitled to continue to attend school in District until notified that the Open Transfer is revoked for a subsequent school year or cancelled for the current school year. A separate application must be submitted for each student who desires a transfer.

If a student is granted an Open Transfer by District, any sibling of the student granted an Open Transfer may attend school in District if the sibling meets the same criteria as set forth above. When a student is granted an Open Transfer to District for a particular school year, the student shall be required to submit a request for an Open Transfer for all subsequent school years in order to continue attending school in District unless and until District denies or revokes the transfer.

If an Open Transfer is revoked or cancelled, District shall notify the student's parents and the resident school district of the revocation or cancellation by July 15 prior to the school year for which the revocation or cancellation is applicable.

**B. Emergency Transfers:** In addition to the Open Transfer process provided above, students may be transferred on an emergency basis. A written application for an Emergency Transfer shall be made by the parent and submitted to the Superintendent. On an adequate showing of emergency, the Superintendent may make and order a transfer, subject to approval by the State Board of Education. An emergency shall include those reasons set forth in state law (70 O.S. §8-104).

An Emergency Transfer previously made may be canceled, with the concurrence of the Board and the parent. A student granted an Emergency Transfer shall be entitled to continue to attend school in District for the year in which the student is transferred unless the Emergency Transfer is cancelled, but must reapply for an Emergency Transfer on a yearly basis.

**Special Education and Gifted Education Transfers:** Transfers regarding these students will be considered in accordance with State Department of Education regulations.

**Military Parent Transfers:** District shall consider and, if appropriate, grant the transfer of dependent children of members of the active and reserve uniformed military services for whom Oklahoma is the home of record. The transfer shall be approved if a) at least one (1) parent of the student has a Department of Defense-issued identification card; b) at least one (1) parent can provide evidence that he or she will be on activity duty in compliance with official orders to another location

Adopted:

Revised:



in support of combat, contingency operations, or a natural disaster for more than thirty (30) consecutive days; and c) the student will be residing with a relative who lives in District or will be living in District within six (6) months of the application for a transfer. (70 O.S. §8-103.1).

### **ATTENDANCE**

**General:** Every student shall attend school regularly. Regular attendance at school is necessary for students to successfully progress in and fully benefit from the educational experience, teaches students the necessity of regular attendance in preparation for work, and teaches students to be personally responsible. The Administration shall notify a student's parent or guardian regarding the student's absences and tardies as set forth in Administrative Regulations or Student Handbook.

**Absences:** Students are expected to attend all classes if possible. Absences from scheduled classes due to participation in school-sponsored or endorsed activities shall be excused absences but shall not exceed ten (10) days unless approved by the Superintendent or the Superintendent's designee or otherwise excepted as set forth herein. Absences due to activities for which the student is attempting to earn or has earned the right to compete on a state or national level and absences due to participation in a remote Internet-based course approved by the Board shall not be considered for purposes of the ten (10) day limitation. Additionally, the sponsor of an extra-curricular activity may submit a request for an exception to the principal when a student has a GPA for the current semester of 3.0 or higher.

**Attendance Policy:** The student Attendance Policy is set forth in the Student Handbook. Students must comply with the attendance policy. However, the Superintendent has the specific discretion to grant a waiver to qualified students under the Compact on Educational Opportunity for Military Children.

**Tardiness:** Tardy is defined as arriving after the class bell rings at the beginning of the school day and at the beginning of each class.

**Early Dismissal:** A student shall not be excused and dismissed from school before the end of the school day without an approved written request for early dismissal from the student's parent or guardian or the approval of an administrator. Telephone requests for early dismissal of a student will only be honored if the caller can be positively identified as the student's parent or guardian. Additional precautions regarding excusing students from school may be taken as appropriate to the age of the student and/or as circumstances warrant.

**Truancy:** District may take reasonable measures to enforce the provisions of the compulsory attendance laws to ensure that all students attend school on a consistent basis. During the times when school is in session, the District's attendance officer or any District administrator may detain and assume temporary custody of any student enrolled in District who is subject to the

compulsory attendance laws, who is found away from home, and who is absent from school without excuse.

District's attendance officer is the Superintendent, and the Superintendent is responsible for enforcing the attendance requirements. The Superintendent shall maintain a record of student attendance and shall notify a student's parent or guardian of the student's unexcused absence. If a student has six (6) or more unexcused absences within a six-week period or is absent without excuse for ten (10) or more days per semester, the Superintendent shall advise the student's parent or guardian and report the absences to the county's district attorney.

### **Class Interruptions:**

District's value the learning experiences that take place in the classroom environment. Frequent interruptions of the learning environment tend to disrupt the continuity of the instructional process and the time lost from class is irretrievable. Therefore, it shall be the policy of the district to limit classroom interruptions as much as possible to those instances when it is necessary to intrude for administrative purposes or to communicate school-related information and approved announcements to the general faculty and student population.

The board supports the concept that all class interruptions should be kept to a minimum. The superintendent and the principals should monitor such interruptions to determine that they are necessary, brief, and infrequent.

Unless approved by the building administrator, students will not be called from class to receive non-emergency messages and notices. School personnel will not accept unapproved deliveries for students at school.

**GRADING, PROMOTION, RETENTION, AND GRADUATION**

**Grading:** The grading system is designed to promote continuous evaluation of student performance, communicate student progress, and celebrate student successes. Administrative Regulations or Student Handbook may set forth District's grading system, including class ranking.

**Testing:** No minor student shall be required to submit to psychiatric or psychological examination, testing or treatment without the prior written consent of the parent or guardian. No District employee (without written parental consent) shall elicit by written survey or written examination from any student information of a personal or private nature concerning any of the following areas:

1. Political affiliations;
2. Religious beliefs;
3. Sexual behavior and attitudes;
4. Illegal, anti-social, self-incriminating and demeaning behavior;
5. Mental or psychological problems potentially embarrassing to the student or his family;
6. Critical appraisals of other individuals with whom the student has a close family relationship;
7. Legally recognized privileged and analogous relationships, such as those of lawyers, physicians and ministers; and
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

This policy does not require parental consent to regular classroom activities, the curriculum, or any teaching techniques or methods.

**Homework:** Teachers may assign homework to students. The type, frequency, and quantity of homework to be assigned shall be determined by the teacher based on the needs of the students and the subject matter being taught.

**Supplies:** Students may be required to buy material for use in classroom activities or projects that are optional and/or extra-curricular projects that may be taken home when student has completed the project.

**Report Cards and Progress Reports:** District shall make report cards available to parents and/or guardians each 9 weeks. In addition, teachers may send progress reports, may make telephone calls, and may schedule personal visits as needed to report student progress to parents and/or guardians. Parent-teacher conferences are scheduled periodically.

**Transcripts:** A transcript is any record of a grade or grades given to a student by a teacher such as a report card. Students requesting a copy of their transcript shall be provided a copy. However, if a student has failed to return any textbook or failed to make payment for a textbook which has not been returned, District shall withhold the transcript until such time as payment is made. The Superintendent may waive the withholding of a student's transcript because of failure to return a textbook or failure to remit payment for a textbook depending on the circumstances involved.

**Promotion:** Students may be promoted based on proficiency as provided by law and the regulations of the State Department of Education.

**Retention:** In general, students shall be placed at the grade level to which they are best adjusted academically, socially, and emotionally. The educational program shall provide for the continuous progress of students from grade to grade, with students spending one year in each grade. However, some students may benefit from staying another year in the same grade, and under certain circumstances, a student may be retained more than once.

Each school shall form a committee to review and make decisions regarding retention and promotion. The committee shall be composed of a classroom teacher, a counselor when available, the building principal, and any additional personnel assigned by the principal. Criteria to be considered by the committee shall include attendance, testing, assignments, and the student's level of maturity. Retention may be considered when:

1. The student is achieving significantly below ability and grade level;
2. Retention would not cause an undue social and emotional adjustment; and
3. Retention would have a reasonable chance of benefitting the student's development.
4. In addition, retention of certain students may be mandated by state law if the student achieves below the requisite score on statewide criterion-referenced tests.

Whenever the committee recommends that a student be retained at the present grade level or recommends that a high school student not be passed in a course, the student's parent or guardian shall be notified of such recommendation. If the student's parent or guardian is dissatisfied with the recommendation for retention on the basis of items 1-3 set forth above, the parent or guardian may appeal the decision to the Board by submitting a written request for an appeal to the Superintendent. The decision of the Board shall be final. There shall be no appeal procedure for mandatory retention on the basis of item 4 set forth above.

**Third Grade Retention:** Any student enrolled in kindergarten, first, second, or third grade in an Oklahoma public school shall be assessed at the start of each school year using a screening instrument approved by the State Board of Education. The assessment shall determine the acquisition of reading skills including, but not limited to, phonological awareness, phonics, spelling, reading, fluency, vocabulary and comprehension. Any student who is found not to be reading at the appropriate grade level shall be provided a reading instruction program to help them acquire the appropriate grade level reading skills. This program shall continue until the student is determined, through the results of approved reading assessments, to be reading on grade level.

Beginning with students entering the first grade in the 2011-2012 school year, if the reading deficiency of a student is not remedied by the end of the third grade, as demonstrated by scoring at the unsatisfactory level on the reading portion of the statewide third-grade criterion-referenced test, the student shall be retained in the third grade. The student's parent or guardian shall be notified in writing of the following:

- (1) That the student has been identified as having a substantial reading deficiency;
- (2) A description of the services that have been provided to the student;
- (3) A description of the proposed services and supports that will be provided to the student in order to remediate the identified area of deficiency;
- (4) That the student will not be promoted to the fourth grade if the reading deficiency is not corrected by the end of the third grade, unless the student meets one of the "good cause" exemptions listed below;
- (5) Strategies for parents to use in helping their child become more proficient in reading;
- (6) That while the results of the statewide criterion-referenced tests are the initial determinants, they are not the sole determiner of promotion and that portfolio reviews and assessments are available; and
- (7) The specific criteria and policies of the district for midyear promotion.

If a student does not meet the academic requirements for promotion at the end of the school year, the student may only be promoted if the student meets one of the statutory exemptions for "good cause". The statutory exemptions are as follows:

- (1) Limited-English-proficient students who have had less than two years of instruction in an English language learner (ELL) program;
- (2) Students with disabilities whose individualized education plan (IEP), consistent with Oklahoma law, indicates that the student should be assessed with alternative achievement standards through the Oklahoma Alternative Assessment Program (OAAP);

- (3) Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment that has been approved by the State Board of Education;
- (4) A student who demonstrates that he or she is reading on grade level through a student portfolio showing mastery of the state standards beyond the retention level;
- (5) Students with disabilities who participate in statewide criterion-referenced tests and who have an IEP that reflects that the student has received intensive reading remediation for more than two years, but is still demonstrating a deficiency in reading and was previously retained in kindergarten, first grade, second grade, or third grade; and
- (6) Students who have received intensive remediation in reading through a program of reading instruction for two years or more, but are still demonstrating a deficiency in reading and who were previously retained in kindergarten, first grade, second grade, or third grade for a total of two years.

A student who is promoted for “good cause” shall be provided with intensive reading instruction during an altered instruction day and requests to exempt students from the mandatory retention requirements based on one of the “good cause” exemptions listed above shall be made according to the following process:

- (1) The teacher of the student requesting the exemption shall submit documentation to the school principal indicating that the student meets one of the “good cause” exemptions and that promotion of the student is therefore appropriate. The documentation submitted shall be limited to the alternative assessment results or student portfolio work and the IEP, as applicable;
- (2) The school principal shall review and discuss the documentation with the teacher. If the principal determines that the student meets one of the “good cause” exemptions and should be promoted based on documentation provided, the principal shall make a written recommendation for the student’s promotion to the school district superintendent; and
- (3) After the superintendent completes the review of the documentation, the superintendent shall accept or reject the recommendation of the principal in writing.

**Acceleration:** Based on results of assessments, students may be accelerated ahead of grade level. Such acceleration shall only occur after discussion with the student’s teachers and counselors and approval of the student’s parent or guardian and principal.

**Credit for Advanced Courses:** The Board believes that an important part of the educational process is the encouragement of students to strive for their intellectual limits.

### **High School Courses:**

One method of encouraging students to challenge themselves is to provide qualified students from all grades the option of enrolling in high school courses for credit. This board will provide the opportunity for any student to receive high-school graduation credit for taking high school courses under the following conditions:

1. The course will be a course regularly taught as a high-school course (Example: Algebra I).
2. The course will be taught by a teacher certified to teach the class as a high-school course.
3. The student will successfully complete the course.

**Advanced Placement:** The advanced placement program allows qualified students to receive dual credit for a specific class. These classes are designed to have the academic rigors of a college class, and the instructors have received specialized training in the areas being taught. The grading scale for these classes will be as follows:

A - 4 points

B - 3 points

C - 2 points

Students in danger of receiving a grade lower than a “C” will be removed from the class and will receive no credit.

There will be an end of the year exam for each of these classes. Students who wish to receive college credit may take the test. There will be a fee. If the score is high enough, dual credit (high school and college) will be received. Regardless of the score, high school credit will be given.

**Concurrent College Enrollment:** As an additional opportunity, and in compliance with state law, the Board will approve the enrollment of high-school students in college courses. An eleventh-grade student or a twelfth-grade student who has achieved an acceptable score on the American College Test (ACT) or the Scholastic Achievement Test (SAT) test may enroll concurrently in high-school and college courses. Students may receive dual credit (high school and college).

Students who are members of District’s Gifted and Talented Program, or any student that qualifies for concurrent enrollment, and successfully completes credit in concurrent enrollment is eligible for a reimbursement of up to a maximum of \$500.00 per semester for students who are a member of District’s Gifted and Talented Program or for reimbursement of up to a maximum of \$500.00 per semester for any student that qualifies to take concurrent enrollment:

1. Summer after their Sophomore year
2. Fall of their Junior Year



3. Spring of their Junior Year
4. Summer after their Junior Year
5. Fall of their Senior Year
6. Spring of their Senior Year

The reimbursement is available to cover cost of books, fees, and tuition for Juniors and books, fees, and tuition over and above the amount paid by the State of Oklahoma for Seniors. No other expenses incurred will be reimbursed. To determine successful completion and qualify for reimbursement, the student must provide a transcript that shows a passing grade for the class for which the reimbursement was requested. No reimbursement will be made for any reason for students that do not complete the course and/or fail to make a 2.0 or above for the course. All requests for reimbursement must be accompanied by receipts showing that the cost has been paid for by the student. The requests and receipts must be presented to the encumbrance clerk on or before June 10<sup>th</sup> of the school year that the expense was incurred. Items presented after June 10<sup>th</sup> will not be reimbursed.

College Credit earned through concurrent enrollment shall be placed on the student's permanent transcript after the student's completion of his/her 7<sup>th</sup> semester of High School enrollment.

**Graduation Requirements:** In order to graduate from District, students must complete certain course requirements and tests and be enrolled in District as set forth in Administrative Regulations or Student Handbook and state law.

**Graduation Exercises:** Graduation exercises are an important event in the educational process, and student participation in and student conduct at graduation exercises shall be governed by Administrative Regulations or Student Handbook. Valedictorians and salutatorians shall be selected as set forth in Administrative Regulations or Student Handbook.

### **STUDENT ACTIVITIES**

**General:** Student activities are an important part of the total educational program. Student activities shall be scheduled so as to result in the least interference with curricular activities and classes. Student participation in student activities shall be voluntary and in accordance with any Administrative Regulations governing such participation. In order to be excused from classes to participate in student activities which are scheduled during the school day, a student shall be passing in all assigned subjects and shall be in compliance with all Administrative Regulations governing such participation.

**Organizations:** District shall permit the formation of student organizations as provided by Administrative regulations and procedures. Student organizations shall have at least one (1) faculty advisor and shall comply with state law, District policy, and any Administrative Regulations regarding funds from student activities.

**Government:** District shall permit the formation and operation of student government which shall provide students with an opportunity to participate in the workings of the democratic process. The student government shall not have any authority to make policies and/or regulations for District, nor shall they have any authority regarding disciplinary matters except for recommending the removal of a member. The student government may make recommendations to the Administration on any topic.

**Publications:** District may establish official District-sponsored publications as a forum for student expression. Official District-sponsored publications may include newspapers and yearbooks. The preparation, publication, and distribution of such student publications shall be done by students working under the supervision of a faculty advisor and shall be done in accordance with the law, District policy, and any applicable Administrative Regulations and procedures.

**Contests and Competitions:** Students may participate in various contests and competitions whether sponsored by District or by other organizations when approved by the appropriate administrator. In determining participation in contests and competitions, District administrator shall consider the primary educational aims of District and the needs and interests of the students. Contests shall not be used to promote private or commercial interests or to promote the sale of competitive goods or services. All contests to be conducted shall comply with any applicable Administrative Regulations and procedures. District may provide funds for transportation, registration, and lodging, when necessary, for students who are approved to attend district, regional, state, or other competitions.

**Other Extra-curricular Activities:** A well-organized and well-conducted extra-curricular program is a potent factor in the morale of the student body and an important phase of good community-school relations. Students benefit through opportunities to grow physically and intellectually, to develop self-discipline, and to contribute to a team effort which is made possible

by participation in extra-curricular and athletic activities. The eligibility of students to participate in the District's extra-curricular programs shall be monitored by coaches, sponsors, and principals.

Insurance against accident or injury, if required by any applicable law or regulation or desired by the parent or guardian of the student, shall be provided by the student who engages in extra-curricular activities, and will not be provided by the school.

**Head Injury and Concussion Prevention and Management:** Pursuant to 70 O.S. Section 24-155, And in an effort to maximize student safety with respect to head injuries and concussions which can occur as a result of athletic participation, schools will work in conjunction with the OSSAA to educate coaches, students and parents/guardians about head injuries and concussions, the risks therefor, and about continuing to play after a head injury or concussion, as follows:

1. Each year prior to participation in any athletic practice or competition, students and parents/guardians shall be required to complete and sign a concussion and head injury information sheet and acknowledgment form which will be kept on file in the district. The school district will utilize and distribute the sheets and forms developed by the OSSAA, copies of which may be obtained through the school administration office or on the OSSAA website; [www.ossaa.com](http://www.ossaa.com).
2. Each year, head injury and concussion fact sheets shall be provided to all coaches and trainers within the district. In addition, all coaches and trainers shall annually review relevant information and materials relating to the prevention, identification and management of head injuries and concussions.
3. Any athlete suspected of receiving a head injury or concussion during a practice or game shall be promptly removed from participation at that time.
4. An athlete who has been removed from participation in a practice or game upon suspicion of head injury or concussion shall not be allowed to return for participation in any athletic practice or game until the following three conditions have been met:
  - a. The athlete has been evaluated by a licensed health care provider who has been trained to evaluate and manage head injuries and concussions; and
  - b. Said health care provider issues a written clearance for the student to return to participation; and
  - c. The written clearance is on file with District.
5. In order to facilitate communication between administrators and coaches of all school sports with respect to students with head injuries or concussions who might participate in multiple sports within the district, the district athletic director shall compile and distribute to all administrators and coaches a master list containing the

following information about any individuals who have been removed from athletic participation due to a suspected head injury or concussion:

- a. The athlete's name;
- b. The date the suspected head injury or concussion occurred;
- c. The sport in which the athlete was participating at the time of injury; and
- d. Any other sports in which the student participates or may be participating within the District6 in the given school year; and
- e. Date of return to athletic participation, along with confirmation that all three conditions listed in 4, *above*, were met.

**Field Trips:** Field trips are considered appropriate extensions of the classroom and should stimulate student interest and inquiry in the subject being taught.

**Overnight Student Trips:** All overnight student trips will include a minimum of one adult sponsor for each hotel room. The adult sponsor must be approved by the building principal and superintendent prior to the trip.

### **STUDENT SERVICES**

**Special Education Students:** District shall provide those necessary services for handicapped and/or disabled students which are required by law and/or regulation.

**Student Assistance Program:** Alcohol and drug use impair a student's abilities and limit the effectiveness of the student's educational program. District shall provide a Student Assistance Program which shall be a cooperative effort to provide alcohol and drug abuse prevention education, early identification, referral, and support to students. In addition, certain students may be required to participate in drug testing programs, as set forth in the school handbooks and regulations.

**Gifted Student Programs:** District shall provide programs for gifted students in accordance with District's plan for gifted and talented students to be prepared, implemented, and maintained by the Administration.

**Alternative Education:** District is a member of the alternative education cooperative with other schools in the surrounding area, and the cooperative provides an alternative education program for at-risk or high-challenged students.

District shall not provide transportation to or from alternative school for alternative students.

**Homebound Services:** District shall provide homebound services to: 1) any student with a medical condition so severe that it will cause the student to be absent from school for two consecutive weeks or more and whom the homebound team determines can benefit educationally from such a program; 2) any pregnant student whose medical condition requires confinement to the home; or 3) any disabled student whose educational needs can best be met by such a program, as determined by an Individualized Education Program (IEP) Team or Section 504 Accommodation Team. Eligibility for homebound services, the services provided, and the duration of such services shall be determined by the homebound team, the IEP team, or the Section 504 Accommodation Team, whichever is appropriate. The Administration may develop, implement, and maintain procedures for providing homebound services to students.

**Summer School/Night School:** The Board may authorize the conducting of summer school or night school as deemed appropriate. In adopting either a summer school or night school program, the Board shall determine an appropriate curriculum, teacher compensation, and admissions guidelines.

**School Counselor:** District employs School Counselors who may serve as liaisons between students, teachers, and parents, and may provide personal counseling, educational planning, career planning, enrollment, and individual and group testing. Students may be referred to a School Counselor by teachers or principals. In addition, parents who wish to meet with a School Counselor

may schedule an appointment and students may request an appointment through their home-room teacher.

**Work-Study:** District may establish by regulation a work-study program for students in their senior year of high school.

**STUDENT RECORDS**

**General:** District shall make and keep such student records as are necessary and as are required by law, policy, or regulation.

**Notification of Rights:** District is subject to and complies with the Family Educational Rights and Privacy Act (FERPA). Student records, including course grades of students, will be maintained confidentially as required by law. Within the first three weeks after the start of classes each school year, District shall cause a Notification of FERPA Rights to be published in selected area newspapers. In addition, District shall provide a Notification of FERPA Rights to each student or parent or guardian of a student by placement in the student handbook(s). District reserves the right to disclose Directory Information as set forth in the Notification of FERPA Rights. The Board hereby designates the following information to be directory information:

1. The student's name, address, and telephone number;
2. The names of the student's parents;
3. The student's date and place of birth;
4. The student's major field of study and class designation (i.e., first grade, tenth grade, etc.);
5. The student's extracurricular participation;
6. The student's achievement awards or honors;
7. The student's weight and height if a member of an athletic team;
8. The student's photograph;
9. The student's electronic mail address;
10. The students dates of attendance; and
11. The most recent educational institution the student attended prior to the student enrolling in this district.

District will disclose any of the above items electronically or otherwise without prior parental consent, unless notified in writing within ten (10) days from the date of student enrollment that any or all of the above information should not be released without consent.

**Requests for Disclosure:** Any person requesting to inspect or obtain copies of student records shall submit a written request for disclosure to the Superintendent or the Superintendent's designee as specified in Administrative Regulations. Student records shall not be released absent consent of the parent, guardian, or eligible student except in accordance with the provisions of FERPA and state law.

**Records of Requests for Disclosure:** District shall maintain an accurate record of all requests for the disclosure of information, requests to permit access to a student's educational records, and a record of any information disclosed or access granted. Such record shall not be maintained as a part of each student's school records, but shall be maintained by the records custodian. Such record shall contain the name of the person or agency making a request, the date of the request, the interest of the person or agency requesting the information, whether the request was granted, and the date access was permitted or disclosure was made. Records of requests for information will not include requests by parents or the student, requests by school officials or others with a legitimate educational interest, requests accompanied by the prior written consent of a parent or eligible student, or any requests for directory information.

**Procedures to Amend Records:** The hearing procedures to be used when a parent or eligible student requests a hearing to amend a student's record shall be set forth in Administrative Regulations.

**Fees for Copies:** District may charge fees, as set forth in District Policy BA and/or any applicable Administrative Regulations for all copies made pursuant to a request for student records plus the actual cost of mailing any copies made.



### **STUDENT DRESS CODE**

**General:** There exists a correlation between the quality of a student's performance, conduct, and appearance. Therefore, all students are expected to be groomed and dressed appropriately. Clothing and grooming must be such that they do not constitute a health or safety hazard. Grooming and dress must not constitute a distraction or interfere with educational opportunities of other students.

Principals, in conjunction with sponsors, coaches, or other persons in charge of extracurricular activities, may regulate dress and grooming of students who participate in a particular activity if the principal reasonably believes that the student's dress or grooming creates a hazard, or may prevent, interfere with, or adversely affect the purpose, direction, or effort required for the activity to achieve its goals. Clothing normally worn when participating in a school-sponsored extracurricular or sports activity may be worn to school when approved by the sponsor or coach (i.e.: cheerleader outfits, pom team and band uniforms, team shirts).

If a student's dress or grooming is objectionable under the above provisions, the principal shall request the student to make appropriate corrections. If the student declines, the principal shall notify the student's parents or legal guardian and request that person to make the necessary correction. If both the student and parent or legal guardian refuse, the principal shall take appropriate disciplinary action. The principal's judgment concerning the appropriateness of clothing is final.

Students who violate provisions of the dress code and who refuse to correct the violation may be disciplined by removal or exclusion from extracurricular activities. In extreme cases, students may be suspended until the violation is corrected.

#### **Specific Prohibitions:**

The following are specifically prohibited:

1. Short shorts, gym shorts, boxer shorts, spandex shorts, sweat pants, leggings, athletic shorts, see through tops, cutoffs, and extremely short skirts; and undergarments worn as regular tops or bottoms. Shorts and skirts must be mid-thigh or longer in length.
2. Fishnet shirts, tank tops, string or spaghetti strap tops, halter tops, tube tops, backless articles, and shirts or blouses that do not overlap skirts or trousers, unless worn over an appropriate sleeved undergarment. Shirts should cover the chest. Bare midriffs and shoulders are not permitted; one's cleavage should be unexposed. No clothing with holes or rips permitted.
3. Writing or pictures on clothing or patches that suggest obscenity or vulgarity, or that promote activities prohibited by the District code of conduct. Students are not

permitted to wear any clothing with sexually suggestive or derogatory pictures or phrases, or advertising of alcohol, tobacco, drugs or any advertisement or picture interfering with the educational process.

4. Indoor wearing of hats or caps or other headgear.
5. Any clothing and/or jewelry deemed to be related to violence or gang activity. No spiked jewelry.
6. Frayed or purposely torn clothing, including pants with holes above the knees.
7. Such accessories as bandannas, gloves, chains, ropes, straps, head scarves, sunglasses (inside buildings), etc.
8. All students must wear shoes. No rubber thongs, or flip flops allowed. No street shoes may be worn on the gym floor.

Student attire must be adequate to insure a decent appearance. Traditional footwear must be worn at all times.

With ever-changing styles, additional guidelines may be established to help maintain high standards. There may be changes, interpretations, or exceptions to the dress code as deemed necessary by administrators. These changes or interpretations will be dependent upon safety conditions or situations that develop.

Administration retains the discretion to approve deviations from this policy for legitimate reasons, including religious tenants and beliefs and health issues, as determined appropriate and necessary.

#### **Extra-Curricular Activity Dress Code:**

All students representing District at public events (athletic, music or other activities that take place before the public) will dress in a manner so as to project the best image possible on our school and community. It is the expectation of the administration of District that activity sponsors establish and enforce standards for dress at public events that meet or exceed standards previously set forth in this regulation. These standards shall be submitted in writing to the principal for approval.

District's dress code for activities is as follows:

- a. activity uniforms
- b. activity hats
- c. nice blue jeans (with no holes)

- d. slacks
- e. dresses
- f. skirts
- g. collared dress shirts or knit shirts tucked into the slacks or jeans unless the top is made to be worn otherwise (no t-shirts)
- h. sweaters
- i. Blouses
- j. shoes
- k. socks (for boys)
- l. hair neatly trimmed  
(Required for athletes during the season or participation)
- m. no facial hair  
(Required for athletes during the season of participation)

Clothing other than that listed above must be approved in advance by the activities sponsor and the principal. Sponsors may require additional and/or more specific attire appropriate for the event.

**STUDENT CODE OF CONDUCT**

Students are expected to conduct themselves as ladies and gentlemen at all times and shall adhere to all rules, regulations, and policies formulated by the Administration and the Board as set forth in District Policy and applicable student handbook. Students shall at all times respect the rights of fellow students and of District personnel and shall not provoke any other individual or inflict physical harm upon another, except in self-defense. Courtesy and good manners should be the key to a student's conduct at school. A good attitude towards teachers, staff, and fellow students will make school enjoyable for all. Students shall respect District property and the property of others and may be required to pay for damages intentionally inflicted on District property or the property of others.

Students who engage in conduct or activities which are prohibited by this policy may be subjected to disciplinary action up to and including suspension from school. The disciplinary action taken shall depend upon the nature and severity of the violation and the student's past record of violations, if any. While students are (a) in attendance at school or any function authorized or sponsored by District; (b) in transit to or from school or any function authorized or sponsored by District; or (c) on any property subject to the control and authority of District, students are prohibited from engaging in the following conduct or activities:

1. Smoking, using, and/or possessing tobacco products as defined in Policy BB;
2. Using, consuming, possessing, or being under the influence of, selling, transferring, distributing, or bartering any alcoholic beverage or low-point beer as defined by state law;
3. Using, consuming, possessing, or being under the influence of, selling, transferring, distributing, or bartering any narcotic drug, stimulant, barbiturate, depressant, hallucinogenic, opiate, inhalant, counterfeit drug, or any other controlled dangerous substance as defined by federal or state law or regulation including any substance which is capable of being ingested, inhaled, or absorbed into the body and affecting the central nervous system, vision, hearing, or other sensory or motor function.
4. Using, possessing, selling, transferring, distributing, or bartering any drug paraphernalia;
5. Use of a wireless telecommunication device in a way contrary to Policy BJ or to Administrative Regulation BJ-R.
6. Possessing, using, transferring possession of, or aiding, accompanying, or assisting another student to use any type of weapon, which term includes but is not limited to: guns; rifles; pistols; shotguns; ammunition; any device which throws, discharges, or fires objects, bullets, or shells; knives; explosive or incendiary devices, including

fireworks; hand chains; metal knuckles; or any object that is used as a weapon or dangerous instrument, and any facsimile weapon, including B-B guns;

7. Disobeying, showing disrespect for, defying the authority of, or being insubordinate to a teacher, administrator, or other District employee, including bus drivers, secretaries, custodians, and cafeteria workers;
8. Leaving school grounds or activities at unauthorized times without permission; or loitering in parking areas or between school and town during school hours or activities;
9. Refusing to identify or falsely identifying one's self to District personnel;
10. Entering, without authority, into classrooms or other restricted school premises;
11. Engaging in conduct which endangers or jeopardizes the safety of other persons;
12. Engaging in bullying which is defined as any pattern of harassment, intimidation, threatening behavior, physical acts, verbal or electronic communication directed toward a student or group of students that results in or is reasonably perceived as being done with the intent to cause negative educational or physical results and is communicated in such a way as to disrupt or interfere with the school's educational mission or the education of any student;
13. Engaging in threatening behavior which is defined as any pattern of behavior or isolated action, whether or not it is directed at another person, that a reasonable person would believe indicates potential for future harm to students, school personnel, or school property;
14. Using profanity, vulgar language or expressions, or obscene gestures;
15. Committing acts of sexual harassment as defined by District Policy or sexual assaults;
16. Assaulting, battering, inflicting bodily injury on, or fighting with another person;
17. Creating or attempting to create a classroom disturbance, acting in a disorderly manner, inappropriate displays of affection, disturbing the peace, or inciting, encouraging, prompting, or participating in attempts to interfere with or disrupt the normal educational process;
18. Showing disrespect, damaging, vandalizing, cutting, defacing, or destroying any real or personal property belonging to District or any other person;
19. Engaging in extortion, theft, arson, gambling, immoral behavior, forgery, possession of stolen property, and cheating; and

20. Refusing to do required assignments, refusing to go to assemblies directly from class, leaving class before being dismissed, being out of class during class period, failure to take books and supplies to class, passing notes in class, chewing gum or candy in class, and any behavior in class that interferes with the learning of others. Violating District's policies, Administrative Regulations, Student Handbook provisions, rules, practices, or state law.
21. Immorality at school or school activity, use of foul language or obscene gestures at school or school activity, public displays of affection, or showing poor sportsmanship at activities.
22. Running or being excessively noisy in hallway, lunchroom misconduct, bringing any audio, radio or tv appliance to school without permission.
23. Not parking in assigned parking areas, reckless driving on campus or any street adjacent to campus at any time.
24. Violating District's policies, Administrative Regulations, Student Handbook provisions, rules, practices, or state law.

Any student conduct or activity which does not a) occur on school property, b) while the student is in transit to or from school or a school function, or c) on any property subject to the control and authority of District shall be prohibited if such conduct or activity is: a) a continuation of activity which began on school property, b) adversely affects or poses a threat to the physical or emotional safety and well-being of other students, employees, or school property, c) any form of communication specifically directed at students or school personnel which is considered to be bullying or threatening behavior, or d) disrupts school operations.

In addition to disciplinary actions, District, acting through the Superintendent or a principal, may refer matters to local law enforcement for investigation and prosecution and may pursue criminal complaints and/or charges when a student's actions are criminal in nature.

District will provide instruction and guidance to students and employees with respect to prevention and prohibition of improper conduct, including harassment and bullying, during the course of each year. To the extent feasible, District will implement suggestions of the Safe School Committee(s) in providing this instruction.

### **STUDENT SEARCHES**

**Searches:** As allowed by law, the Superintendent, any principal, teacher, or security personnel who has reasonable belief shall have the authority to detain and search, or authorize the search of, any student or property of a student for dangerous weapons, controlled dangerous substances, intoxicating beverages, low-point beer, or missing or stolen property. In addition, any police officer in possession of a valid warrant or with probable cause may search a student or a student's locker or vehicle.

Any search of a student to be conducted by District employees shall be conducted by a person of the same sex as the student being searched and shall be witnessed by at least one other person. The extent of any search shall be reasonably related to the objective of the search and shall not be excessively intrusive in light of the age and sex of the student and the nature of the infraction. No strip searches shall be conducted by District personnel, and only cold weather outerwear shall be removed prior to or during any search.

Students are personally responsible for any items found in their lockers, desks, vehicles, book bags, back packs, or other personal items. Students shall not have any reasonable expectation of privacy in the contents of school lockers, desks, or other District property. District personnel shall have access to lockers, desks, and other District property and shall not be required to have any reasonable suspicion to search lockers, desks, and other District property. In addition, all student vehicles in any District parking lot shall be subject to search at any time.

If a student is searched and found to be in possession of any dangerous weapons, controlled dangerous substances, intoxicating beverages, low-point beer, or missing or stolen property, such items may be taken from the student and preserved, and the student in possession of such items may be disciplined according to applicable law, District Policy, and Administrative Regulation.

In conducting any search authorized by this policy, District may utilize trained dogs to detect prohibited items. If a dog alerts to a student's locker or vehicle or to a classroom or common area, the area may be searched. If a dog alerts to a locked student vehicle, the student shall be requested to unlock the vehicle's doors and trunk. If the student is under 18 years of age and the student refuses, the student's parent or guardian shall be notified and requested to unlock the vehicle. If the student or the student's parent or guardian refuses to unlock the vehicle, District may contact appropriate law enforcement personnel to respond to the issue.

**Reporting:** Any employee who has reasonable cause to suspect that a student may be under the influence of or has in his or her possession, alcoholic beverages, low-point beer, or a controlled dangerous substance shall immediately notify the principal of such suspicions. The principal shall immediately notify the Superintendent and, if possible, a parent or legal guardian of the student.

**STUDENT DISCIPLINE, SUSPENSION, AND DUE PROCESS**

**Discipline:** Good discipline is vital to the educational program. Discipline should be fair, dignified, and administered with an even temper. Discipline may include, but is not limited to, conferences with students, parents, or guardians, in-school detention, detention, referral to counseling or appropriate social agency, referral to law enforcement, behavioral contract, financial restitution, restriction of or revocation of privileges, in-school suspension, corporal punishment, and suspension. Disciplinary action shall be based on an assessment of the circumstances surrounding each infraction and may take into consideration the following criteria:

1. the student's attitude;
2. the seriousness of the offense;
3. the effect of the offense on other students;
4. whether the offense is physically or mentally injurious to other people;
5. whether the incident is isolated or repeated behavior; and
6. any other circumstances which may be appropriately considered.

**Students with Disabilities:** Students with disabilities as defined by the Individuals with Disabilities Education Act ("IDEA") shall be disciplined in accordance with the policies and procedures established by the Oklahoma State Board of Education. Unless otherwise prohibited by law, students who are "handicapped" as defined by Section 504 of the Rehabilitation Act ("Section 504") or students who are "disabled" as defined by the Americans with Disabilities Act ("ADA") shall be subject to the same discipline policies and regulations as any other student.

**Corporal Punishment:** District recognizes corporal punishment as a means of discipline. However, corporal punishment shall be used only as a last resort and only after other reasonable corrective measures have been used without success. Corporal punishment may be administered only after consultation with the administrator or the administrator's designee, and only in the presence of a witness. Corporal punishment shall only be administered in the principal's office or another location where some degree of privacy exists. Other than corporal punishment, employees shall not use physical force against a student unless such force is reasonably necessary for the employee's self-defense, for the preservation of order, for the protection of others, or for the protection of property of another person or the District.



**In-School Intervention (ISI):** The objective of this program is to provide an alternative to out of school suspension for those students who fail to function acceptably in the educational setting. ISI is in lieu of the regular school day. For a student to be placed in ISI, parental contact will be made. The student will sign a procedural contract so there is no misunderstanding about the intent of the In-School Intervention program and its policies/procedures. When a student is suspended out of school (OSS) while in ISI, the student will return from OSS to complete the remaining portion of ISI. Any student placed in ISI will not be allowed to participate in any school activity, including practice, while in ISI. Days spent in ISI will count against a student's attendance for nine weeks tests incentives. Tardies during the student's stay in ISI will result in one additional day in ISI. If a third tardy occurs, the student will be suspended out of school for the remainder of the days accrued.

**Suspension:** An administrator may suspend a student when the student's behavior is in violation of District's Student Conduct Policy, Administrative Regulations, student handbook directives, or directives received from school authorities and the behavior occurs while the student is:

- A. in attendance at school or any function authorized or sponsored by District;
- B. in transit to or from school or any function authorized or sponsored by District;
- C. on any property subject to the control and authority of District; or
- D. not on District property but the student's actions:
  - 1. are a continuation of activity that was initiated under conditions A through C above,
  - 2. adversely affect or pose a threat to the physical or emotional safety and well-being of other students, employees, or District property,
  - 3. are any form of communication specifically directed at students or District personnel and concerns harassment, intimidation, or bullying at school, or
  - 4. disrupt school operations.

Before a student can be deprived by way of suspension of the student's right to an education, the student has the right to notice of the alleged misconduct and an opportunity to respond to the allegations. The appropriate administrator shall have a conference with the student and shall provide the student with notice of the alleged misconduct and an opportunity to respond to the allegations. If the student's response does not reverse the administrator's belief that cause for suspension exists, the administrator shall provide the student, or the student's parents or guardians if the student is under 18 years of age, with written notice of the decision to suspend which shall state the length of the suspension and the right to appeal the administrator's decision as set forth below. The administrator shall keep written records of each suspension conference identifying the date of the conference, the names of the persons present, the duration of the conference, and a summary of the

statements of the persons present. When determining whether cause exists for suspension or determining the length of a suspension, the student's prior history of disciplinary infractions during the current school year may be considered, particularly when similar infractions have occurred and other forms of discipline have not deterred such behavior. The administrator shall consider and apply, if appropriate, alternative in-school placement options that are not to be considered suspension, such as placement in an alternative school setting, reassignment to another classroom, or in-school detention. Except for suspensions for possession of a firearm which may be for a period of one (1) year, no suspension shall be longer than the remainder of the current semester and the succeeding semester.

**Appeal of Suspension:** A short-term suspension is any suspension for ten (10) or fewer days. A long-term suspension is a suspension for more than ten (10) days. If the decision of the administrator is adverse to the student, the student shall be notified of the right to appeal the administrator's decision as follows:

A. Short Term Suspensions:

A student may appeal a short-term suspension to a local committee at the school site where the student attends school. The local committee shall be comprised of those administrators or administrators and teachers at the school site who did not participate in the recommendation regarding the student's suspension. The appeal to the local committee shall consist of a review of any statements submitted on behalf of the administrator recommending the suspension and the student. After having reviewed the statements submitted, the committee shall determine the guilt or innocence of the student and the reasonableness of the term of the out-of school suspension. The decision of the committee shall be final and shall not be appealable to the Board of Education.

B. Long Term Suspensions:

1. A student may appeal a long term suspension to the Suspension Review Committee by submitting a written request for an appeal to the Superintendent within three (3) days after receipt of the building administrator's decision to impose a long term suspension.
2. Upon receiving a timely request for an appeal, the Superintendent shall schedule a hearing to be held during regular school hour and conducted by the Suspension Review Committee. The Suspension Review Committee shall consist of Superintendent and the two certified employees. The Superintendent shall notify the student and/or the student's parent or guardian in writing of the date, time, and place of the hearing. The student may be represented by legal counsel at the hearing. The administrator who recommended the suspension shall attend the hearing and may be represented by District's legal counsel.

3. The Suspension Review Committee shall conduct an informal hearing as to the student's suspension which shall include a presentation by the administrator as to the student's conduct, the policy, rule, or regulation violated by the student's conduct, and any evidence and/or witnesses that support the principal's decision to suspend the student. The student and/or the student's parent or guardian shall then be given an opportunity to respond to the testimony and evidence presented and to present any evidence and/or witnesses in support of the student's position. The Superintendent shall make a recording of the informal hearing.
4. After the conclusion of the hearing, the Suspension Review Committee may deliberate in private and render a decision as to the guilt or innocence of the student and the reasonableness of the term of the suspension. The Suspension Review Committee shall issue a decision to uphold, modify, or revoke the suspension decision of the principal. The Superintendent shall insure that a copy of the written decision of the Suspension Review Committee is mailed to the student or the student's parent or guardian and provided to the administrator recommending the suspension.
5. Within five (5) days of receipt of the decision of the Suspension Review Committee, a student or the student's parent or guardian may submit to the Superintendent a written appeal of the decision of the Suspension Review Committee. The appeal shall state the reason for the appeal and any applicable facts.
6. An appeal of the decision of the Suspension Review Committee to the Board of Education must specify the portion of the Suspension Review Committee's decision which is being appealed. The parent/student may appeal one or both of the following:
  - a. The finding of guilt of the charge(s) by the principal or designee for which the student was suspended; and/or
  - b. The reasonableness and length of the suspension.

If no appeal is received within the five (5) calendar-day period, the decision of the Suspension Review Committee will be final and non-appealable.

7. Upon receipt of a timely appeal of the decision of the Suspension Review Committee, the Superintendent will provide each Board member the evidence submitted to the Suspension Review Committee, a tape of the hearing conducted by the Suspension Review Committee, and the written statements of the student and administration, if submitted.
8. Each Board member shall review the information provided individually.

9. At the next available board meeting, the Superintendent shall place an item on the agenda to consider and vote on the appeal of the long-term suspension. Board members may vote on the appeal based on their review of the record. If, at the meeting, the Board wants to discuss the appeal among them, it must be discussed in open meeting unless the student or parent(s) have requested such discussion to be in executive session. If not already in open session, the Board shall then return to open session prior to taking any action on the appeal.
10. The Board shall render a decision stating whether the decision of the Suspension Review Committee is to be upheld, overturned, or modified. The decision of the Board shall be final.
11. Pending an appeal hearing on a long-term suspension, the student may attend school subject to “in-house” restrictions. However, if the administrator who determined to suspend the student believes that the attendance of the student would be dangerous to other students, teachers, or school property or would substantially interfere with the educational process, the student may be prohibited from attending school pending the appeal hearing.

**Effect of Suspension:** Except as otherwise provided, a student who has been suspended shall not be allowed on District property without prior approval by the administration and may not attend or participate in any school activities, including all extra-curricular functions, while suspended from school. A student who is suspended shall be allowed to make-up assignments and tests given during the suspension period. When a student is suspended from school for longer than five (5) days, the administration shall develop and provide to the student and/or the student’s parent or guardian an education plan which includes assignments in core unit subjects that should be completed and returned to the school on a regular basis. The student will receive up to sixty percent (60%) of the possible credit for all work correctly performed.

#### **Additional Procedures Related to Bullying:**

**Bullying:** It is District’s policy that bullying of students by other students, personnel, or the public will not be tolerated. Students are expected to be civil, polite, and fully engaged in the learning process. Students who act inappropriately are not fully engaged in the learning process. This policy is in effect while the students are on school grounds, in school vehicles, at designated bus stops, at school-sponsored activities, or at school-sanctioned events, and while away from school grounds if the misconduct directly affects the good order, efficient management, and welfare of the school district. Bullying of students by electronic communication is prohibited whether or not such communication originated at school or with school equipment, if the communication is specifically directed at students or school personnel and concerns harassment, intimidation, or bullying at school.

Bullying means any pattern of harassment, intimidation, threatening behavior, physical acts, verbal or electronic communication directed toward a student or group of students that results in or is reasonably perceived as being done with the intent to cause negative educational or physical results for the targeted individual or group and is communicated in such a way as to disrupt or interfere with the school's educational mission or the education of any student. Such behavior is specifically prohibited (as defined in Policy EI).

In administering discipline, consideration will be given to alternative methods of punishment to ensure that the most effective discipline is administered in each case. In all disciplinary action, teachers and administrators will be mindful of the fact that they are dealing with individual personalities. The faculty may consider consultation with parents to determine the most effective disciplinary measure.

In considering alternatives of corrective actions, the faculty/administration of the school district will consider those listed below. However, the school is not limited to these alternative methods, nor does this list reflect an order or sequence of events to follow in disciplinary actions. The board of education will rely upon the judgment and discretion of the administrator to determine the appropriate remedial or corrective action in each instance:

1. Conference with student
2. Conference with parents
3. In-school suspension
4. Detention
5. Referral to counselor
6. Behavioral contract
7. Changing student's seat assignment or class assignment
8. Requiring a student to make financial restitution for damaged property
9. Requiring a student to clean or straighten items or facilities damaged by the student's behavior
10. Restriction of privileges
11. Involvement of local authorities
12. Referring student to appropriate social agency or to a delinquency prevention and diversion program administrated by the Office of Juvenile Affairs
13. Suspension
14. Other appropriate disciplinary action as required and as indicated by the circumstances which may include, but is not limited to, removal from eligibility to participate or attend extracurricular activities as well as removal from the privilege of attending or participating in the graduation ceremony, school dances, prom, prom activities, and/or class trips.

Harassment set forth above may include, but is not limited to, the following:

1. Verbal, physical, or written harassment or abuse;
2. Repeated remarks of a demeaning nature;
3. Implied or explicit threats concerning one's grades, achievements, etc.;
4. Demeaning jokes, stories, or activities directed at the student;
5. Unwelcome physical contact.

The superintendent shall develop procedures providing for:

1. Prompt investigation of allegations of harassment;
2. The expeditious correction of the conditions causing such harassment;
3. Establishment of adequate measures to provide confidentiality in the complaint process;
4. Initiation of appropriate corrective actions;
5. Identification and enactment of methods to prevent reoccurrence of the harassment; and
6. A process where the provisions of this policy are disseminated in writing annually to all staff and students.

### **CURRICULUM AND INSTRUCTION**

**Subjects for Curriculum:** The core curriculum shall consist of courses in social studies, language arts, languages, the arts, mathematics, and science. In addition to curriculum in core subject areas, the curriculum for the schools within District shall consist of certain areas which may be incorporated into the subject matter of existing classes or which may be taught as individual classes. These areas are health education, safety education, personal financial literacy education, physical education, drug, alcohol, and tobacco education, sex education, and Acquired Immune Deficiency Syndrome (AIDS) or Human Immune Virus (HIV) prevention education. The Superintendent or his designee shall make available all materials and curriculum to be used in the teaching of sex education for parental review as required by law. As required by law, District shall hold educational programs during Celebrate Freedom week.

Beginning with the 2015-16 school year, all students will be required to participate in training in cardiopulmonary resuscitation (CPR) and the awareness of the purpose of an automated external defibrillator. Students must receive this training at least once between ninth grade and graduation from high school. District may incorporate this instruction as a part of any course. A school administrator may waive this requirement for an eligible student with a disability. A student may also be excused from this requirement if a parent or guardian objects in writing. Students enrolled in physical education classes in grades nine through twelve may also receive instruction in Heimlich maneuver techniques.

**Development and Revision of Curriculum:** The Administration shall review, monitor, and develop effective, appropriate curriculum according to any applicable Administrative Regulations. The Superintendent may recommend changes to the curriculum to the Board for Board approval.

**Evaluation of Curriculum and Educational Programs:** The Superintendent shall select evaluative resources and develop regulations and procedures to evaluate the curriculum and other aspects of the educational program of each school within District. Periodically, the Superintendent shall report to the Board on the progress that District is making towards the attainment of its educational goals.

**Instructional Program:** Instructional programs will be developed with a view toward maintaining a balanced curriculum which serves the general academic needs of all students and provides opportunities for individual students to develop specific talents and interests.

**Textbooks and Instructional Materials:** The Superintendent shall appoint a textbook committee which shall be organized in accordance with applicable law. Other instructional materials may be selected according to Administrative Regulation.

**Professional Qualifications of Teachers:** District is committed to providing quality instruction for all students and does so by employing the most qualified individuals to teach and support each student in the classroom. District will notify the parents of students attending any school that receives funds under Title I, Part A that a parent may request, and District will provide the parent on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teacher(s), including whether the teacher has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction; whether the teacher is teaching under an emergency license or waiver through which the State qualifications or licensing criteria have been waived; the baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field or discipline of the certification or degree; and whether the child is provided services by paraprofessionals and, if so, their qualifications. Additionally, District shall provide each individual parent timely notice that the parent's child has been assigned or has been taught for four or more consecutive weeks by a teacher who is not highly qualified.

**Library Materials:** District's library shall make available materials of sound literary quality and authority. District does not promote censorship and will challenge efforts at censorship in order to maintain District's responsibility to provide information which is educational and enlightening. Teachers and librarians may select library materials which provide various points of view on controversial subjects and which are intended to meet the needs and interests of the students. Proposed library materials will be examined to determine which materials meet the grade and interest level at which they are to be used. Proposed library materials will be considered in relation to the curriculum and to the personal interests of the students. Materials which contain incidents of sex or profanity shall not automatically be excluded. The Administration shall develop appropriate Regulations which address criteria for selection and guidelines for reconsideration of library materials.

District will only accept gifts of books or other library materials which meet the same criteria as books or library materials which could be purchased by District. Any donated books or library materials which are accepted shall become the property of District.

**Audio-Visual Materials:** Teachers are encouraged to use audio-visual materials when appropriate and when related to instructional purposes. Audio-visual materials and videos should not be shown merely for entertainment purposes but may be shown in a classroom, instructional setting with the instructor in attendance to facilitate and discuss the educational purposes of the video. Commercial entertainment films having obvious educational value may be included when appropriate to the subject being studied. Commercial films that are un-rated or rated PG or PG-13 shall not be shown to students in District without advance written notice to the parents. Such notice shall contain an accurate description of the contents of the film. No films having a rating of R, N17, or X shall be shown to students at any school. It is recommended that teachers discuss the use of any audio-visual material which might be controversial or offensive with the principal prior to utilizing such material.



**Employee-Produced Instructional Materials:** Instructional materials which are produced by a District employee during hours for which the employee is paid by District or which use District supplies and/or equipment shall be owned by District. District's rights of ownership shall include the right to copyright the material and the right to sell and/or distribute the material. District and an employee may enter into a written agreement to produce instructional material, and such agreement may assign ownership rights as appropriate.

**Complaint Procedure:** The Administration shall implement regulations establishing procedures for public input and/or complaints regarding curriculum, textbooks, other instructional materials, and library materials.

**Title I Services and Funding:** District participates in and receives funds under Title I of the Improving America's Schools Act of 1994. District shall insure that Title I funds are used only as a supplement to those funds provided by the District from other sources and that Title I funds will not be used to supplant other District funds. District shall provide for equivalent teachers, administrators, and other staff as well as curriculum and instructional materials from District's non-Title I funds and shall only use Title I funds to supplement those services and materials otherwise provided by District.

**Parental Involvement:** District is committed to providing a quality education for every student in District. When schools and parents form strong partnerships, all students' potential for academic success improves significantly. District will have programs, activities, and procedures for the involvement of parents in all of its schools with Title I, Part A programs consistent with applicable federal law. These programs, activities, and procedures will be planned and operated with meaningful consultation with parents of participating students and will be incorporated in District's Title I Plan.

For purposes of this policy, parental involvement means the participation of parents in a regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring a) that parents play an integral role in assisting their child's learning; b) that parents are encouraged to be actively involved in their child's education at school; and c) that parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child.

Parents will provide input and be involved in the development of District Title I Plan and will be a part of the school review and school improvement procedures. District's Title I Parental Involvement Program will provide coordination, support, and technical assistance to each Title I school in their planning and implementation of an effective school site parental involvement program. Additionally, District shall conduct an annual evaluation, with parental input, to measure the effectiveness of the procedures of the Parental Involvement Program. In carrying out the Parental Involvement Program, District shall, to the extent practicable, identify barriers to parental involvement for parents who are economically disadvantaged, disabled, have limited English proficiency, or are limited in literacy skills and shall provide information and reports in an understandable and uniform format to the extent practicable.

District's administration, Title I staff, and Title I schools shall work jointly to ensure effective involvement of parents and to support partnerships among schools, parents, and the community to improve student achievement. A variety of strategies may be used, including, but not limited to, annual meetings with parents, parent academic support training, communication in a form and language that can be understood by a parent, parent literacy opportunities, community and business involvement, and other interventions set forth in District's Title I Plan.

**SECTION 504 PLAN**

**Nondiscrimination:** No qualified handicapped student, solely because of a handicap, shall be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity of District.

**Definitions:**

1. Eligible Student: An eligible student is a student who has a record of having, or who is regarded as having a physical or mental impairment which substantially limits a major life activity.
2. Physical or mental impairment: A physical or mental impairment may be a 1) physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic, lymphatic, skin, endocrine, or 2) any mental or psychological disorder such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
3. Major life activity: A major life activity includes functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

**Referrals:** District's administrators, counselors, teachers, and students' parents and/or guardians may refer eligible students to the Section 504 Coordinator for evaluation under this plan. The referral shall be in writing on the form provided for such referrals. Referrals may be considered when a student:

- ▶ is being considered for suspension or expulsion
- ▶ is being retained
- ▶ does not appear to benefit from the instructional program
- ▶ is having serious health problems
- ▶ is frequently absent for health reasons
- ▶ is on medication at school
- ▶ appears to have a substance abuse problem
- ▶ is diagnosed as having ADD/ADHD
- ▶ is a constant disruption in class
- ▶ has a pattern of disciplinary actions for behavior problems
- ▶ or in any other circumstances when an administrator, counselor, or teacher believes that a referral is appropriate.

**Section 504 Coordinator and Committee:** The Director of Special Services shall be designated as the Section 504 Coordinator. Upon receipt of a referral, the Section 504 Coordinator shall convene a Section 504 Committee to evaluate and to determine an appropriate placement for the referred student. The Section 504 Committee may consist of a representative of the administration, a counselor, and one of the referred student's teachers. The Section 504 Coordinator shall provide a Notice of Parental Rights to the referred student's parents or guardians.

**Evaluation:** Prior to taking any action which would result in a significant change in placement in an instructional program for the referred student, the Committee shall conduct a Pre-placement Evaluation of the referred student. The Pre-placement Evaluation may include, but not be limited to, formal and informal test instruments, aptitude and achievement tests, teachers recommendations and reports, physical and/or medical reports, student grades, report cards, progress reports, parent observations, discipline records, attendance records, and counselor reports. The Committee should keep in mind that the evaluation should consider specific areas of educational needs and learning disabilities. No independent evaluation is required for the evaluation of a referred student under this plan, and the District shall not be required to pay for any independent evaluation of the referred student. The referred student's parents/guardians may provide for an independent evaluation and may submit such evaluation to the Committee for the Committee's consideration.

**Placement:** After compiling and reviewing all available necessary data and information, the Committee shall make a determination as to whether the referred student is an Eligible Student. If the student is not an Eligible Student, no action shall be taken, and the Section 504 Coordinator shall notify the student's parents/guardians of such decision. If the student is an Eligible Student, the Committee shall develop and recommend an Accommodation Plan which provides for a free appropriate education of the Eligible Student in the least restrictive environment. The Section 504 Coordinator or the Committee shall notify the Eligible Student's parents/guardians in writing of the Committee's findings, of the recommended Accommodation Plan, and of their rights to appeal pursuant to the District's Civil Rights Policy. If no appeal is filed, the Accommodation Plan shall be implemented. If an appeal is filed, the Accommodation Plan shall not be implemented until the appeal process is concluded and shall be amended if so determined during the appeal process.

**Monitoring and Review:** The Accommodation Plan shall be monitored throughout the school year by the Section 504 Coordinator. The Coordinator or his/her designee may request information from teachers, counselors, parents/guardians, and others throughout the school year as needed for monitoring of the Eligible Student's progress and the appropriateness of the Accommodation Plan. The Section 504 Coordinator or his/her designee at the school site shall review the Accommodation Plan at the beginning of each school year to determine if modifications need to be developed and implemented. If modifications are to be developed, the Coordinator or his/her designee at the school site shall notify the Eligible Student's parents/guardians. Prior to any significant change in the Eligible Student's placement, a review shall be conducted by the Coordinator or the Committee.

**Notices:** All notices shall be in writing and shall be sent by mail to the parents/guardians.

**Records:** The Section 504 Coordinator or his/her designee shall be responsible for

maintaining all records concerning referrals, evaluations, placements, appeals, reviews, and modifications under this plan. Parents/guardians shall have the right to examine the relevant records of their Eligible Student.

Adopted:  
Revised:

### **STUDENT DRUG TESTING**

**Purpose and Intent:** In an effort to protect the health and safety of its students from illegal and/or performance-enhancing drug use and abuse, the Board adopts the following policy for drug testing of students who participate in competitive extra-curricular activities (“Activity Students”) as well as any other student whose parent/guardian voluntarily places the student to be tested. This policy supplements and complements all other policies, rules, and regulations of District regarding possession or use of illegal and/or performance-enhancing drugs. District believes that accountability is a powerful tool to help students avoid using illegal and/or performance-enhancing drugs and that early detection and intervention can save students’ lives.

Although the Board, administration, and staff desire that every student in District refrain from using or possessing illegal drugs, District officials realize that their power to restrict the possession or use of illegal and/or performance-enhancing drugs is limited. Therefore, this policy governs performance-enhancing and/or illegal drug use by students participating in competitive extra-curricular activities and those who voluntarily participate in the drug testing program. The sanctions imposed for violations of this policy by an Activity Student will be limited to the opportunity of such student to exercise the privilege of participating in competitive extra-curricular activities. No suspensions from school or academic sanctions will be imposed for violations of this policy.

In addition to Activity Students, parents/guardians may voluntarily place any student who does not participate in any competitive extra-curricular activities to be tested on a random and a reasonable suspicion basis. This would allow parents/guardians to be notified as to a potential drug problem and enable them to seek help.

Participation in school-sponsored competitive extra-curricular activities at District is a privilege. Students who participate in these activities should be respected by the student body as well as District and the community they represent. Accordingly, students in competitive extra-curricular activities carry a responsibility to themselves, their fellow students, their parents and their school to set the highest possible examples of conduct, sportsmanship, and training, which includes avoiding the use or possession of illegal drugs. Illegal and performance-enhancing drug use of any kind is incompatible with the physical, mental, and emotional demands placed upon participants in extra-curricular activities and upon the positive image these students project to other students and to the community on behalf of District. For the safety, health, and well-being of students in extra-curricular activities, District has adopted this policy for use by all participants in competitive extra-curricular activities in grades 7-12.

The purposes of this policy are five-fold:

1. To educate students as to the serious physical, mental, and emotional harm caused by illegal and/or performance-enhancing drug use.
2. To alert students with possible substance-abuse problems to the potential harms that

drug use poses for their physical, mental, and emotional well-being and offer them the privilege of competition as an incentive to stop using such substances.

3. To ensure that students adhere to a training program that bars the intake of illegal and/or performance-enhancing drugs.
4. To prevent injury, illness, and harm for students that may arise from illegal and/or performance-enhancing drug use.
5. To offer students practices, competition and school activities free of the effects of illegal and/or performance-enhancing drug use.

### **Definitions:**

“Activity Student” means a member of any District sponsored extra-curricular organization which participates in interscholastic competition in Grades 9-12. This includes any student who represents District in extra-curricular activities in interscholastic competition, including, but not limited to, Pom-Pon, FCCLA, Academic Bowl Team, Band, Vocal, Cheerleading, and Athletics.

“Drug use test” means a scientifically substantiated method to test for the presence of illegal or performance-enhancing drugs (including alcohol) or the metabolites thereof in a person’s urine.

“Illegal drugs” means any substance which an individual may not sell, possess, use, distribute, or purchase under either federal or Oklahoma law. “Illegal drugs” includes, but is not limited to, all scheduled drugs as defined by the Oklahoma Uniform Controlled Dangerous Substance Act, all prescription drugs obtained without authorization, and all prescribed and over-the-counter drugs being used for an abusive purpose. “Illegal drugs” shall also include alcohol.

“Participating Student” means all Activity Students and any student voluntarily participating in the District’s drug testing program which is the subject of this Drug Testing Policy.

“Performance-enhancing drugs” include anabolic steroids and any other natural or synthetic substance used to increase muscle mass, strength, endurance, speed or other athletic ability. The term “performance-enhancing drugs” does not include dietary or nutritional supplements such as vitamins, minerals and proteins which can be lawfully purchased in over-the-counter transactions.

“Positive” when referring to a drug use test administered under this policy means a toxicological test result which is considered to demonstrate the presence of an illegal or a performance-enhancing drug or the metabolites thereof using the standards customarily established by the testing laboratory administering the drug use test.

“Random Selection Basis” means a mechanism for selecting Participating Students for drug testing that:

- A. results in an equal probability that any Participating Student from a group of Participating Students subject to the selection mechanism will be selected, and
- B. does not give District discretion to waive the selection of any Participating Student selected under the mechanism.

“Reasonable suspicion” means a suspicion of illegal or performance-enhancing drug use based on specific observations made by coaches, administrators, sponsors, teachers, or Campus Police of changes in the appearance, speech, or behavior of a student; the reasonable inferences that are drawn from those observations; and/or information of illegal or performance-enhancing drug use by a student supplied to school officials by credible sources. Additionally, in the context of performance-enhancing drugs, “reasonable suspicion” specifically includes unusual increases in the size, strength, weight, or athletic abilities of a student.

#### **Procedures:**

- 1. Consent Form: Activity Students:** Each Activity Student shall be provided with a copy of the form “Student Drug Testing Consent: Activity Student” which shall be read, signed, and dated by the student, parent or guardian, and coach/sponsor before such student shall be eligible to practice or participate in any competitive extra-curricular activities. The consent requires Activity Students to provide a urine sample and submit to drug testing: [a] as part of the Activity Student’s annual physical or for eligibility for participation; [b] when the Activity Student is selected by the random selection basis to provide a urine sample; [c] at any time when there is reasonable suspicion to test for illegal and/or performance-enhancing drugs. No Activity Student shall be allowed to practice or participate in any competitive extra-curricular activities involving interscholastic competition unless the Activity Student has returned the properly signed Consent Form. An Activity Student who moves into the District after the school year begins will have to provide a Consent Form and undergo a drug test before he/she will be eligible for participation in any competitive extra-curricular activity.
- 2. Consent Form: Non-Activity Students:** Other students who wish to participate in the District’s drug testing program shall be provided a copy of the form “Student Drug Testing Consent: Non-Activity Student.” No coach/sponsor signature is required on this form. Non-activity students who volunteer to participate in the drug testing program consent to provide a urine sample when the student is selected by the random selection basis or at any time when there is reasonable suspicion to test for illegal or performance enhancing drugs.
- 3. Orientation:** Prior to the commencement of drug testing each year, an orientation session will be held to educate Participating Students of the sample collection process,



privacy arrangements, drug testing procedures, and other areas which may help to reassure the student and help avoid embarrassment or uncomfortable feelings about the drug testing process. Each Participating Student shall receive a copy of the Student Drug Testing Policy. The administration will be responsible for explaining the policy to all Participating Students and for preparing an educational presentation to acquaint the students with the harmful consequences of drug and alcohol use and abuse.

- 4. Testing:** Drug use testing for Participating Students will be chosen on a random selection basis from a list of all Participating Students. District will determine a number of Participating Student names to be drawn at random to provide a urine sample for drug use testing for illegal drugs or performance-enhancing drugs. In addition, any Participating Student for whom the administration has reasonable suspicion of illegal and/or performance-enhancing drug use by that particular student will be included with the random tests and will not be identified in any way as separate from the random group.

Any drug use test will be administered by or at the direction of a professional laboratory chosen by District. The professional laboratory shall be required to use scientifically validated toxicological testing methods, have detailed written specifications to assure chain of custody of the specimens, and proper laboratory control and scientific testing.

All aspects of the drug use testing program, including the taking of specimens, will be conducted so as to safeguard the personal and privacy rights of the student to the maximum degree possible. The test specimen shall be obtained in a manner designed to minimize intrusiveness of the procedure. In particular, the specimen must be collected in a restroom or other private facility behind a closed stall. The principal/athletic director shall designate a coach, sponsor, or school employee of the same sex as the student to accompany the student to a restroom or other private facility behind a closed stall. The monitor shall not observe the student while the specimen is being produced, but the monitor shall be present outside the stall to listen for the normal sounds of urination in order to guard against tampered specimens and to insure an accurate chain of custody. The monitor shall verify the normal warmth and appearance of the specimen. If at any time during the testing procedure the monitor has reason to believe or suspect that a student is tampering with the specimen, the monitor may stop the procedure and inform the principal/athletic director, who will then determine if a new sample should be obtained. The monitor shall give each student a form on which the student may list any medications legally prescribed for the student he or she has taken in the preceding thirty (30) days. The parent or legal guardian shall be able to confirm the medication list submitted by their child during the twenty-four (24) hours following any drug test. The medication list shall be submitted to the lab in a sealed and confidential envelope and shall not be viewed by district employees.

An initial positive test result will be subject to confirmation by a second and different test of the same specimen. The second test will use the gas chromatography/mass spectrometry technique. A specimen shall not be reported positive unless the second test utilizing this procedure is positive for the presence of an illegal drug or the metabolites

thereof. The unused portion of a specimen that tested positive shall be preserved by the laboratory for a period of six months or the end of the school year, whichever is shorter. Student records will be retained until the end of the school year.

**Confidentiality:** The laboratory will notify the principal/athletic director or designee of any positive test. To keep the positive test results confidential, the principal/athletic director or designee will only notify the student, the head coach/sponsor (if applicable), and the parent or custodial guardian of the student of the results. The principal/athletic director or designee will schedule a conference with the student and parent or guardian and explain the student's opportunity to submit additional information to the principal/athletic director or to the lab. District will rely on the opinion of the laboratory which performed the test in determining whether the positive test result was produced by something other than consumption of an illegal and/or performance-enhancing drug.

Test results will be kept in files separate from the student's other educational records, shall be disclosed only to those school personnel who have a need to know, and will not be turned over to any law enforcement authorities.

**Appeal:** An Activity Student who has been determined by the principal/athletic director to be in violation of this policy shall have the right to appeal the decision to the Superintendent or his/her designee(s). Such request for a review must be submitted to the Superintendent in writing within five (5) calendar days of notice of the positive test. An Activity Student requesting a review will remain eligible to participate in any extracurricular activities until the review is completed. The Superintendent or his/her designee(s) shall then determine whether the original finding was justified. No further review of the Superintendent's decision will be provided and his/her decision shall be conclusive in all respects. Any necessary interpretation or application of this policy shall be in the sole and exclusive judgment and discretion of the Superintendent which shall be final and non-appealable.

**Consequences:** Any Activity Student who tests positive in a drug test under this policy shall be subject to the following consequences. These consequences and requirements shall begin immediately and be consecutive in nature for a period of one calendar year, unless a review appeal is filed following receipt of a positive test. However, a student who on his or her own volition informs (self-refers) the athletic director, principal, or coach/sponsor of illegal and/or performance-enhancing drug usage before being notified to submit to a drug use test will be allowed to remain active in all activities covered under this policy. Such student will, however, be considered to have committed his/her first offense under the policy and will be required to re-test as would a student who has tested positive. A student will be allowed to self-refer only once during the time he/she spends in District.

First Offense: Within 2 school days of receipt of a positive test result, District will contact and schedule a private conference with the parent/guardian to present the test results to the parent/guardian. This conference will include the student, parent/guardian, athletic director or sponsor as appropriate, and the principal, and the purpose of the meeting is to discuss the positive drug test. A student with a positive drug test will be suspended from participating in any meetings, practices, scrimmages, or competitions for all extra-curricular activities for

ten (10) school days. After the ten (10) day suspension from extra-curricular activities, in order to continue participation in any extra-curricular activities, the student and parent/guardian must provide proof to the principal that the student has completed four (4) hours of substance abuse education/counseling from a qualified drug treatment program or counseling entity the cost of which has been or will be paid for by the parent/guardian. Additionally, the student will be randomly tested monthly for the remainder of the current semester and the next semester. The time and date will be unknown to the student and determined by school personnel.

Second Offense (same calendar year): Within 2 school days of receipt of a second positive test result, District will contact and schedule a private conference with the parent/guardian to present the test results to the parent/guardian. This conference will include the student, parent/guardian, athletic director or sponsor as appropriate, and the principal, and the purpose of the meeting is to discuss the positive drug test. A student with a second positive drug test will be suspended from participating in any meetings, practices, scrimmages, or competitions for all extra-curricular activities for the remainder of the school year or eighty-eight (88) school days (1 semester) whichever is longer. Parents should strongly consider additional assistance from outside sources, including, but not to be limited to, the possibility of drug treatment centers.

**Refusal to Submit to Drug Use Test:** A Participating Student who refuses to submit to a drug test authorized under this policy shall not be eligible to participate in any activities covered under this policy, including all meetings, practices, performance and competitions for the remainder of the school year. Additionally, such student shall not be considered for any interscholastic activity honors or awards given by District.

**PARENT'S BILL OF RIGHTS**

District's board of education, in consultation with parents, teachers, and administrators, has developed and adopted this policy to promote the involvement of parents/guardians of children enrolled within the District.

1. District encourages parent participation in the school so that parents and teachers can work together in areas such as homework, attendance, and discipline. Teachers will provide parents with their contact information in order to facilitate communication regarding concerns in the above listed areas;
2. Parents may request additional information from the administration regarding their child's course of study and learning materials, including the source of any supplemental educational methods;
3. Parents may withdraw their child from any activity, class, or program where the parents object to the learning material or activity on the basis that the activity, class or program is harmful. This includes objections based on beliefs or practices in sex, morality, or religion. The objection must be stated in writing to the administration and parents are hereby informed that withdrawal of a child from any state mandated course could prevent the child from being eligible to receive a high school diploma;
4. If the District offers any sex education curricula pursuant to Section 11-105.1 of Title 70 of the Oklahoma Statutes or pursuant to any rule adopted by the State Board of Education, parents may opt their child out of participating in such instruction by providing a written objection to their child's participation in the sex education curricula to the administration;
5. Parents are hereby notified of the ability to withdraw their children, through written objection to the administration, from any instruction or presentations regarding sexuality in courses other than those which include formal sex education curricula;
6. District will provide information to parents upon request regarding the nature and purpose of clubs and activities that have been approved by the school; and
7. Parents are advised that Oklahoma law includes the following parental rights and responsibilities:
  - a. the right to opt out of sex education curriculum if offered by the District;

- b. open enrollment rights;
- c. the right to opt out of assignments as allowed by Title 25 O.S. Section 2003;
- d. the right to be exempt from state immunization laws pursuant to Section 1210.192 of Title 70 of the Oklahoma Statutes;
- e. the promotion requirements prescribed in Section 1210.508E of Title 70 of the Oklahoma Statutes;
- f. the minimum course of study and competency requirements for graduation from high school prescribed in Section 11-103.6 of Title 70 of the Oklahoma Statutes;
- g. the right to opt out of instruction on the acquired immune deficiency syndrome pursuant to Section 11-103.3 of Title 70 of the Oklahoma Statutes;
- h. the right to review test results;
- i. the right to participate in gifted programs pursuant to Sections 1210.301 through 1210.308 of Title 70 of the Oklahoma Statutes;
- j. the right to inspect instructional materials used in connection with any research or experimentation program or project pursuant to Section 11-106 of Title 70 of the Oklahoma Statutes;
- k. the right to receive a school report card;
- l. the attendance requirements prescribed in Section 10-106 of Title 70 of the Oklahoma Statutes;
- m. the right to public review of courses of study and textbooks;
- n. the right to be excused from school attendance for religious reasons;
- o. policies related to parental involvement pursuant to Title 25 O.S. Section 2003;
- p. the right to participate in parent-teacher associations and organizations that are sanctioned by the Board of Education of District; and
- q. the right to opt out of any data collection instrument at the district level that would capture data for inclusion in the state longitudinal student data system except what is necessary and essential for establishing a student's public school

record.

Pursuant to Oklahoma law, parents may submit a written request for information during regular business hours to either the school principal at the school site or the office of the District Superintendent. Within ten (10) days of receiving the request for information, the school principal or Superintendent shall deliver the information requested to the parent or provide a written explanation for the denial. If the request for information is denied or the parent does not receive the information within fifteen (15) days after submitting the request for information, the parent may submit a written request for the information to the District's Board of Education. The Board of Education will formally consider the request at the next scheduled public meeting. However, if the request cannot be properly noticed on the agenda for the next scheduled meeting, the Board of Education shall formally consider the request at the next subsequent public meeting of the Board.

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AE  
Engineers  
AE  
Legal Counsel  
AE  
Minute Clerk  
AE  
Superintendent  
AE

Treasurer  
AE  
Open Records  
BM  
Outside Employment  
DA  
Overtime  
DA

**-P-**

Parental Involvement  
EL  
Parents Bill of Rights  
EO

Payroll Procedures  
CE  
Direct Deposit  
CE

Personnel Files  
DA  
Personnel Policies  
DA

Assignments  
DA  
Compensation  
DA  
Conflicts of Interest  
DA  
Employment  
DA  
Applications  
DA  
Categories of Employees  
DA  
Contracts  
DA  
Vacancies  
DA  
Evaluation  
DA  
Felony Record Searches  
DA  
Job Descriptions  
DA

Materials, Employee Produced  
DA  
Medical Examinations  
DA  
Outside Employment  
DA  
Overtime  
DA  
Personnel Files  
DA  
Resignation  
DA  
Retirement  
DA  
Substitutes  
DA  
Supervision  
DA  
Transfers  
DA  
Work Hours  
DA  
Worker's Compensation Benefits  
DA

Policies  
AG  
Absence of  
AG  
Administrative Regulations  
AG  
Adoption of  
AG  
Development of  
AG  
Dissemination  
AG  
Handbooks  
AG  
Review  
AG  
Suspension of  
AG  
Professional Development  
DK  
Applicability  
DK

Committee  
 DK  
 Continuing Education  
 DK  
 Faculty Meetings  
 DK  
 Faculty Professional Growth  
 DK  
 Penalties  
 DK  
 Planning Time  
 DK  
 Program  
 DK  
 Staff Development  
 DK  
 Professional Service Providers  
 AE  
 (See Officials, District)  
 Promotion (Course)  
 ED  
 Acceleration  
 ED  
 Retention  
 ED  
 Property, District  
 BB  
 Copyrighted Material  
 BB  
 Gifts, District  
 BB  
 Gifts/Gratuities, Individuals  
 BB  
 Inventory  
 BB  
 Management  
 BB  
 Recycling and Procurement of  
 Recycled Materials  
 BB  
 Surplus Property, Disposal  
 BB  
 Surplus of Student Laptops  
 BB  
 Vehicles  
 BB

Publications  
 BG  
 District  
 BG  
 Student  
 EE  
 Purchasing  
 CC  
 Authority  
 CC  
 Competitive Bidding  
 CC  
 Documentation  
 CC  
 Employees  
 CC  
 General  
 CC  
 Official Policy  
 CC  
 Orders  
 CC  
 Payments  
 CC  
 Procedures  
 CC  
 Receipts  
 CC  
 Reimbursement  
 CC

**-R-**

Records  
 Confidentiality of  
 BI  
 Compliance with Requests  
 BA  
 Retention  
 BM  
 Section 504  
 EM  
 Student  
 EG

Recycling  
BB  
Regulations  
AG

Absence of  
AG  
Dissemination  
AG  
Review  
AG

Reimbursement of Expenses  
CF

Approval  
CF  
General  
CF  
Requests for  
CF  
Travel  
CF  
Personal Leave in Conjunction  
CF

Relations with Other Entities  
BK

Business Organizations  
BK  
Civic Organizations  
BK  
Dept. Human Services  
BK  
Law Enforcement Agencies  
BK  
News Media  
BK  
Other Schools Districts  
BK

Report Cards  
ED  
Residency  
EB

Requirements  
EB

Resignation  
DA  
Retention (Course)  
ED

Third Grade  
ED  
Retirement  
DA

-S-

Safety Programs  
BC

Accidents  
BC  
Bomb Threats  
BC  
Child Abuse Reporting  
BC  
Emergency Closings  
BC  
Emergency Drills  
BC  
General  
BC  
Hazard Communication Standard  
BC  
Safe Room  
BC  
Safe Schools Committee  
BC  
Safety Education  
BC  
Searches for Contraband  
BC

Section 504 Plan  
EM

Coordinator and Committee  
EM  
Definitions  
EM  
Evaluations  
EM  
Monitoring and Review  
EM  
Nondiscrimination  
EM  
Notices  
EM



Placement	Report
EM	BH
Records	Sanctions
EM	BH
Referrals	Specific Prohibitions
EM	BH
Security	Sick Leave Sharing
BE	DI
Criminal Acts	Soliciting
Prosecuting	BE
BE	Student Activities
Reporting	EE
BE	Concussion and Head Injury
Limited Access	Awareness
BE	EE
Provisions, General	Competitions
BE	EE
Soliciting	Contests
BE	EE
Unauthorized Persons	Field Trips
BE	EE
Vandalism	General
BE	EE
Visitors	Government
BE	EE
Weapons	Organizations
BE	EE
Services, District	Other Extra-curricular Activities
BF	EE
Deposit of Monies	Overnight Student Trips
BF	EE
Food	Publications
BF	EE
Free and Reduced Meals	Student Conduct
BF	EI
Mail and Delivery	Student Discipline
BF	EK
Transportation	Appeal of Suspension
BF	EK
Sexual Harassment	Bullying
BH	EK
General Prohibitions	Corporal Punishment
BH	EK
Investigation	Due Process
BH	EK

In School Intervention (ISI)	Minute of Silence
EK	EA
Students with Disabilities	Class Schedules
EK	EA
Suspension	Class Size
EK	EA
Effects of	Release of Students
EK	EA
Student Dress Code	School Calendar
EH	EA
Extra-curricular Activity Dress Code	School Ceremonies
EH	EA
General	School Day
EH	EA
Specific Prohibitions	School Observances
EH	EA
Student Drug Testing	Volunteers
EN	EA
Appeal	Student Records
EN	EG
Confidentiality	Amend Records Procedure
EN	EG
Consequences	Disclosure Requests
EN	EG
Definitions	Disclosure Requests Records
EN	EG
Procedures	Fees for Copies
EN	EG
Purpose and Intent	General
EN	EG
Refusal to Submit to Drug	Notification of Rights
Use Test	EG
EN	Student Searches
Student Due Process	EJ
EK	Reporting
Appeal of Suspension	EJ
EK	Searches
Student Placement	EJ
EB	Student Services
Assignment	EF
EB	Alternative Education
Section 504	EF
EM	Gifted Students Program
Student Policies	EF
EA	Homebound
	EF

Night School  
 EF  
 School Counselor  
 EF  
 Special Education  
 EF  
 Student Assistance Program  
 EF  
 Summer School  
 EF  
 Work-Study  
 EF  
 Student Suspension  
 EK  
     Appeal  
     EK  
     Effect  
     EK  
     Student Transfers  
     EB  
 Substitutes  
 DA  
 Superintendent  
 AE, DB  
     Benefits  
     DB  
     Compensation  
     DB  
     Dismissal  
     DB  
     Duties  
     DB  
     Employment  
     DB  
     Evaluation  
     DB  
     Non-reemployment  
     DB  
     Reemployment  
     DB  
     Responsibilities  
     DB  
     Suspension  
     DB  
 Support Personnel  
 DE

Categories  
 DE  
 Definition  
 DE  
 Demotion  
 DE  
 Dismissal  
 DE  
 Hearing Before Board  
 DE  
 Non-reemployment  
 DE  
 Reduction in Force  
 DE  
 Suspension  
 DE  
 Temporary Contracts  
 DE

**-T-**

Teachers, Certified  
 DD  
     Admonishment  
     DD  
     Definition  
     DD  
     Dismissal  
     DD  
     Duties  
     DD  
     Evaluation  
     DD  
     Non-reemployment  
     DD  
     Reduction in Force  
     DD  
     Responsibilities  
     DD  
     Standards of Conduct  
     DD  
     Standards of Performance  
     DD  
     Suspension  
     DD

Temporary Teachers  
DD  
Title I Services and Funding  
EL  
Transcripts  
ED  
Transfers, Employees  
DA  
Transfers, Student  
EB  
    Emergency Transfers  
    EB  
    Gifted Education  
    EB  
    Open Transfers  
    EB  
    Special Education  
    EB  
Transportation  
BF  
Travel Reimbursement  
CF  
    Approval  
    CF  
    Expenses  
    CF  
    General  
    CF  
    Personal Leave  
    CF  
    Requests for  
    CF  
Treasurer  
AE  
Textbooks  
EL

**-V-**

Visitors  
BE

**-W-**

Weapons  
BE

Website  
AF  
Wellness  
BN  
    Goal  
    BN  
    Healthy and Fit School Advisory  
    Committee  
    BN  
    Nutrition Education  
    BN  
    Nutrition Guidelines/Standards  
    BN  
    Physical Activity  
    BN  
    Policy  
    BN  
    School Based Activity  
    BN  
Work-Study  
EF  
Work Place Drug and Alcohol  
DG