

OWASSO PUBLIC SCHOOLS

POLICY MANUAL

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Foreword

Statement of Effectiveness

This policy manual shall be effective immediately upon adoption by the Board of Education and shall supersede all previous policies regarding the subject matter contained herein. The Board of Education reserves the right to modify or amend policies in the manual in any manner consistent with applicable law.

Adopted July 11, 2005 by the Board of Education of the Owasso Public Schools, Independent School District Number 11, Tulsa County, Oklahoma. Additions/Revisions following the adoption date are noted at the conclusion of the policy added or revised.

Statement of Intent to Comply with All Statutory and Regulatory Law

The Board of Education intends to comply with all state and federal laws, rules and regulations. All School District personnel are expected to conduct themselves at all times in a manner that complies with all legal mandates. If at any time an employee of the School District believes that legal requirements are not being adhered to, he/she should immediately advise the superintendent in writing of the possible violation.

Statement of Equal Opportunity Employer

Owasso Public Schools is an equal opportunity, affirmative action employer and complies with all applicable federal and state civil rights statutes, laws and regulations. Discrimination is prohibited against any person in recruitment, selection, promotion, transfer, retention, discipline, pay, or other terms and conditions of employment, in access to facilities, in treatment of individuals with disabilities, or in any aspect of operations, admissions, educational services, and programs. The District also provides equal access to the Boy Scouts of America and other designated youth groups. Discrimination is a violation of the law and will not be condoned or tolerated in the District.

Statement of Participatory Management Philosophy

The School District believes in dignity and respect for each employee as an individual. The School District intends to have an environment that is free from outside interference. Communication between the Board of Education, the administration and the faculty helps to successfully maintain the best employee-working environment. By working together as individuals with a common goal, all employees have more security, more opportunities, and a more satisfactory work life. The School District is committed to the sharing of problems and working together toward resolving them.

Owasso Public Schools Mission Statement

Our mission is to provide a safe environment that equips, educates, and empowers Owasso students on their journey toward outstanding character and success.

SECTION 1 | GENERAL

1.01 Assault and Battery Involving School District Employees

Any School District employee upon whom an assault, battery, assault and battery, aggravated battery or aggravated assault and battery is committed while in the performance of any duties as a school employee shall immediately notify either the Superintendent, a building administrator or a member of a Safe School Committee of the School District. The building administrator or member of the Safe School Committee shall immediately notify the Superintendent of the incident. If the School District employee seeks emergency medical treatment as a result of the incident, the employee may make the report after obtaining such treatment or through a designee. All such reports must state the name of the person who committed the offense, the person upon whom the offense was committed, the nature, context and extent of the offense, the date(s) and time(s) of the offense and any other information necessary to a full report and investigation of the matter. The report may be made orally or in writing. The Superintendent of his/her designee will deliver a copy of this policy to the School District employee upon receipt of the report. The Superintendent or Superintendent's designee will investigate the incident and take appropriate action based upon the results of that investigation. The School District employee must cooperate in the investigation. The Superintendent will notify the State Department of Education in writing of all such incidents for the previous year on July 1 of each year or the first business day thereafter if July 1 falls on a weekend or legal holiday. The Superintendent's report must include a description of the incident and the final disposition of the incident.

During the 2018 legislative session, a new statute was written which provides:

A. As used in this section, "threatening behavior" means any verbal threat or threatening behavior, whether or not it is directed at another person, which indicates potential for future harm to students, school personnel or school property.

B. An officer or employee of a school district or member of the board of education shall notify law enforcement of any verbal threat or act of threatening behavior which reasonable may have the potential to endanger students, school personnel or school property.

C. Officers or employees of a school district or members of a board of education shall be immune from employment discipline and any civil liabilities for communicating information pursuant to subsection B of this section in good faith if they reasonably believe a person is making verbal threats or is exhibiting threatening behavior.

D. Nothing in this section shall be construed to impose a specific liability on any school district.

No School District employee will be subject to any civil liability for any statement, report or action taken in reporting or assisting in reporting a battery or assault and battery committed upon the School District employee while in the performance of any duties unless such report or assistance was made in bad faith or with malicious purpose.

The School District will post in a prominent place at each school site the following notice: "FELONY CHARGES MAY BE FILED AGAINST ANY PERSON(S) COMMITTING AN AGGRAVATED ASSAULT OR BATTERY UPON ANY SCHOOL EMPLOYEE."

For purposes of this policy, a "School District employee" means a teacher, principal, or any duly appointed person employed by the School district or employees of a firm contracting with the

School District for any purpose, including any personnel not directly related to the teaching process and school board members during school board meetings.

For purposes of this policy, the terms “assault,” battery” and “aggravated assault and battery” are defined as follow: An “assault” means a willful and unlawful attempt or offer with force or violence to do a corporal hurt to another. A “battery” is any willful and unlawful use of force or violence upon the person of another. An “assault and battery” becomes “aggravated” when committed under any of the following circumstances: (1) when great bodily injury is inflicted upon the person assaulted; or (2) when committed by a person of robust health or strength upon one who is aged, decrepit or incapacitated, as defined by law.

1.02 Bloodborne Pathogen Exposure Control Plan

This plan delineates specific rules and procedures relating to protecting employees of the Owasso School District from occupational exposure to bloodborne pathogens (e.g., Hepatitis B Virus ("HBV"), Human Immunodeficiency Virus ("HIV"), etc.) as required by Rule 380:40-1-2 of the Oklahoma Department of Labor, adopting 29 C.F.R. Subpart Z, Section 1910.1030, promulgated December 6, 1991, under the authority of the Occupational Safety and Health Act (OSHA).

Employees who are occupationally exposed to bloodborne pathogens include those who are reasonably anticipated to have skin, eye, mucous membrane or potential contact with blood or other potentially infectious materials during the performance of their duties. Other infectious materials include: (1) the following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid and any body fluid that is visibly contaminated with blood or where it is difficult or impossible to differentiate between body fluids; (2) any unfixed tissue or organ from a human, living or dead; (3) HIV-containing cell or tissue culture, organ culture and HIV- or HBV-containing culture medium or other solutions; and blood, organs or tissues from experimental animals infected with HIV or HBV. Any exposure to feces, nasal secretions, breast milk, sputum, sweat, tears, urine, vomitus or saliva, which is not visibly contaminated with blood, does not routinely constitute a risk of transmission of HBV or HIV. Saliva, if injected through a human bite, may pose a risk of HBV transmission.

This Exposure Control Plan delineates rules and procedures to be followed by employees to comply with the OSHA Bloodborne Pathogens Regulation previously cited. Appendix A defines the terms used throughout this Plan.

Employee Exposure Determination

The likelihood of exposure to bloodborne pathogens among employees of the School District varies among divisions and job classifications. Greatest exposure potential exists in school nurses. A much lesser risk potential exists in certain special education teachers and classroom assistants, secretaries, coaches and physical education instructors, administrators and custodial personnel. Most job classifications within the School District have no increased potential for occupational exposure to blood or potentially infectious materials as defined by the OSHA Bloodborne Pathogens Regulation.

Appendix B lists all School District employee exposures to bloodborne pathogens by job classification and specific groups of occupational tasks. All potential exposures to blood and potentially infectious materials listed in the tasks shown in Appendix A are based upon risks incurred without the use of personal protective equipment. The School District will review this Exposure Control Plan and the exposure potential for specific jobs and occupational tasks shown in Appendix A annually or when new or modified tasks or procedures for job positions within the School District alter potential occupational exposures.

Methods of Compliance with Regulation

Because some tasks present the potential for employee exposure to blood and other potentially infectious materials, a number of engineering and work-practice controls have been adopted to

minimize such exposures. Universal precautions are observed throughout the School district to prevent contact with potentially infectious materials. Employees should consider all body fluids as potentially infectious because it is often difficult to differentiate between body fluid types. Where occupational exposure exists despite compliance with engineering and work practice controls, the use of appropriate personal protective equipment is required, which varies with the specific work tasks involved.

Engineering controls, including handwashing facilities, are maintained and replaced appropriately to insure their effectiveness. Any employee who observes an ineffective or malfunctioning control item or equipment should take immediate appropriate action to replace, discontinue use of and/or seek repair of the item or equipment.

Handwashing

Handwashing by all exposed employees is required. The importance of handwashing as the primary prevention of contamination cannot be overemphasized. It is the single most important means of preventing the spread of infection. Handwashing facilities are interspersed throughout each school building. All employees of the School District who have routine occupational exposure are provided with antiseptic hand cleaner for disinfection purposes when handwashing is not immediately feasible. However, hand cleaners are not provided with the intent of substituting for handwashing. Employees should wash hands with soap and water as soon as possible following use of such antiseptic hand cleaners. Employees are also required to wash their hands immediately after removing gloves or other personal protective equipment. Employees must insure that hands and any other skin which becomes contaminated with blood or other potentially infectious material are immediately washed with soap and water and that any mucous membrane exposed to blood or other potentially infectious material is flushed with water as soon as possible.

Protection of Food, Drink, Etc.

Eating, drinking, smoking, applying cosmetics or lip balm and handling contact lenses is prohibited in work areas of the School District where any risk of occupational exposure exists. The storage of food and drink in refrigerators, freezers or cabinets or on shelves, countertops or benchtops where blood or other potentially infectious materials are present is also prohibited.

Personal Protective Equipment

The School District provides appropriate personal protective equipment, including gloves, gowns and other appropriate devices, at no cost to any employee with occupational exposure. Appropriate personal protective equipment is that equipment which does not permit blood or other potentially infectious materials to pass through to the employee's work clothes, street clothes, skin, eyes, mouth or other mucous membranes under normal use and for the duration of time the protective equipment is in use.

All occupationally exposed employees of the School District are required to use appropriate personal protective equipment. The only exception to this requirement allowed by the OSHA Bloodborne Pathogens Regulation might occur when the employee temporarily and briefly declines use of the equipment when "under rare and extraordinary circumstances, it [is] the employee's professional judgment that in the specific instance its use would have prevented the

delivery of health care or public safety service or would have posed an increased risk to the safety of the worker or co-worker." When such a judgment is made, the circumstances will be investigated and documented to determine whether changes should be instituted to prevent future recurrence.

Personal protective equipment appropriate for the work tasks in each division are readily accessible at the work site for all employees. Cleaning and laundering of reusable personal protective equipment is provided by the School District through an outside vendor. Contaminated laundry is disposed of in the appropriate biohazard laundry containers provided by that vendor. Disposable personal protective equipment (e.g., disposable gloves) are discarded in sealed plastic bags.

If a garment becomes penetrated by blood or other potentially infectious materials during the course of its use, it should be removed immediately, or as soon as feasible, and disposed of appropriately. All personal protective equipment must be removed prior to leaving the work area.

Gloves

Latex or vinyl gloves will be worn when it is reasonably anticipated that the employee will have hand contact with blood or other potentially infectious materials, mucous membranes or non-intact skin and when touching contaminated items or surfaces. Disposable (single use) gloves must be replaced as soon as practical when contaminated or when they are torn, punctured or their ability to function as a barrier is compromised. Disposable gloves are not to be washed or decontaminated for reuse.

Utility gloves, such as those used in housekeeping, sterilization and clean-up activities, may be decontaminated for reuse if the integrity of the glove is not compromised, but they must be discarded if they are cracked, torn, punctured or exhibit signs of deterioration. Hypoallergenic gloves or glove liners or powderless gloves are provided to employees who are allergic to the gloves normally provided. Employees with contact dermatitis caused by gloves may find protective skin creams helpful in preventing further irritation.

Protective Body Clothing

Appropriate body clothing must be worn in occupational exposure situations. The types and characteristics of the protective clothing depend upon the task and degree of exposure anticipated. The need for protective body clothing will be rare in the school environment.

Masks, Eye Protection and Face Shields

Because no employees engage in occupational activities in which splashes, spray, splatter or droplets of blood or other potentially infectious materials may be generated and eye, nose or mouth contamination can be reasonably anticipated, masks, eye protection and face shields are not provided.

Housekeeping

Worksites which are subject to contamination by blood and other potentially infectious materials are maintained in clean and sanitary condition by the staff who routinely work in the area and the custodial staff who have cleanup responsibility after the close of the work shift. Appendix C presents the written cleaning and decontamination schedules for the school nurse's office or first aid sites.

All equipment, environmental and working surfaces are cleaned and decontaminated after contact with blood or other potentially infectious materials upon completion of procedures and immediately, or as soon as feasible, when surfaces are overtly contaminated or following any spill of blood or other potentially infectious materials. All work surfaces are cleaned and decontaminated at the end of each work shift if the surfaces have become contaminated since the last cleaning. One or more of the following solutions are to be used in disinfection of work surfaces, countertops and equipment: commercially-prepared germicidal disinfectants; commercially prepared disinfectants with an isopropyl alcohol content of 40% to 70%; commercially-prepared disinfectants with a hydrogen peroxide content of 3%; or an individually-prepared solution of one-part chlorine bleach to ten parts water. Cleaning and disinfection of floors and walls may be accomplished using commercial cleaning formulations containing quaternary ammonia.

Bins, pails, cans and other similar receptacles intended for re-use that have a potential for becoming contaminated with blood or other potentially infectious materials are inspected and decontaminated on a regular basis and immediately, or as soon as feasible, upon visible contamination.

Spill Cleanup

Spill cleanup requires the use of appropriate protective equipment including gloves, as appropriate. Spills are cleaned up by the individual responsible for the spill in most cases. Appendix D details specific procedures for biological spills cleaning and decontamination.

Broken glassware which may be contaminated is not picked up directly with the hands. Cleanup is affected using mechanical means such as a brush and dust pan. Contaminated broken glassware is discarded in sealed plastic bags.

Waste Disposal

Disposal of waste contaminated with blood or other potentially infectious materials is in sealed plastic bags with the School District's other non-regulated waste.

Laundry

All contaminated laundry generated by exposed employees of the School District is bagged or containerized at the location where it is used in appropriately labeled containers. Heavily soiled laundry is bagged in leak-proof plastic bags before being placed in laundry containers, if appropriate. The School District contracts with an off-site commercial laundry company for laundry services. Laundry is not sorted, rinsed or processed in any other manner on site. Employees who have contact with contaminated laundry wear protective gloves and other appropriate personal protective equipment.

Hepatitis B Vaccination

Each School District employee who has occupational exposure is offered the Hepatitis B vaccine series within ten (10) days of initial work assignment and after he or she has received the required training unless the employee has previously received the vaccination series, antibody testing has revealed immunity or the vaccination is contraindicated for medical reasons. The School District will provide the health care professional responsible for the employee's Hepatitis B vaccination with a copy of the OSHA Bloodborne Pathogens Regulation. Vaccinations are performed by or under the supervision of a licensed physician or by or under the supervision of another licensed health care professional in accordance with U.S. Public Health Service recommendations during normal working hours at a reasonable location and at no cost to the employee. Participation in a prescreening program is not a prerequisite for receiving the Hepatitis B vaccination. Employees who decline to accept the Hepatitis B vaccination are required to sign the declination statement included as Appendix E to this Plan.

Any employee who initially declines the Hepatitis B vaccination, but at a later date decides to accept the vaccination, is provided the vaccination at that time without cost. Any future recommended routine booster, does or doses of Hepatitis vaccine recommended by the U.S. Public Health Service will also be provided to exposed employees without cost.

The Hepatitis B vaccination record or signed declination statement is maintained in each employee's confidential medical record in the office of the superintendent (see Recordkeeping-Medical Records).

Post-Exposure Evaluation and Follow-Up

All School District employees who experience an occupational exposure incident will complete the Incident Report attached as Exhibit F immediately after the exposure, or as soon thereafter as feasible.

Each exposed employee is provided a confidential medical evaluation and follow-up, including prophylaxis, at no cost to the employee, by a licensed health care professional of the School District's choice. As part of the post-exposure evaluation and follow-up, the routes of exposure and the circumstances under which the incident occurred is documented, including identification and documentation of the source individual, unless infeasible or prohibited by law, and testing of the source individual's blood and the exposed employee's blood is completed, as soon as feasible and after consent is obtained. Completion of the Record of Occupational Exposure to Blood or Potentially Infectious Body Fluids included as Appendix G to this Plan satisfies the Regulation's documentation requirements.

The School District will provide the licensed health care professional who evaluates the exposed employee with the following information: a cop of the OSHA Bloodborne Pathogens Regulation; a description of the exposed employee's duties as they relate to the exposure incident; documentation of the route(s) of exposure and circumstances under which exposure occurred; results of the source individual's blood testing, if available; and all medical records relevant to the appropriate treatment of the employee, including vaccination status, that are the School District's responsibility to maintain.

The licensed health care professional's written opinion of the post-exposure evaluation is to be provided to the employee within fifteen (15) days of completion of the evaluation and is to be limited to the following: whether Hepatitis B vaccination is indicated for the employee and if the employee has received such vaccination, that the employee has been informed of the results of the evaluation and that the employee has been told about any medical condition resulting from exposure to blood or other potentially infectious materials that require further evaluation or treatment. All other findings or diagnoses are to remain confidential and are not to be included in the written report.

Confidential medical records relating to post-exposure evaluation and follow-up are maintained in the office of the superintendent (see Recordkeeping – Medical Records).

Labels and Signs

To the extent required, the School District uses red color coding and/or fluorescent orange or orange-red biohazard labels to mark all hazardous items. The standard biohazard label and symbol, as shown below, is used for this purpose. Items contaminated with blood or other potentially infectious body fluids which are color coded or posted with biohazard labels include the following: contaminated laundry and sharps containers.

BIOHAZARD



Medical Records

Confidential medical records are kept on all School District employees with occupational exposure to blood or other potentially infectious materials in the office of the superintendent.

Each record includes the employee's name, Social Security number, Hepatitis B vaccination record (or declination form), copies of all results of examinations, medical testing and follow-up procedures relating to any exposure incidents and a copy of the health care professional's consultation and written opinion relating to any exposures.

All employee medical records are kept for the duration of employment plus thirty (30) years in accordance with the OSHA Bloodborne Pathogens Regulation.

Training Records

Records documenting the provision of information and training relating to occupational exposure to bloodborne pathogens are maintained for three (3) years from the date of training by the School District's Training Coordinator. These records include the dates of training sessions, a summary of the training session, names and qualifications of the persons conducting the training sessions and the names and job titles of all persons attending the training sessions. An outline of the School District's Bloodborne Pathogens Training Program is included as Appendix H to this Plan. A Training Record form is attached as Appendix I.

Information and Training

Information and training pertaining to bloodborne pathogens is provided to all School District employees with occupational exposure without cost and during normal working hours. This training is provided within ten (10) days of initial assignment to tasks where occupational exposures occur and annually thereafter or whenever modifications of tasks or procedures or the institution of new tasks or procedures affect an employee's occupational exposure to the extent that additional training is indicated and appropriate. Routine training of new employees is conducted on an as-needed basis through the School District's Training Coordinator. Training is presented by qualified staff members.

Training material is appropriate in content and vocabulary to the educational level, literacy and language of employees. The training program is designed to fulfill the requirements for bloodborne pathogen training outlined in the OSHA Bloodborne Pathogens Regulation. A detailed outline of the training program is kept on file with the School District's Training Coordinator.

APPENDIX A
DEFINITIONS OF TERMS

BIOSAFETY LEVEL (BL) Associated risks with microorganisms (e.g., BL1 minimal disease in healthy adults such as Bacillus subtilis, BL2 moderate risk associated with human diseases such as hepatitis B virus, BL3 microorganisms that may cause serious diseases such as Mycobacterium bacterium tuberculosis and BL4 microorganisms that are high risk and considered lethal such as Lassa fever virus).

BLOOD Human blood, human blood components and products made from human blood.

BLOODBORNE PATHOGENS Microorganisms that are present in human blood and that can cause disease in humans. These pathogens include hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

CONTAMINATED Marked by the presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.

CONTAMINATED LAUNDRY Laundry that has been soiled with blood or other potentially infectious materials or that may contain sharps.

CONTAMINATED SHARPS Any contaminated object that can penetrate the skin, including, but not limited to, broken glass.

DECONTAMINATION The use of physical or chemical means to remove, inactivate or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use or disposal.

ENGINEERING CONTROLS Devices or equipment for isolating or removing hazards from the workplace.

EXPOSURE INCIDENT A specific eye, mouth, other mucous membrane, non-intact skin or potential contact with blood or other potentially infectious materials that results from an employee performing his or her duties.

HANDWASHING FACILITIES Locations that provide an adequate supply of running potable water, soap and single-use towels or hot-air drying machines.

HBV Hepatitis B Virus.

HIV Human Immunodeficiency Virus.

LICENSED HEALTH CARE PROFESSIONAL A person who's legally permitted scope of practice allows him or her to independently perform the activities required for hepatitis B vaccination and post-Exposure evaluation and follow-up.

OCCUPATIONAL EXPOSURE Reasonably anticipated skin, eye, mucous membrane or potential contact with blood or other potentially infectious materials that may result from employees performing their duties.

OTHER POTENTIALLY INFECTIOUS MATERIALS

1. The following body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures and any body fluid that is visibly contaminated with blood.
2. Any unfixed tissue or organ (other than intact skin) from a human (living or dead).
3. HIV-containing cell or tissue cultures, organ cultures and HIV- or HBV-contaminated culture media or other solutions; and blood, organs or other tissues from experimental animals infected with HIV or HBV.

PARENTERAL Exposure occurring as a result of piercing the skin barrier, (e.g., subcutaneous, intramuscular, intravenous routes) through such events as needle sticks, bites, cuts and abrasions.

PERSONAL PROTECTIVE EQUIPMENT Specialized clothing or equipment worn by an employee to protect against a hazard.

SHARPS Any object that can penetrate the skin, including, but not limited to, broken glass.

SOURCE INDIVIDUAL Any individual whose blood or other potentially infectious materials may be a source of occupational exposure to the employee.

STERILIZE To use a physical or chemical procedure to destroy all microbial life, including highly resistant materials endospores.

UNIVERSAL PRECAUTIONS An approach to infection control in which all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV and other bloodborne pathogens.

WORK PRACTICE CONTROLS Mandated procedures or policies that reduce the likelihood of exposure by altering the manner in which a task is performed.

APPENDIX B

Employee Exposure to Bloodborne Pathogens by Job Classification and TasksJob Classification	Surface Decontamination and Cleaning	Medical Instruments and Equipment	Student Physical Assessment	Waste Disposal	Student Personal Care
Nursing	X	X	X		X
Special Education					
MH Teachers			X		X
MH Teacher Assistants			X		X
TMH Teachers			X		X
TMH Teacher Assistants			X		X
Athletic Trainer			X		X
Designated Coaches					
Football			X		X
Wrestling			X		X
Basketball			X		X
Designated Secretary					
All Elementary Schools	X	X			
Designated Custodians				X	
Designated Special Education					
Bus Drivers					X

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APPENDIX C
Cleaning and Decontamination Schedule
School Nurse

	Room(s)	**Item/ Surface**	**Frequency (Time, Day or Month)**	**Metho d/ Disin- fectant**	**Responsible Party**
Instruments/Hand pieces	Nurse Office First Aid Office	Stethoscop e all other items used in examination	After each use	See Plan, Page 6	School Nurse Secretaries
Pans, Pails, Trays	Nurse Office	Counters Exam Tables	When contaminate d or end of the day	See Plan, Page 6	School Nurse Custodial Staff
Handwashing facilities	Designated First aid site	Sink/handle s	Daily		Custodial Staff
Floors/Walls	Nurse Office	Floor	Swept daily		Custodial Staff
Equipment/Applianc es					

APPENDIX D
BIOLOGICAL SPILLS CLEANING AND DECONTAMINATION PROCEDURE

A. General Area Maintenance
    a. Work and Equipment Surface
        i. Wearing gloves, clean visible blood and body fluid spills from all equipment surfaces, cabinets and work surfaces with (detergent) and water or 1:10 bleach solution at the end of each work day.
            1. Household bleach solutions are less effective as disinfectants in the presence of high concentrations of protein. It is very important to remove as much body fluid as possible before decontamination.
        ii. Wipe down equipment and work area at the end of each day with 1:10 dilution of household bleach or an approved disinfectant solution.
            1. Rinse with water to prevent damage when bleach is used.

B. Decontamination of Spills
    a. Moist Spills
        i. Wearing gloves, absorb the spill with disposable towels.
        ii. Using a detergent solution or approved disinfectant solution, clean the spill site of all visible blood or body fluid.
        iii. Wipe down the area with 1:10 dilution of household bleach.
        iv. Place all disposable materials used to decontaminate the spill into a plastic bag and close tightly.
    b. Dry Spills
        i. If a surface or medical device is contaminated with dried blood or body fluid, wearing gloves, remove all of it before disinfection with a 1:10 dilution of household bleach or an approved disinfectant solution.
        ii. If complete removal is not possible, expose the surface to a diluted 1:10 household bleach solution or an approved disinfectant solution for a longer time (20-30 minutes may be necessary).
        iii. Place all disposable materials used to decontaminate the spill into a plastic bag and close tightly.

APPENDIX E
[STATEMENT TO BE SIGNED BY EMPLOYEE]

I understand that due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring hepatitis B virus infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

_____
Employee

_____
Date

APPENDIX F

School District
Incident Report
(Report all incidents even if no apparent injury)

DATE OF BIRTH _____

LAST NAME _____ FIRST NAME _____MIDDLE NAME_____

ADDRESS _____

Date of incident___, 20___ Time__ .m.

Place_____

Was it necessary to notify physician? Yes _No_ If yes, name of physician _____

Time of notification _ ___.m.

WITNESS(ES) Name Address Telephone

DESCRIBE NATURE OF INCIDENT:

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DATE REPORT PREPARED: _____ SIGNED _____
Signature Title

INTERVENTION AND OUTCOME:
(Describe actions taken and outcome of situation)

DATE: _____ SIGNED: _____
Signature Title

APPENDIX G
OccupationalExposure to Blood or Potentially Infectious Body Fluids

The filing of this report and all information entered on it are to be held in strictest confidence in conformance with Okla. Stat. tit. 63, §§ 1-502.1 et seq.

PART I: EXPOSED EMPLOYEE SECTION (please print)

1. Employee Name: __ 2. DOB: ___/___/___ 3. Job Title: ___
4. Location of Exposure: _____5. Date of Exposure: ___/___/___
6. Time of Exposure: _ AM/PM
7. Number of Hepatitis B vaccinations previously received: ❑ None ❑ 1 ❑ 2 ❑ 3
8. Description of incident (give specific details: _____

_____

_____

PART II: SOURCE INDIVIDUAL SECTION

9. Name: _____ 10. DOB: ___/___/___ 11. Sex: ❑ M ❑ F
12. Home Address: _____ 13. Phone Number: _____
(Box or Street #) (City)

PART III: PHYSICIAN'S OR DESIGNEE STATEMENT

14. This ❑ (was) ❑ (was not) an exposure which has the potential for transmission of a communicable disease such as HIV/HBV.
15. In my judgment, __ ❑ (does) ❑ (does not) have contraindications to receiving hepatitis B vaccine.
(Employee Name)
16. _____ 17. ___/___/___
Physician/Designee Signature Date

PART IV: COUNSELOR'S STATEMENT

18. I have counseled ___regarding the risk of HIV/HBV infection following exposure to blood or infectious body fluids and have reviewed with him/her the recommendations for prevention of HIV/HBV.

19. The following persons involved in this incident received pre-test counseling for HIV/HBV.

A. Source Individual: ❑ Yes ❑ No. If yes, date counseled: ___/___/___

B. Exposed employee: ❑ Yes ❑ No. If yes, date counseled: ___/___/___

20. _____ 21. ___/___/___
Certified HIV Counselor Signature Date

PART V: TESTING

A. **SOURCE INDIVIDUAL TESTING:**

22. HBsAg: ❑ Pos ❑ Neg ❑ Not Done ❑ Refused. If done, date HBsAg drawn: ___/___/___

If "not done", specify why: _____

23. HIV: (1) ❑ Pos ❑ Neg ❑ Not Done ❑ Refused. If done, date HIV drawn: ___/___/___

If "not done", specify why: _____

(2) ❑ Pos ❑ Neg ❑ Not Done ❑Refused. If done, date HIV drawn: ___/___/___

If "not done", specify why: _____

B. **EMPLOYEE TESTING:**

24. Anti-HBs (for vaccinated employees only):

❑ Pos ❑ Neg ❑ Not Done ❑ Refused. If done, date Anti-HBs drawn: ___/___/___

25. HIV Baseline:
❑ Pos ❑ Neg ❑ Not Done ❑ Refused Date Drawn ___/___/___
6 weeks:
❑ Pos ❑ Neg ❑ Not Done ❑ Refused Date Drawn ___/___/___
12 weeks:
❑ Pos ❑ Neg ❑ Not Done ❑ Refused Date Drawn ___/___/___
6 months:
❑ Pos ❑ Neg ❑ Not Done ❑ Refused Date Drawn ___/___/___
12 months:
❑ Pos ❑ Neg ❑ Not Done ❑ Refused Date Drawn ___/___/___

PART VI: EMPLOYEE TREATMENT

26. HBIG: ❑ Yes ❑ No ❑ Refused. If yes, date: ___/___/___

27. Hepatitis B vaccine: Dose 1: ❑ Yes ❑ No ❑ Refused. If yes, date: ___/___/___
Dose 2: ❑ Yes ❑ No ❑ Refused. If yes, date: ___/___/___

28. Tetanus: ❑ Yes ❑ No ❑ Refused. If yes, date: ___/___/___

29. Specify any other medical treatment for this exposure:

PART VII: COMMENTS

APPENDIX H
BLOODBORNE PATHOGEN TRAINING PROGRAM

Training sessions are held on an as-needed basis for new employees in job classifications with occupational exposure. Training is provided within ten (10) days of initial assignment to tasks where occupational exposures occur and annually thereafter or whenever modifications of tasks or procedures or the institution of new tasks or procedures affect an employee's occupational exposure to the extent that additional training is indicated and appropriate.

Each employee who attends a training session receives a copy of the OSHA Bloodborne Pathogens Regulation along with a copy of the Employee Training Program Outline.

A trained representative of the School District is present at the end of the training session to answer participants' questions and to provide additional clarification, if needed.

EMPLOYEE TRAINING PROGRAM
OSHA REGULATION ON BLOODBORNE PATHOGENS

A. Review of Final OSHA Standard on Bloodborne Pathogens
    a. Basis for OSHA Rule – Preventing occupational exposure to other potentially infectious materials (e.g. infectious body fluids), which could result in transmission of HIV or HBV infection to employees.
        i. Regulation effective March 6, 1992:
            1. Various sections to be complied with by March 5, June 4 and July 6, 1002.
            2. Regulation fully in force at this time.
                a. Regulation requires three major intervention strategies

B. Engineering controls
C. Work practices
D. Personal protective equipment
E. Major Requirement of Bloodborne Pathogens Rule
    a. Identification of job classifications which have occupational exposure;
    b. Written exposure control plan;
    c. Methods of compliance (How exposures are prevented);
    d. Personal protective equipment;
    e. Housekeeping – spill cleanup including written schedule;
    f. Infectious waste disposal;
    g. Contaminated laundry;
    h. Identifying labels and signs;
    i. Hepatitis B vaccination;
    j. Post exposure follow-up and prophylaxis;
    k. Record keeping
F. Epidemiology of HIV/AIDS Infection
    a. HIV/AIDS Description of Virus and Testing
        i. HIV-(Human (I)mmunodeficiency (V)irus;
        ii. Not very infectious – millions of particles to infect;
        iii. Weak, non-viable within a few hours – won't live outside human body;
        iv. Dry spot non-infectious;
        v. HIV blood test- produce antibodies within six months – virus is not self-limiting – eventually results in infection – within ten years.
    b. Transmission

i. Body Fluids
ii. Blood
iii. Semen
iv. Vaginal fluids
v. Others
vi. Blood Exposure
vii. Percutaneous – needle stick, cut
viii. Non-intact skin
ix. Mucous membrane – other than blood – probably non-existent
x. Sexual contact
xi. Mother to baby – all babies' HIV positive at birth – one-third will develop AIDS.

G. Incidence and Progression of Disease
   a. Several hundred thousand infected with symptoms. 418,000 worldwide, 229,000 in U.S.; 2.1 million infected and well.
   b. Forty percent in U.S. practice self-protection in some manner – abstinence, condoms, abstain from sharing needles.
   c. CDC will publish new diagnostic criteria after election.

H. Epidemiology of Hepatitis B (HBV) Infection
   a. Description of Virus
      i. Very infectious, hardy and environmentally stable – viable for one week outside human body.
      ii. Hepatitis B – 100 million, up to a billion, viral particles per cc of blood.
      iii. Infects liver – jaundice, dark urine.
      iv. Incubation period 2-6 months, average 3 months.
      v. Carriers infectious one month before symptoms and until virus is no longer present.
   b. Transmission
      i. Blood exposure
      ii. Mother to baby (Nine out of ten infected)
      iii. Sexual contact
      iv. Human bites
   c. Testing
      i. HBsAG+ = infectious (If negative, will not transmit disease).
      ii. Anti-HBs+ = immunity (If negative, will not transmit disease).

d. Spectrum of Illness
    i. Seventy-five percent asymptomatic.
    ii. If symptomatic, 2/100 will have fulminant disease.
    iii. One out of ten adults become carriers (whether or not they are symptomatic).
    iv. Nine out of ten babies become carriers.
    v. Carriers most likely did not have symptoms when initially infected.
e. Consequences of HBV Infection
    i. Immunity – 90% of adults, 10% of babies.
    ii. Acute fulminant disease – death in a few weeks.
    iii. Cirrhosis/Liver cancer – many patients develop these in later years.

I. Occupational Risks for HIV and HBV
a. Incidence of Occupational Exposures
    i. HIV – Study done on deep needle stick exposures of 65 U.S. health care workers – one out of every 200 exposures (0.3%) becomes infected.
    ii. HBV – Many thousands: One out of every three exposures (30%) becomes infected:
    iii. Before vaccine – 12-18,000/year; 250-300-year dying
    iv. Thirty percent of all emergency room nurses infected.
b. How Risk Exposures Occur
c. Management of Exposure
d. Reporting Exposures
    i. Notify the supervisor immediately.
    ii. Fill out Incident Report and Occupational Exposure to Blood and Potentially Infectious Body Fluids form.
    iii. Report to health services.
    iv. Consult with physician.
e. Treating Exposures
    i. HBV
        1. HBIG + Hepatitis B vaccine within seven days or check for antibodies.
        2. Effective in 85-95% of case if begun in time.
    ii. HIV
        1. Check for antibodies at time of exposure.
        2. Repeat at six weeks, three months and six months.

f. During testing period for HIV antibodies or if source is high risk, observe the following behavioral guidelines.
    i. Don't donate blood, plasma, semen or body organs;
    ii. Use condoms for sex;
    iii. Don't get pregnant or get anyone else pregnant;
    iv. Use blood precautions at home and at work.

J. Prevention of Exposures
    a. Universal Precautions
        i. Treat all blood or potentially infectious material as if infected.
    b. Hepatitis B Vaccinations
        i. Offer to all potentially exposed employees or declination statement signing required.
    c. Engineering Controls (What you do your work with)
        i. Handwashing facilities
    d. Personal Protective Equipment
        i. Gloves – disposal and utility
        ii. Body protective clothing
    e. Work Practice Controls (How you do your work)
        i. Handwashing – ASAP – after removing gloves
        ii. Materials – handle in manner as not to splash or spray. Wear gloves.
        iii. Do not eat, drink, smoke, apply cosmetics, apply lip balm or handle contact lenses, in area of possible exposure: No food storage in specimen cabinets or refrigerators.
        iv. Equipment – clean and disinfect appropriately.
        v. Routine cleaning – adhere to written schedule.
        vi. Spills – clean up ASAP.
        vii. Broken glass – use broom and dustpan.

K. School District Exposure Control Plan
    a. WRITTEN PLAN
        i. All administrators have copy.
        ii. Employee may request a copy.
        iii. Identifies employee job classification with occupational exposures to bloodborne pathogens.
        iv. Delineates specific work practices and engineering controls and required personal protective equipment for School District.
    b. Specific Personal Protective Equipment

i. Gloves
ii. Body Protective Clothing

c. Contaminated Laundry
   i. Contaminated laundry should be separated from laundry which is not contaminated.
   ii. Contaminated laundry should be handled with gloves.

d. Cleaning
   i. Immediate spill cleanup with gloves and appropriate materials.
   ii. No hand handling of broken glass.
   iii. Written cleaning schedule.
   iv. Reusable pans, pails.
   v. Floors, walls, counter tops.
   vi. Equipment.
   vii. Bleach solution (1:10 dilution) recommended for most cleaning and decontamination – after removal of as much body fluid as possible.

APPENDIX I
Training Record

Date of Session: _____

Summary of Session: See Employee Training Program Outline.

Name/Qualifications Of Person(s) Conducting Session: _____

_____

_____

Seminar Participants:	Name	Job Title
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

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1.03 Charter Schools

Introduction

The board may elect to sponsor a charter school to serve any combination of grades Pre-k through 12 within the geographical boundaries of the district if it appears that the proposed charter would provide valuable opportunities for student learning. Charter schools sponsored by the district must be nonsectarian in all programs, including admission and employment practices. The board will not sponsor a charter school which is affiliated with a religious institution or private sectarian school.

If the charter contract is approved by both the district's board of education and the governing board of the charter school, the charter school will be a fully recognized Oklahoma public school. The charter school will be able to serve as many students as specified in the charter contract.

District Responsibilities / Process

The administration will promptly review all charter school proposals which are submitted in accordance with this policy and the Oklahoma Charter Schools Act, OKLA. STAT. tit. 70 § 3-130 ("Act"). The Act is incorporated herein by reference. At the conclusion of the review, the superintendent or his/her designee will prepare a written report which evaluates the proposal and makes a recommendation to the board regarding accepting or rejecting the proposed sponsorship.

The board shall either accept or reject sponsorship of a proposed charter school within ninety (90) days of receipt of the proposal. Applicants whose proposals are rejected are eligible to appeal as specified by the Act.

If the board recommends that an application be approved, the board will work cooperatively to develop a charter contract with the school. Once a contract is fully approved and executed, the district will monitor the charter school's operation, including progress toward its goals and its fiscal operations. The district will also provide the Oklahoma State Department of Education a copy of the charter contract.

The board specifically retains all powers and duties granted to it by the Act.

Applicant / Charter School Responsibilities / Process

Applicants must be familiar with the requirements of the Act and this policy and submit a charter school proposal which meets all necessary requirements. Applicants whose proposals are recommended for sponsorship must work cooperatively with the district's board to develop a charter contract.

The governing board of any approved charter school must work cooperatively with the district's board in accordance with the terms of the charter. This includes, but is not limited to providing information, documentation, and reports required by the Act or as requested by the district.

Application and Charter Contract Development Process

All charter school applications must be received in the superintendent's office by September 1 (or the next workday if the superintendent's office is closed on September 1) for a proposal to begin the following school year.

All charter school applications must utilize the template provided by the board and meet any deadlines established by the board. Any application which does not provide all required information in the prescribed format will be rejected. Any applicant which does not comply with stated timelines will be rejected.

Term and Renewal

An initial charter contract will be for a term of five (5) years. A charter contract may be renewed for addition five (5) year terms, or less, based on the performance, demonstrated capacities and particular circumstances of a charter school. Renewal proposals must be submitted before beginning the last contract year of operation as stated in an existing charter contract. A renewal proposal must contain, at a minimum:

- a complete progress report related to the charter school's existing goals and objectives, including student achievement;
- a list of newly defined or continuing goals through the entirety of the proposed renewal period;
- any improvements the charter school has implemented or planned;
- a complete financial statement;
- copies of all annual financial audits;
- any other evidence the charter school wishes to provide to support the renewal application; and
- any other information requested by the district.

Failure to meet the renewal deadline will waive the renewal option, although the charter school may submit a regular application as outlined in this policy and Oklahoma law.

Prior to the beginning of the final year of the charter contract, the district will issue a performance report and renewal guidance which summarizes the charter school's performance to date and outlines information regarding any issues which may negatively impact the charter school's renewal. The guidance will provide information about the specific criteria which will guide the district's decision related to the renewal. All renewal decisions will be based on the criteria established by the Act.

Termination

The board may terminate a charter contract during its term for any of the following reasons:

- failure to meet student performance requirements contained in the charter contract;
- breach of the charter school contract;

- failure to meet specified or required fiscal management requirements;
- legal violations; or
- other good cause.

The district's board will notify the charter school at least ninety (90) days prior to terminating a charter contract. If the charter school wishes to dispute the board's decision, the governing body must make a written request for an informal hearing within fourteen (14) days of receipt of the notice. If, after the hearing, the district's board still decides to terminate the charter contract, the charter school may pursue the remedies outlined in the Act to the extent legally permissible.

If a charter contract is terminated or not renewed, the charter school Will develop a transition team to work with the district to close the charter school in an orderly manner. This will include but not be limited to areas such as:

- transferring students, records, and school funds;
- regular communication with families, employees, and stakeholders;
- notifications pertinent to the closure; and
- general business related to the conclusion of the charter school's work.

Regardless of the pending closure of any charter school, the charter school is required to continue to provide educational services pursuant to the terms of the charter for the duration of the school year in question.

Teacher Rights

Teachers will not lose any salary or benefit status provided by law upon returning to the district after teaching at a district-sponsored charter school. A teacher who leaves the district to teach at a district-sponsored charter school will also be given employment preference if the teacher re-applies for employment within three (3) years after ending employment with the district, contingent upon the availability of an appropriate position.

1.04 Child Abuse, Neglect, Exploitation and Trafficking

Introduction

Under Oklahoma law, district employees have a varying legal obligations under Oklahoma law to report child abuse, neglect and exploitation to the Oklahoma Department of Human Services (DHS). District employees are also obligated under Oklahoma law to report suspected child trafficking to the Oklahoma Bureau of Narcotics and Dangerous Drugs Control (OBNDDC). In addition, district employees have an obligation to report suspected abuse, neglect, exploitation or trafficking affecting students to principals or other school officials to ensure the student's safety and welfare while at school or participating in school activities. The purpose of this policy is to provide directives and guidelines to assist district employees in fulfilling their legal responsibility.

Definitions

Certain terms used in this policy have the following definitions:

1. "Abuse, and neglect or exploitation" shall include, but is not limited to all of the following:
    a. "Abuse" is defined as:
        i. harm or threatened harm through action or inaction to a child's health, welfare (including non-accidental physical pain or injury, or mental injury), or safety, sexual abuse, sexual exploitation, or negligent treatment or maltreatment, including but not limited to the failure or omission to provide adequate food, clothing, shelter or medical care or protection from harm or threatened harm, by a person responsible for the child's health or welfare. Although "failure to protect" is separate from the legal definition of abuse, any district employee who suspects that a child is not being protected from abuse or neglect has an obligation to report the information to DHS. (10A Okla. Stat. § 1-1-105);
        ii. willful or malicious harm or threatened harm or failure to protect from harm or threatened harm to the health, safety, or welfare of a child under eighteen (18) years of age by another, or the act of willfully or maliciously injuring, torturing or maiming a child under eighteen (18) years of age by another. (21 Okla. Stat. § 843.5); or
        iii. the intentional infliction of physical pain, injury, or mental anguish or the deprivation of food, clothing, shelter, or medical care to an incapacitated person, partially incapacitated person, or a minor by a guardian or other person responsible for providing these services. (30 Okla. Stat. § 1-111).
    b. "Neglect" is defined as any of the following:
        i. the failure or omission to provide any of the following:
            1. adequate nurturance and affection, food, clothing, shelter, sanitation, hygiene, or appropriate education,
            2. medical, dental, or behavioral health care,
            3. supervision or appropriate caretakers, or

4. special care made necessary by the physical or mental condition of the child,
5. the failure or omission to protect a child from exposure to any of the following:
    i. the use, possession, sale, or manufacture of illegal drugs,
    ii. illegal activities, or
    iii. sexual acts or materials that are not age-appropriate;
    iv. abandonment. (10A Okla. Stat. § 1-1-105); or
    v. the failure to provide protection, adequate shelter or clothing; or the harming or threatening with harm through action or inaction by either another individual or through the person's own action or inaction because of a lack of awareness, incompetence, or incapacity, which has resulted or may result in physical or mental injury. (30 Okla. Stat. § 1-111).

c. A "person responsible for a child's health, safety or welfare" includes a parent, a legal guardian, a custodian, a foster parent, a person 18 years of age or older with whom the child's parent cohabitates or any other adult residing in the home of the child, an agent or employee of a public or private residential home, institution or facility, or an owner, operator or employee of a child care facility as defined by Okla. Stat. tit. 10 § 402.

d. “Sexual abuse" is defined as behavior that includes but is not limited to rape, incest and lewd or indecent acts or proposals, made to a child, as defined by law, by a person responsible for the health, safety, or welfare of the child. (10A Okla. Stat. § 1-1-105).

e. "Sexual exploitation" is defined as behavior that includes but is not limited to allowing, permitting, or encouraging, or forcing a child to engage in prostitution, as defined by law, by any person eighteen (18) years of age or older or by a person responsible for the health, safety, or welfare of a child, or allowing, permitting, encouraging or engaging in the lewd, obscene or pornographic photographing, filming or depicting of a child in those acts by a person responsible for the health, safety, and welfare of the child as defined by state law. (10A Okla. Stat. § 1-1-105).

f. “Contributing to the delinquency of a minor” meaning is defined as behavior that knowingly or willfully causes, aids, abets or encourages a minor to be, to remain, or to become a delinquent child or a runaway child. (21 Okla. Stat. § 856).

g. “Incest” meaning is defined as marrying, committing adultery or fornicating with a person within the degrees of consanguinity within which marriages are by the laws of the state declared incestuous and void. (21 Okla. Stat. § 885).

h. “Forcible Sodomy” is defined as meaning sodomy committed:

    i. By a person over eighteen (18) years of age upon a person under sixteen (16) years of age;

ii. Upon a person incapable through mental illness or any unsoundness of mind of giving legal consent regardless of the age of the person committing the crime;

iii. With any person by means of force, violence, or threats of force or violence accompanied by apparent power of execution regardless of the age of the victim or the person committing the crime;

iv. By a state, county, municipal or political subdivision employee or a contractor or an employee of a contractor of the state, a county, a municipality or political subdivision of this state upon a person who is under the legal custody, supervision or authority of a state agency, a county, a municipality or a political subdivision of this state, or the subcontractor or employee of a subcontractor of the contractor of the state or federal government, a county, a municipality or a political subdivision of this state;

v. Upon a person who is at least sixteen (16) years of age but less than twenty (20) years of age and is a student of any public or private secondary school, junior high or high school, or public vocational school, with a person who is eighteen (18) years of age or older and is employed by the same school system;

vi. Upon a person who is at the time unconscious of the nature of the act, and this fact should be known to the accused;

vii. Upon a person where the person is intoxicated by a narcotic or anesthetic agent administered by or with the privity of the accused as a means of forcing the person to submit; or

viii. Upon a person who is at least sixteen (16) years of age but less than eighteen (18) years of age by a person responsible for the child's health, safety or welfare. (21 Okla. Stat. § 888).

i. “Maliciously, forcibly or fraudulently taking or enticing a child away” is defined as meaning maliciously, forcibly or fraudulently taking or enticing away any child under the age of sixteen (16) years, with intent to detain or conceal such child from its parent, guardian or other person having the lawful charge of such child or to transport such child from the jurisdiction of this state or the United States without the consent of the person having lawful charge of such child. (21 Okla. Stat. § 891).

j. “Soliciting or aiding a minor child to perform or showing, exhibiting, loaning or distributing obscene material or child pornography” is defined as meaning:

i. Willfully solicits or aids a minor child to perform any of the following actions:

1. Lewdly exposing his or her person or genitals in any public place, or in any place where there are present other persons to be offended or annoyed thereby;

2. Procuring, counseling, or assisting any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of persons, for the purpose of sexual stimulation of the viewer;

3. Writing, composing, stereotyping, printing, photographing, designing, copying, drawing, engraving, painting, molding, cutting, or otherwise

preparing, publishing, selling, distributing, keeping for sale, knowingly downloading on a computer, or exhibiting any obscene material or child pornography; or

4. Making, preparing, cutting, selling, giving, loaning, distributing, keeping for sale, or exhibiting any disc record, metal, plastic, or wax, wire or tape recording, or any type of obscene material or child pornography; or
5. Shows, exhibits, loans, or distributes to a minor child any obscene material or child pornography for the purpose of inducing said minor to participate in:
   A. Lewdly exposing his or her person or genitals in any public place, or in any place where there are present other persons to be offended or annoyed thereby;
   B. Procuring, counseling, or assisting any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of persons, for the purpose of sexual stimulation of the viewer;
   C. Writing, composing, stereotyping, printing, photographing, designing, copying, drawing, engraving, painting, molding, cutting, or otherwise preparing, publishing, selling, distributing, keeping for sale, knowingly downloading on a computer, or exhibiting any obscene material or child pornography; or
   D. Making, preparing, cutting, selling, giving, loaning, distributing, keeping for sale, or exhibiting any disc record, metal, plastic, or wax, wire or tape recording, or any type of obscene material or child pornography. (21 Okla. Stat. § 1021).

k. "Procuring or causing the participation of any minor child in any child pornography or knowingly possessing, procuring or manufacturing child pornography" is defined as meaning procuring or causing the participation of any minor under the age of eighteen (18) years in any child pornography or who knowingly possesses, procures, or manufactures, or causes to be sold or distributed any child pornography. (21 Okla. Stat. § 1021.2).

l. "Permitting or consenting the participation of a minor child in any child pornography" is defined as meaning a parent, guardian or individual having custody of a minor under the age of eighteen (18) years who knowingly permits or consents to the participation of a minor in any child pornography. (21 Okla. Stat. § 1021.3).

m. "Facilitating, encouraging, offering or soliciting sexual conduct with a minor" is defined as meaning facilitating, encouraging, offering or soliciting sexual conduct with a minor, or other individual the person believes to be a minor, by use of any technology, or engaging in any communication for sexual or prurient interest with any minor, or other individual the person believes to be a minor, by use of any technology. (21 Okla. Stat. § 1040.13a).

n. "Offering or offering to secure a minor child for the purposes of prostitution or any other lewd or indecent act" is defined as meaning:

   i. Offering, or offering to secure, a child under eighteen (18) years of age for the purpose of prostitution, or for any other lewd or indecent act, or procure or

offer to procure a child for, or a place for a child as an inmate in, a house of prostitution or other place where prostitution is practiced;

ii. Receiving or offering or agreeing to receive any child under eighteen (18) years of age into any house, place, building, other structure, vehicle, trailer, or other conveyance for the purpose of prostitution, lewdness, or assignation, or to permit any person to remain there for such purpose; or

iii. Directing, taking, or transporting, or offering or agreeing to take or transport, or aid or assist in transporting, any child under eighteen (18) years of age to any house, place, building, other structure, vehicle, trailer, or other conveyance, or to any other person with knowledge or having reasonable cause to believe that the purpose of such directing, taking, or transporting is prostitution, lewdness, or assignation. (21 Okla. Stat. § 1087).

o. "Causing, inducing, persuading or encouraging a minor child to engage or continue to engage in prostitution" is defined as meaning:

i. By promise, threats, violence, or by any device or scheme, including but not limited to the use of any prohibited controlled dangerous substance causing, inducing, persuading, or encouraging a child under eighteen (18) years of age to engage or continue to engage in prostitution or to become or remain an inmate of a house of prostitution or other place where prostitution is practiced;

ii. Keeping, holding, detaining, restraining, or compelling against his or her will, any child under eighteen (18) years of age to engage in the practice of prostitution or in a house of prostitution or other place where prostitution is practiced or allowed; or

iii. Directly or indirectly keeping, holding, detaining, restraining, or compelling or attempting to keep, hold, detain, restrain, or compel a child under eighteen (18) years of age to engage in the practice of prostitution or in a house of prostitution or any place where prostitution is practiced or allowed for the purpose of compelling such child to directly or indirectly pay, liquidate, or cancel any debt, dues, or obligations incurred, or said to have been incurred by such child. (21 Okla. Stat. § 1088).

p. "Rape" is defined as meaning sexual intercourse involving vaginal or anal penetration accomplished with a male or female who is not the spouse of the perpetrator and who may be of the same or the opposite sex as the perpetrator under any of the following circumstances:

i. Where the victim is under sixteen (16) years of age;

ii. Where the victim is incapable through mental illness or any other unsoundness of mind, whether temporary or permanent, of giving legal consent;

iii. Where force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person;

iv. Where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit;

v. Where the victim is at the time unconscious of the nature of the act and this fact is known to the accused;

vi. Where the victim submits to sexual intercourse under the belief that the person committing the act is a spouse, and this belief is induced by artifice, pretense, or concealment practiced by the accused or by the accused in collusion with the spouse with intent to induce that belief. In all cases of collusion between the accused and the spouse to accomplish such act, both the spouse and the accused, upon conviction, shall be deemed guilty of rape;

vii. Where the victim is under the legal custody or supervision of a state agency, a federal agency, a county, a municipality or a political subdivision and engages in sexual intercourse with a state, federal, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim, or the subcontractor or employee of a subcontractor of the contractor of the state or federal government, a county, a municipality or a political subdivision that exercises authority over the victim;

viii. Where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in sexual intercourse with a person who is eighteen (18) years of age or older and is an employee of the same school system; or

ix. Where the victim is nineteen (19) years of age or younger and is in the legal custody of a state agency, federal agency or tribal court and engages in sexual intercourse with a foster parent or foster parent applicant. (21 Okla. Stat. § 1111).

q. “Rape” is defined as meaning an act of sexual intercourse accomplished with a male or female who is the spouse of the perpetrator if force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person. (21 Okla. Stat. § 1111).

r. “Rape by instrumentation” is defined as meaning an act within or without the bonds of matrimony in which any inanimate object or any part of the human body, not amounting to sexual intercourse is used in the carnal knowledge of another person without his or her consent and penetration of the anus or vagina occurs to that person. Provided further that (1) where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in conduct prohibited by this section of law with a person who is eighteen (18) years of age or older and is an employee of the same school system, or where the victim is under the legal custody or supervision of a state or federal agency, county, municipal or a political subdivision and engages in conduct prohibited by this section of law with a federal, state, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim, or (2) where the victim is nineteen (19) years of age or younger and in the legal custody of a state agency,

federal agency or tribal court and engages in conduct prohibited by this section of law with a foster parent or foster parent applicant, consent is not an element. (21 Okla. Stat. § 1111.1).

s. “Making any oral, written or electronically or computer-generated lewd or indecent proposals to a minor child under the age of sixteen (16)” is defined as meaning making any oral, written or electronically or computer-generated lewd or indecent proposal to any child under sixteen (16) years of age, or other individual the person believes to be a child under sixteen (16) years of age, for the child to have unlawful sexual relations or sexual intercourse with any person. (21 Okla. Stat. § 1123).

t. “Exploitation” is defined as meaning an unjust or improper use of the resources of a child an incapacitated person, a partially incapacitated person, or a minor for the profit or advantage, pecuniary or otherwise, of a person other than the child, an incapacitated person, a partially incapacitated person, or a minor through the use of undue influence, coercion, harassment, duress, deception, false representation or false pretenses (30 Okla. Stat. § 1-111).

u. “Child Trafficking” as defined below.

2. “Child Trafficking” is defined by the Oklahoma Statutes at Okla. Stat. tit. 21 § 866. includes, but is not limited to behavior that consists of the acceptance, solicitation, offer, payment or transfer of any compensation, in money, property or other thing of value, at any time, by any person in connection with the acquisition or transfer of the legal or physical custody or adoption of a minor child, except as ordered by the court or except as otherwise provided by Section 7505-3.2 of Title 10 of the Oklahoma Statutes. (21 Okla. Stat. § 866).

3. A "person responsible for a child's health, safety or welfare" includes a parent, a legal guardian, a custodian, a foster parent, a person 18 years of age or older with whom the child's parent cohabitates or any other adult residing in the home of the child, an agent or employee of a public or private residential home, institution or facility, or an owner, operator or employee of a child care facility as defined by Okla. Stat. tit. 10 § 402.

4. “Parent” refers to parents, guardians or others who have legal responsibilities for specific children.

Reporting Suspected Child Abuse, Neglect, Exploitation, or Trafficking

Any district employee having reasonable cause to believe that any student under the age of 18 years is suffering from abuse, neglect or exploitation shall immediately report this matter to:

1. Oklahoma Department of Human Services (“DHS”) through the hotline designated for this purpose (1-800-522-3511), AND
2. local law enforcement.

Any district employee having reasonable cause to believe that any student over the age of 18 years is suffering from abuse, neglect or exploitation shall immediately report this matter to local law enforcement.

Additionally, any district Employees must report suspected child trafficking to:

1. Oklahoma Bureau of Narcotics and Dangerous Drugs Control ("OBNDDC") at 1-800-522-8031,
2. DHS through the hotline designated for this purpose (1-800-522-3511), AND
3. local law enforcement. The employee should then provide notice to the school principal or other school official that a report was made, the name of the child, circumstances surrounding the report and the confirmation number provided by the hotline representative.

Neither the board of education nor any district employee will discharge or in any manner discriminate or retaliate against the person who in good faith provides such reports or information, testifies, or is about to testify in any proceeding involving child abuse, neglect, exploitation, or trafficking, provided that the person did not perpetrate or inflict the abuse, neglect, exploitation or trafficking.

After a report is made to DHS or OBNDDC via the hotline or to law enforcement, the reporting party will prepare a written report which contains the confirmation number of the report (if applicable), the date and time of the telephone contact, the name of the person to whom the district employee made the oral report, the names and addresses of the child student, the parents, and any other responsible persons, the child's student's age, the nature and extent of injuries, any previous incidents, and any other helpful information. A copy of this report will be furnished to the principal or, if the reporter believes the principal is not an appropriate individual, to the superintendent.

Investigating Child Abuse, Neglect or Exploitation

At the request of appropriately identified investigators of DHS, OBNDDC or the district attorney's office or local law enforcement, the superintendent, principal or other school official shall permit the investigators access to the student about whom the agency received a report. The interview will be arranged in a manner that minimizes embarrassment to the child/student. The superintendent will not contact the parent, guardian or other person responsible for the child's student's health or welfare prior to or following the interview, unless permission for parent contact is provided by DHS, OBNDDC or the district attorney's office or law enforcement authorities. No district employee will be present during the interview. However, a district employee may be present prior to the interview if the employee believes that his or her temporary presence will make the child/student more comfortable or if the representatives request the presence of a district employee during the interview.

If the District receives any allegation or disclosure that a school employee is involved in the abuse or neglect of a child/student, the District shall report the matter within 24 hours to local law enforcement. In addition, the District will not conduct any formal investigation until law enforcement has had the opportunity to interview the involved parties, unless law enforcement determines that an immediate school response is necessary to protect student safety.

Reports to Principal or Other School Officials

Suspected instances of child abuse, neglect, exploitation or trafficking, whether the result of circumstances at home, school or at other locations, affects the child/student while he or she is in the care and custody of the at school or participating in school activities. Consequently,

employees are required to report any suspicion of child abuse, neglect, exploitation or trafficking by any individual, whether the identity is known or unknown, to the principal or other school official. This reporting obligation exists in all instances, including circumstances suggestive of this conduct at school or connected with school activities.

Immunity for Good Faith Reports

Oklahoma law provides that any district employee who in good faith and exercising due care makes a report to DHS or another appropriate law enforcement office, allows access to a child student by persons authorized to investigate a report concerning the child student or participates in any judicial proceeding resulting from a report, shall have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed.

Neither the board of education nor any district employee will discharge or in any manner discriminate or retaliate against the person who in good faith provides such reports or information, testifies, or is about to testify in any proceeding involving abuse, neglect, exploitation, or trafficking, provided that the person did not perpetrate or inflict the abuse, neglect, exploitation or trafficking.

Information Concerning Child Abuse, Neglect or Exploitation

In any instance in which the district receives a report from DHS regarding any confirmed report of sexual abuse or severe physical abuse concerning the child/student, the superintendent will forward to a subsequent school in which the child/student enrolls all confirmed reports of sexual abuse and severe physical abuse received from DHS, and the superintendent will notify DHS of the child/student's new school and address, if known.

All information or documents generated or received by the district in regard to the matter are confidential and shall not be disclosed except to investigators of DHS, the district's attorneys, the district attorney's office, a subsequent district in which the child/student enrolls, a person designated to assist in the treatment of or with services provided to the child/student or other state or federal officials in connection with the performance of their official duties. The information or documents shall be maintained and transmitted by the district in the same manner as special education records. Such records shall be destroyed when the child reaches the age of 18.

Reference: 10A Okla. Stat. §1-2-101 et seq.
30 Okla. Stat. § 4-903
70 Okla. Stat. § 1210.163

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[1] 10A Okla. Stat. § 1-6-103(B)(3)(b)

1.05 Circulation of Petitions and Distribution of Information by School Employees

A. School District personnel shall not circulate any petition on any topic during school hours, at school events, or on school grounds and in school facilities, when employees are performing services for the school district, except as otherwise provided for herein.

B. This policy does not in any way limit the right of school personnel to participate in petitioning activities that are consistent with this section.

C. School personnel may circulate petitions within the employee lounge during those periods when the employee is not scheduled to work so long as the activity does not interfere with the operation of the school, or hinder another employee in the performance of his/her assigned duties.

D. Teachers may not distribute any literature or solicit for any other cause in working areas during working time except for school-sponsored programs approved by the building principal and/or Superintendent.

E. “Working time” includes working time of both the teacher/faculty members soliciting or distributing and the teacher/faculty members to whom the solicitation distribution is directed. “Working time” does not include a teacher’s meal times, or other periods when the teacher has been released from the performance of his/her work, whether such periods are paid for or not.

1.05a Distribution of Information by Outside Organizations and Individuals

A. Distribution of Written Materials and Information from Outside Organizations and Individuals

The intent of this policy is to prohibit or minimize the exploitation of students and staff to promote for monetary gain any business or private enterprise.

Students

The District does not permit the distribution of written information, flyers, and similarly printed materials directly to students from organizations (whether for-profit or non- profit) and individuals, through a backpack flyer program or otherwise during the school day.

The District cooperates with approved community partners by posting e-flyers online and distributing them electronically through a service provider. This electronic distribution method of school flyer delivery acts in place of all paper distribution of flyers.

The distribution of all flyers from outside organizations is to be approved by the Director of Communications. Individuals wishing to distribute materials are required to create an account with the online flyer company and submit the flyer through the online platform. The District will approve or disapprove the submitted flyer and an email will be sent from the online flyer company to the requestor with the result.

No materials will be distributed that contain religious or political content and/or advertising overtones which may be beneficial to any particular group or business at the expense of others. It should be understood that some advertising and sales, when in connection with school related activities, can be beneficial to the District and its students. Therefore, advertising and book sales may be permitted in the District if they are directly related to approved school clubs or related activities that benefit District students. Such activities may include but not be limited to, school newspapers, yearbooks, athletic clubs/camps, and scouting activities. All school-sponsored fundraising projects will be considered permissible.

Generally, for-profit organizations will not be allowed to distribute materials to students. Exceptions will be made for those organizations working in cooperation with school groups in the organization and promotion of approved fundraisers directly benefiting Owasso Public Schools or a student group. Fundraisers must be approved by the site principal or designee.

Staff

On occasion, for-profit organizations and businesses may wish to distribute flyers to staff members. The Director of Communications will approve these materials if the content is of direct benefit or cost saving to employees. Such benefits include, but not limited to, educator discounts, special sales for classroom supplies, and professional development opportunities.

B. Announcements during the School Day to Students from Outside Organizations and Individuals

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The District does not permit announcements from outside organizations and individuals during the school day. This prohibition shall not apply to the following:

1. Announcements related to PTO meetings and PTO sponsored functions;
2. Announcements related to District sponsored student organization meetings and functions;
3. District sponsored programs/activities approved by the Superintendent; and
4. Cancellation intercom announcements for any student groups (District sponsored or non-sponsored) meeting at a school site before or after school hours provided the cancellation request is timely received by the site principal.

C. Distribution of Written Materials by Students

Nothing within this policy limits or prohibits the Distribution of Written Materials by Students as otherwise provided in Board Policy 5.07.

D. Signs Placed on the Exterior Grounds of Schools

Except for announcements on signage approved by the site principal related to (1) PTO meetings and PTO sponsored functions, (2) District sponsored student organization meetings and functions, and (3) District sponsored student programs/activities approved by the Superintendent, no signs related to outside organizations and individuals will be permitted to be placed on the exterior grounds of the schools in the District.

E. Informational Tables at Open House Events

At scheduled Open House Events where parents visit the school site and meet with teachers, only the following organizations will be permitted to set up information tables: (1) District recognized Parent-Teacher Organizations, and (2) District sponsored student organizations.

F. Definitions

As used in this Policy:

1. “District sponsored student organizations” means those student organizations in grades Pre-K through 12th whose membership is solely of students enrolled at the District, meets for common goals, objectives or purposes, and that are under the sole direction and control of the District.
2. “District sponsored student programs/activities approved by the Superintendent” means those programs/activities by District sponsored student groups in grades Pre-K through 12th that are approved by the Superintendent or designee and for which all monies generated are subject to deposit in the District’s general fund or an applicable student activity fund.
3. “Written material” includes, but is not limited to, leaflets, magazines, books, brochures, flyers, petitions, newspapers, buttons, badges, or other insignia.
4. “Outside organizations” means any non-profit or tax-exempt organization other than school-related organizations.

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1.06 Community Activities

School District personnel are encouraged to assume the full responsibilities of citizens of this community, the State of Oklahoma and the United States of America, including participation in cultural, civic and service organizations.

School District personnel are reminded that as employees of the School District they are viewed by the public as representatives of the School District and should conduct themselves accordingly.

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1.07 Complaint Procedure

Definition

A complaint is defined as a claim by a School District employee that there has been an inequitable application of a board policy directly related to the complaining employee's employment.

Process

1. An employee shall submit a written complaint citing the policy which the employee believes to have been inequitably applied within ten (10) days of the alleged occurrence to his/her immediate supervisor.
2. If the complaint is not resolved to the employee's satisfaction following a meeting with the immediate supervisor, the employee may, within ten (10) days, appeal his/her complaint to the Assistant Superintendent or his/her designee.
3. If the complaint is not resolved to the employee's satisfaction following a meeting with the Assistant Superintendent or his/her designee, the employee may, within ten (10) days, submit a written appeal to the Superintendent.
4. If the complaint is not resolved to the employee's satisfaction following a meeting with the Superintendent, the employee may, within ten (10) days, submit a written appeal to the Board.
5. The Board will consider the complaint at its next regularly scheduled meeting or at a special meeting called for that purpose. The employee will be afforded an opportunity to appear before the Board and present his/her viewpoint before a decision of the Board is made. The decision of the Board will be final and binding on all parties.
6. No reprisals will be taken against any employee by reason of the employee's utilization of this complaint procedure.
7. Records of complaints will be kept in a separate complaint file and no record of a complaint will be kept in the individual file of a school district employee.

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1.08 Regarding the Transfer and Release of Confidential Information

The Owasso School District adopts this policy pursuant to Title 10, Section 620.5 of the Oklahoma Statutes

For purposes of this policy, “confidential information” means any information regarding a child receiving services supported in whole or in part by state or federal funds, a family member of such child, or other persons residing in the home of such child, and which is required by state or federal law or regulation to be maintained in a confidential manner.

The School District will transfer and release confidential information in accordance with this policy to:

1. The Department of Human Services,
2. The Department of Mental Health and Substance Abuse Services,
3. The State Department of Health,
4. The State Department of Education,
5. The State Department of Vocational and Technical Education,
6. The Oklahoma Commission on Children and Youth,
7. The J.D. McCarty Center for Handicapped Children,
8. The Department of Corrections,
9. Private agencies receiving public funds pursuant to a grant or contract with one of the agencies listed in (1) through (8) and providing institutional, community residential or community-based services as defined by Title 10, Section 1101 of the Oklahoma Statutes, to children and family,
10. Persons and agencies subject to the rules promulgated by the agencies listed in (1) through (8) and
11. Statutorily-constituted juvenile bureaus.

Unless otherwise permitted by state or federal law or regulation, confidential information will only be released to the above-described entities pursuant to (1) a court order or (2) an informed consent that has been executed by (a) the parent or guardian of the child or other person authorized by state or federal law to execute such consent, if the subject of the confidential information is a child or (b) the individual who was the subject of the confidential information or other person authorized by law to execute such consent on his or her behalf, if the subject of the confidential information is an adult. The School District will use the State of Oklahoma Standard Form Consent for Release of Confidential Information to transfer and release such information.

The School District will follow the rules promulgated by the State Department of Education for authorizing access to confidential information for the purpose of gathering statistical information or conducting studies or researches otherwise authorized by law.

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1.09 Conflict of Interest

In order to protect the public trust and maintain confidence in the fairness of public education, conflicts of interest or even the appearance of conflict must be avoided. Therefore, it is the policy of the Owasso Board of Education that school board members and school district personnel shall not engage in any activity that would create a conflict of interest.

Personal property acquired by the district is intended for use by employees of the district within the scope of their employment. Use of school property, including, but not limited to, teaching materials, computer software and hardware, electronic equipment, and other equipment, outside of the scope of the employee's employment is prohibited. Employees that utilize school district owned property for personal use or gain may be subject to disciplinary action which could include possible action to nonrenew or terminate employment.

With regard to any Federal funding, the district will disclose in writing any potential conflicts of interest to the Federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policies and procedures.

No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediately family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Violation of these standards will result in disciplinary action which may include termination of employment.

Contracts and Business Arrangements

1. Contracts with Board Members

   Oklahoma law prohibits a school board from entering into a contract in which a board member is directly or indirectly interested. 70 O.S. § 5-124.

2. Disclosure of Other Contracts and Business Arrangements

   The board of education believes that certain business and contractual arrangements by employees, although not in violation of state law, create such a potential for conflict of interest that such contracts or relationships should be disclosed to the superintendent. The following contracts or business relationships shall be disclosed in writing to the superintendent:

   - Any two or more district employees who together enter into any business relationship, including, but not limited to, a partnership, corporation, or lessor/lessee relationship.
   - Any employee who has a substantial interest, directly or indirectly, in any person or entity that is providing services or sales of equipment or other goods or commodities to the district where such relationship would result in a direct or indirect monetary benefit to the employee.

- Any violation of the foregoing reporting requirements will subject the employee or employees involved to possible disciplinary action which could include possible termination or nonrenewal of employment.

3. Contracts or Employment Relationships between Employees

- District employees are not permitted to have other employees do personal errands or work for them during normal employment hours for personal gain.
- District employees who hire or use the services of other district employees for personal benefit during times other than normal employment hours should do so in such a manner as to avoid the appearance that the work or employment is being done as a condition of employment or is being done during normal employment hours.

4. Other Prohibited Activities

- In addition to the foregoing, the board of education prohibits any employee from receiving a monetary benefit as the result of any contract between a non-employee and the district.

It is the express policy of the board of education that full-time employees devote their full efforts to their assigned activities during their normal business hours.

LEGAL REFERENCE:
70 O.S. § 5-124
2 C.F.R. § 200.112
2 C.F.R. § 200.318

Amended April 2019

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1.10 Interviews on School Premises; DHS, Law Enforcement, Mental Health Provider

Department of Human Services (DHS)

DHS may conduct an interview and examination of the child at any reasonable time and at any place including, but not limited to, the child's school. School personnel will obtain documentation of the name and identification of DHS personnel conducting the interview. If requested by a DHS representative, an administrator may be present during an interview.

Law Enforcement

Should it become necessary for a properly identified member of a law enforcement agency to talk to a student and/or school personnel during the school day, the following procedures should be observed to assist law enforcement officers and to protect the rights of pupils and parents:

1. All properly identified law enforcement personnel will coordinate all business through the principal's office.

2. Prior to any custodial interrogation of a minor student by law enforcement, state laws will be followed by law enforcement personnel with regard to notification to parents by law enforcement.

3. An administrator or designee should be present during any interview on campus.

4. Except in child abuse cases involving a parent, a student will accompany the officer off the premises only when the officer has a warrant for his/her arrest or when it has been determined the student has become a threat to him/herself or others and after the parent has been notified. If parents cannot be reached prior to the need to remove the student from the premises, notification should be made as soon as possible.

Mental Health Providers

Third party mental health providers may not conduct student interviews or provide therapy to a student during school hours on school property unless a board approved Memorandum of Understanding or contract is in place with the school district.

1.11 Copyright Policy and Guidelines

It is the policy of the Owasso Board of Education to adhere to the provisions of the Copyright Act of 1976 (P.L. 94-553) (the "Act") as it affects the District and its employees. Federal law provides specific restrictions on the reproduction of copyrighted materials and recognizes certain "fair use" circumstances that permit use and duplication of copyrighted materials. A copyright is a property right and willful infringement of a copyright can result in criminal prosecution.

A copyright protects an original work of authorship. Such works include:

1. Literary works;
2. Musical works, including any accompanying words;
3. Dramatic works, including any accompanying music;
4. Pantomimes and choreographic works;
5. Pictorial, graphic, and sculptural works, including maps and architectural blueprints; and
6. Motion pictures and other audiovisual works; and sound recordings.

All copyrighted material must comply with "fair use" provisions and Chapter 1, Section 110 of the Copyright Law. All copyrighted material used in Owasso Public Schools should:

- Be used with students in "face to face" instruction with the teacher
- Be directly related to the curriculum and the current instruction
- Be correlated to instructional objectives
- Be shown in the normal instructional setting, not in a large group setting, such as the auditorium
- Not be used for extra-curricular, reward or recreational use
- Not be used for fundraising. No admission should be charged for a showing.
- Be "lawfully made." That means that the teacher has not duplicated, in any form, a copy in violation of Fair Use, without the knowledge of the copyright holder or that the teacher has not knowingly purchased an illegal copy. It is reasonable to assume that multimedia materials acquired from rental stores and libraries are lawfully made copies.

It is the position of the Owasso Public Schools that copyrighted materials, whether they are print or non-print, will not be duplicated unless such reproduction meets "fair use" standards or unless written permission from the copyright holder has been received. Illegal copies of copyrighted materials may not be made or used on District equipment.

The rights granted by copyright are subject to certain limitations. The doctrine of "fair use" permits use of a copyrighted work without consent of the copyright owner provided the use is for purposes such as criticisms, comment, news reporting, teaching, scholarship or research. To determine if such use is a "fair use" of the copyrighted work, the "Act" requires consideration of:

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1. The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes.

2. The nature of the copyrighted work;
3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole;

The effect of the use upon the potential market for or value of the copyrighted work.

In an effort to discourage violation of the copyright law and to prevent such activities:

1. The Owasso Public Schools Copyright Policy will be distributed to all employees.
2. Employees who willfully disregard the District's policy do so at their own risk. Consequently, the employee will assume the full responsibility for violation of both the Board's policy and the "Act's" requirements. This may result in a forfeiture of both legal defense and insurance protections, as well as adverse employment action including the possibility of dismissal or non-reemployment.
3. Employees who have questions regarding the interpretation of the policy, works covered by the copyrighted policy and the "Act", of "fair use" of a copyrighted work, should consult with the building principal.

Multimedia Policy:
Multimedia to Include Video, DVD, CD, CD-ROM, Internet & Audio Tapes

Off Air Recording

1. Off-air recordings of broadcast radio, television or internet without charge may be retained for a period not to exceed 45 calendar days after the date of the recording. The recorded program may be used once with each class in a face-to-face teaching situation to meet instructional objectives and may be repeated once for reinforcement or review within 10 consecutive school days after the recording date. The recording may be used only for teacher evaluation purposes for the remainder of the 45-day period. THE RECORDING MUST BE ERASED AT THE END OF THE 45-DAY PERIOD.

2. Programs that appear on subscription cable channels (HBRO, Cinemax, Disney or etc.) or Internet providers do not qualify under "fair use" guidelines. They may NEVER be used in the school setting without written permission from the copyright holder.

3. All off-air recordings must comply with the "fair use" provision and Chapter 1, Section 110 of the Copyright Law. Off-air recordings shown in Owasso Public Schools should:

    - Be used with students in "face to face" instruction with the teacher
    - Be directly related to the curriculum and the current instruction
    - Be correlated to instructional objectives
    - Be shown in the normal instructional setting, not in a large group setting, such as the auditorium
    - Not be used for extra-curricular, reward or recreational use

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- Not be used for fundraising. No admission should be charged for a showing.
- Be “lawfully made.” That means that the teacher has not duplicated, in any form, a copy in violation of Fair Use, without the knowledge of the copyright holder or that the teacher has not knowingly purchased an illegal copy. It is reasonable to assume that multimedia materials acquired from rental stores and libraries are lawfully made copies.

Rented or Purchased Audiovisual Materials

Owasso Public School faculty are expected to use sound professional judgment in the selecting of video and other or media resources used with students, and are to be aware of both the Federal Copyright Law and Fair Use practices as they apply to the use of such media in the classroom. Ownership of audiovisual materials is different from the ownership of its copyright.

All rented or purchased video or DVD marked ‘FOR HOME USE ONLY” must comply with the “fair use” provision and Chapter 1, Section 110 of the Copyright Law. Rented or purchased audiovisual materials shown in Owasso Public Schools should:

- Be used with students in “face to face” instruction with the teacher
- Be directly related to the curriculum and the current instruction
- Be correlated to instructional objectives
- Be shown in the normal instructional setting, not in a large group setting such as the auditorium
- Note be used for extra-curricular, reward or recreational use
- Not be used for fundraising. No admission should be charged for a showing.
- Be “lawfully made.” That means that the teacher has not duplicated a copy in violation of Fair Use, without the knowledge of the copyright holder or that the teacher has not knowingly purchased an illegal copy. It is reasonable to assume that videos acquired from rental stores and libraries are lawfully made copies.

Commercial multimedia materials may be shown only after other educational resources are considered.

Documentation

Each school will maintain a Video/DVD log in the MAIN OFFICE that will be used to document the use of Video/DVD materials. **Teachers will complete required information on the log at least 48 hours prior to the viewing of the video/DVD by students.** ALL videos or DVDs must be logged.

Multimedia Criteria

All Video/DVDs shown must meet the following criteria:

1. Reflected in lesson plans

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2. Directly related to subject matter

3. Fall within the rating guidelines as follows:

R:	shall be prohibited at all grade levels
PG13:	shall be prohibited at all grade levels
PG:	may be shown at the junior high and high school with discretion
G:	may be shown at any grade level
NR:	may be shown with approval of the principal
EDITED:	may be shown with approval of the principal

Limitations

1. Commercial multimedia may not be required for assignments outside the classroom. They may be offered for extra credit if it follows the criteria as stated in item B.1. and an alternative option of equal value is given.
2. Multimedia materials on preview must not be copied and must be returned or purchased after a reasonable evaluation time.
3. Multimedia materials may not be borrowed from other school districts and used in the classroom unless they meet the criteria established by the Owasso District Multimedia Policy.

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1.12 Requiring an Employee Annual Criminal Record Questionnaire

Student and staff safety is of paramount concern to the Owasso Board of Education. Employees who have committed criminal offenses could be a threat to the safety of students and staff. The Board of Education commits itself to make the best possible effort to maintain a workplace safe for all students and employees.

1. On an annual basis, all School District employees who are employed on September 1 of each year are required to truthfully answer the following questions:

HAVE YOU WITHIN THE PAST 365 DAYS	**YES**	**NO**
Entered a plea of guilty or nolo contendere to a state (any state) or federal felony charge?		
Been convicted of a state (any state) or federal felony offense)		
Been charged with a state (any state) or federal felony offense which was reduced to a misdemeanor offense to which you entered a plea of guilty or nolo contendere?		
Entered a plea of guilty or nolo contendere to, or been convicted of, a state (any state) or federal misdemeanor charge involving illegal chemical substances or illegal sexual activity?		
Entered into a deferred prosecution agreement with a state (any state) or federal prosecutor?		

All questionnaire forms must annually be returned to the office of the Superintendent of Schools by September 15 of each school year.

Refusal by the employee to sign and return the required form or giving false information or misinformation on the required questionnaire form will constitute insubordination and willful neglect of duty and may be the basis for disciplinary action, including termination of employment.

2. It is the duty of every School District employee, within ten (10) days of any of the following occurrences, to notify, in writing, the Superintendent of Schools:

    a. If the employee enters a plea of guilty or nolo contendere to a state (any state or federal felony charge;

    b. If the employee is convicted of a state (any state) or federal felony offense;

    c. If the employee enters a plea of guilty or nolo contendere to a misdemeanor offense that originally was a state (any state) or federal felony charge;

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d. If the employee enters a plea of guilty or nolo contende or has been convicted of a state (any state) or federal misdemeanor charge involving illegal chemical substances or illegal sexual activity;

e. If the employee enters into a deferred prosecution agreement with a state (any state) or federal prosecutor.

Failure to provide the referenced information, in writing, to the superintendent of schools within the ten (10) day period may result in termination for insubordination and willful neglect of duty.

Each year staff (certified, support and administrative) may be randomly selected for a complete criminal record check to be conducted in the same manner as pre-employment criminal record checks for all employees.

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1.14 Policy with Regard to Employees for a Drug and Alcohol-Free Workplace

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

1. Use, possession, dispensing, manufacture, sale or distribution or conspiring to sell, distribute or possess or being in the chain of sale or distribution, or being under the influence of a controlled substance, alcoholic beverage, or low-point beer (as defined by Oklahoma law, i.e., 3.2 beer) in any of the School District's facilities, on School District property (including vehicles) or at a School District sponsored function or event by a School District employee is prohibited. Violation of this prohibition shall result in disciplinary action, which may include dismissal or nonrenewal of employment. Violations which constitute criminal acts will be referred for prosecution.
2. Employees who are engaged in the performance of work under the terms of a federal grant must, as a condition of their employment, notify a School District administrator in writing of any drug conviction (including a plea of nolo contendere) for a violation of a criminal drug statute which occurred at a School District workplace within five calendar days after the conviction. The conviction shall result in dismissal or nonrenewal.
3. The conviction shall be reported in writing by the School District's grant administrator to the relevant federal granting agency within 10 calendar days of the notification by the employee or other actual notice of the conviction.
4. This policy statement shall be included in the School District's employee manual, and shall be distributed to all employees at the commencement of each school year.
5. The employee in-service training period prior to the commencement of each school year shall include a review and discussion of the dangers of drug and alcohol abuse in the workplace, the School District's policy for a drug- and alcohol-free workplace, the penalties for violating the policy, and available sources of information, counseling, rehabilitation and re-entry programs regarding drug and alcohol use.

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1.16 Family and Medical Leave

It is the policy of the district to comply fully with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and all its related revisions, including the National Defense Authorization Act (NDAA), collectively referred to in this policy as "FMLA." The district is a covered employer and, accordingly, will provide up to 12 work weeks of unpaid leave to eligible employees. This leave must run concurrently with any paid leave the eligible employee has available. Eligible employees may also be entitled to 14 additional work weeks of leave (26 work weeks total) for service member family leave.

Any employee utilizing FMLA leave is required to cooperate in matters of scheduling, providing prompt notice of the need to use leave and availability for return to work, completing paperwork, etc.

This policy is not intended to create any leave obligations for the district in addition to those provided under the FMLA. In the event any conflict exists between this policy and the FMLA, the FMLA will be the final authority.

Definitions

"Eligible employees" are those employees who:

- have been employed for at least one year by the district; and
- worked at least 1,250 hours during the previous 12-month period; and
- have requested leave for a reason covered by the FMLA; and
- there are at least 50 employees within a 75-mile radius.

Full-time instructional employees are deemed to have met the 1,250 hours of employment requirement if they worked full time during the prior year.

- A "child" means a biological, adopted, foster or step child, a legal ward, an individual with an in loco parentis relationship with the employee or military member, and adult children who are physically or mentally incapable of self-care.
- A "serious health condition" is one which requires either in-patient care or continuing treatment by a health care provider. This includes conditions or illnesses affecting health to the extent that in-patient care is required, or absences are necessary on a recurring basis or for more than just a few days. A "serious health condition" does not include short-term conditions for which treatment and recovery are very brief as such conditions would normally be covered by the district's sick leave policies.
- A "year" means a rolling 12-month period measured backward from the date an employee uses any leave.
- A "work week" means the employee's usual or normal schedule (hours/days per week) prior to the start of FMLA.
- A "covered military member" (for purposes of active duty leave) is an individual serving in the Regular Armed Forces or the National Guard and Reserves and who has been called to active duty. Veterans receiving treatment or therapy, or those who are recuperating and were discharged or released for any reason other than dishonorable

discharge within the 5 years preceding the employee's request for leave are also included in this definition.

- A "covered military member" (for purposes of service member family leave) is an individual serving in the Regular Armed Forces or the National Guard and Reserves who is undergoing treatment or therapy for a serious injury or illness incurred or exacerbated while on active duty.
- A "serious injury or illness" is an injury or illness incurred (or exacerbated) by the service member in the line of duty in the Armed Forces or National Guard and Reserves which:
  - may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or
  - resulted in the member receiving a VA Service Related Disability Rating of 50% or more; or
  - substantially impairs the veterans' ability to be gainful employed; or
  - resulted in the member's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Reasons for Leave

All eligible employees who meet FMLA requirements may be granted leave as provided in this policy and required by law for the following reasons:

1. for the birth of a child and to care for such child, or placement for adoption or foster care of a child;

   - The beginning date to list on the FMLA application would generally be the date the child is due unless there are medical complications prior to the birth that would generate an earlier date for the beginning of leave usage. The beginning date will be adjusted as needed when the child is born and would initiate the recovery period. The ending date would be that following the typical recovery period needed for medical reasons unless additional leave is requested following the initial use of leave for medical recovery or medical complications prior to or following delivery. Additional leave utilized up to the maximum allowed under FMLA would then be **unpaid.**
   - Non-contract days such as those at fall, winter, spring, summer breaks, etc., **do not** count against the total number of allowable days available for use for either medical or family reasons under FMLA. However, in calculating **recovery** days following child birth, non-contract days **do** count against the portion allowable for the normal **medical recovery period** for childbirth. The recovery period begins the day that the child is born. Typical recovery time is generally 6 weeks for normal deliveries and 8 weeks for C-sections. If additional days are taken beyond the normal medical recovery period, the remaining time off is considered family leave and is **unpaid. Applicable** accumulated leave earned in the District will be applied during your FMLA leave period. This would include sick leave for any medical portions of the leave, followed by any accumulated personal days and then 20 days at sub deduct if needed. Again, remember that non-medical use of FMLA leave will be allowable up to the maximum of 12 weeks, but will be **unpaid**.

- An example of use of FMLA involving both contract and non-contract days would be for the delivery of a child occurring during the summer months. FMLA can be accessed for the maximum of 12 weeks **unpaid** when the school year begins, unless a portion of the **medical recovery period** aligns with the start of the new school year. Any portion of the **medical recovery period** that occurs during that period can be **paid, or partially paid,** with the use of sick leave, personal, and the 20 days sub-deduct applied against the portion needed to complete the **medically related recovery period**. As mentioned above, any additional days used to care for the child will be **unpaid** up to the maximum of the 12 weeks allowed.
- Since accessing leave is not for medical reasons for the father, but rather for care of family members (spouse and child), leave under FMLA is for the family portion and generally **unpaid**. The District does grant up to 5 days paid sick leave for when the spouse first delivers and is typically in the hospital. After that, any unused personal days accumulated in the District for the year may be accessed prior to the leave becoming accessible at **no pay** up to the maximum of 12 weeks.
- If both parents are employed by the district, the combined amount of FMLA leave cannot exceed 12 work weeks

2. to care for a spouse, child or parent with a serious health condition;
3. for a serious health condition of the employee that makes the employee unable to perform his or her job functions;
4. for covered active duty leave with one or more of the following exigencies:
   - Short-notice deployment: employees can take up to 7 calendar days leave to address issues that arise from service members' call or order to active duty seven calendar days or less prior to the date of deployment;
   - Military events and related activities: employees can take leave to attend official ceremonies, programs, or events sponsored by the military that are related to service members' active duty or call to active duty or attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to service members' active duty or call to active duty;
   - Childcare and school activities: employees can take leave to arrange alternative childcare, provide childcare on an urgent, immediate need (but not every day) basis, enroll in or transfer a child to a new school or day care facility, or attend meetings with school or day care staff (such as parent-teacher conferences) due to service members' active duty or call to active duty;
   - Financial and legal arrangements: employees can take leave to make or update financial or legal arrangements to address service members' absence while on active duty or call to active duty, such as executing powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System, or obtaining military identification cards and to act as the service members' representative before governmental agencies to obtain, arrange, or appeal military service benefits while service members are on active duty or called to active duty and for 90 days following termination of active duty status;

- Counseling: employees can take leave to attend counseling that is provided by someone other than a healthcare provider for service members or their children for needs arising from service members' active duty or call to active duty;
- Rest and recuperation: employees can take up to 15 days leave to spend time with service members on short-term, temporary rest and recuperation leave during a period of deployment;
- Post-deployment activities: employees can take leave to attend arrival ceremonies, reintegration briefings and events and other official ceremony or program sponsored by the military that occurs within 90 days following termination of service members' active duty status or to address issues arising from service members' death while on active duty, including meeting and recovering the body and making funeral arrangements; and
- Additional activities: employees can take leave to address any other events that arise from service members' active duty or call to active duty when the district and employee agree that such leave qualifies as an exigency and agree upon the timing and duration of the leave.

5. for service member family caregiver leave, provided that the leave (when combined with other forms of FMLA leave) does not exceed 26 workweeks during a 12-month period;
6. for parental care leave to care for (including making arrangements for care, patient transfer and meetings with staff at a care facility) a parent-in- law who is unable to care for him/herself while the service member is on active duty.

Application for Leave

Employees who wish to utilize FMLA leave must submit an application for leave (with all required supporting documentation) on the forms available through the superintendent's office (the district will utilize all required forms as provided by the US Department of Labor. The forms are available at http://www.dol.gov/whd/fmla/index.htm#Forms). The district requests that, when practical, FMLA requests be submitted at least 30 days prior to the use of the leave. In emergency circumstances, the district may provisionally place an employee on FMLA leave if conditions appear to warrant such action. The employee is ultimately responsible for completing the necessary paperwork to finalize the use of FMLA leave at least 15 days in advance.

Medical Documentation (for Leave Related to a Serious Medical Condition)

In addition to all medical documentation required pursuant to the FMLA, the district may, in its sole discretion and at its own expense, require a second opinion related to the need for FMLA leave. If the first and second opinions differ regarding the need for FMLA leave, the district and the employee shall mutually agree upon a provider to conduct a third opinion of the employee's need for leave. The cost of this third opinion will be paid for by the employer.

The district may also require supplemental certifications of the employee's continuing need for leave. These certifications may not be more than one time per month unless the employee requests an extension of leave, changes circumstances regarding the illness or injury, or the district receives information that casts doubt on the validity of an existing certification.

In the event an employee wishes to request an extension of leave, such request must be promptly submitted to his/her supervisor with supporting documentation from the health care provider regarding the reason for the extension. The extension is only available as long as the employee does not exceed the maximum leave permitted by the FMLA.

Intermittent Leave or Leave On a Reduced Leave Schedule

Eligible employees may request to use their available leave on an intermittent basis by following the same application and certification process as described above and under the following conditions:

- intermittent leave in connection with the arrival of a new child must be approved by the district;
- employees must coordinate the intermittent leave with their supervisor to attempt to reduce the negative impact of the leave on school operations;
- the district reserves the right to transfer the employee to a position better suited to intermittent leave;
- if an instructional employee will be absent more than 20% of the total working days in the period in which the leave will be used, the district may require the employee to either:
- take leave for a "particular duration" or time which is not greater than the duration of the planned treatment, or
- be transferred to an alternative position.

Leave Taken Near the End of an Academic Term

If an instructional employee begins any type of covered leave more than 5 weeks before the end of a semester, and if the leave will last at least 3 weeks and the employee would otherwise return to work during the 3 weeks before the end of the semester, the district may require the employee to continue taking leave until the end of the semester.

If an instructional employee takes leave (for a reason other than the employee's own serious health condition) which commences during the 5 weeks before the end of the semester, and if the leave will last more than 2 weeks and the employee would otherwise return to work during the last 2 weeks of the semester, the district may require the employee to continue taking leave until the end of the semester.

If an instructional employee takes leave (for a reason other than the employee's own serious health condition) which begins during the last 3 weeks of the semester, and if the leave will last more than 5 working days, the district may require the employee to take leave until the end of the semester.

The Effect of Leave on Benefits

During a period of FMLA leave, an employee will be retained on the district's medical insurance plan under the same conditions that applied before leave began, including making any

payments the employee previously made. An employee's failure to timely pay his/her share of the medical premium may result in loss of coverage. The employee is required to pay all of the premiums for any other type of insurance coverage which may exist.

If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the district for payment of health insurance premiums during the FMLA leave, unless the reason for the failure to return to work are due to circumstances beyond the employee's control.

Employees do not accrue or lose any seniority or employment benefits during a period of FMLA leave.

Return to Work

Employees must update their supervisor regarding the intent to return to work, including providing all necessary releases and paperwork, at least 5 business days in advance of the expected return date.

Although the district cannot guarantee that an employee will be returned to his/her original position, employees will generally be restored to an equivalent position and employment conditions upon return from FMLA leave. Highly compensated employees are those individuals who are salaried and are among the highest paid 10% of the employees employed within 75 miles of the employee's worksite. A highly compensated employee may not be returned to work if it is necessary to prevent substantial and grievous economic injury to the operations of the district. The district will make all determinations regarding job duties upon an employee's return from FMLA leave.

Failure to Return from Leave

Employees who fail to return to work when scheduled (absent an approved extension) are subject to immediate termination for cause, subject to applicable due process hearing rights.

1.17 Criminal Records Searches

It shall be the policy of the district that it will obtain the results of a national criminal history record check ("record check"), as defined by OKLA. STAT. tit. 74, §150.9, of every prospective school district employee and conduct an annual search of the Oklahoma Sex Offender and Mary Rippy Violent Crime Offender Registries with respect to all employees who offer or provide services to children, including but not limited to secondary students.

For purpose of employment, a board of education may request in writing to the State Board of Education that a national criminal history record check be conducted of any employee of the school and shall request such information from any person seeking employment with the school; provided that a board of education shall not be required to obtain a new criminal history record check for an individual who has obtained certification from the State Department of Education within the previous twelve (12) months. The provision of this policy shall not apply to school district employees hired on a part-time or temporary basis for the instruction of adult students only.

Felony Record Search of Prospective Employees

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

1. School district requires a record check of every prospective employee as a condition of employment;
2. To enable school district to request the search and obtain the results, the applicant must complete and sign an authorization and release form provided by school district;
3. School district will only request a felony record search if the superintendent recommends employment of the applicant;
4. If the superintendent recommends employment of the applicant, the applicant must pay the search fee, which will not exceed $50;
5. If the superintendent recommends employment of the applicant, the applicant must permit himself/herself to be fingerprinted, if applicable, provide a social security number and provide any other information necessary to facilitate the felony record search; and
6. The applicant, if placed on duty prior to receipt of the felony search results, will be classified as a temporary employee until school district is notified that the search is clear of any felony conviction(s) within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant. All felony record searches will be made in compliance with the Federal Fair Credit Reporting Act.

If the results of the record check are not received by school district within sixty (60) days, if the record check reveals a prior felony offense conviction(s) within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant, or if the record check reveals a false response to one or more of the questions on the authorization and release, the applicant shall be deemed to have resigned his or her employment. The

administration will review the facts and circumstances of each situation and decide whether to recommend the resignation be accepted. Such resignation may be accepted by the board of education at any time. Under these circumstances, the applicant waives any due process procedures which might be available under federal and state law and school district policies and procedures. The sixty (60) day temporary employment period shall begin on the first day the prospective employee reports for duty at the school district.

The district may waive the requirement to obtain a new records search if the applicant for a full-time teaching position has been employed as a full-time or substitute teacher in another Oklahoma school district if the applicant:

1. Produces a copy of a national criminal history record check completed within the past five (5) years, and
2. Produces a signed affidavit from the applicant's most recent employing school district stating that the employee left in good standing.

The affidavit shall also state:

1. Whether the teacher was the subject of any pending or ongoing investigation at the time employment ended involving alleged inappropriate behavior or misconduct between the teacher and a student; and
2. If an allegation of inappropriate behavior or misconduct between the teacher and a student was investigated during the teacher's employment, whether the allegation was:
   a. Substantiated;
   b. Unsubstantiated; or
   c. Closed with no finding of misconduct.
3. Contact information for the prior employing school district, which the prospective employing school district shall contact to determine the validity of the submitted affidavit.

Felony Record Searches of Employees

School district will also request a record check of the name, fingerprints, social security number or other relevant information of any current school district employee if the board of education or superintendent requests a search of that employee's felony record.

Felony Record Searches of Substitutes

School district may, in its discretion, require a national criminal history record search for substitutes of the same type and using the same standards applicable to prospective employees, or it may obtain a current records search, if available, from a school district that employed the substitute in the year preceding prospective employment by the school district.

Likewise, any person seeking employment as a substitute who has been employed as a full-time teacher by a school district in the State of Oklahoma in the five (5) years immediately preceding application for employment as a substitute, is not required to obtain a national criminal history record check if the teacher:

1. Produces a copy of a national criminal history record check completed within the past five (5) years, and
2. Produces a signed affidavit from the applicant's most recent employing school district stating that the employee left in good standing.

The affidavit shall also state:

1. Whether the teacher was the subject of any pending or ongoing investigation at the time employment ended involving alleged inappropriate behavior or misconduct between the teacher and a student; and
2. If an allegation of inappropriate behavior or misconduct between the teacher and a student was investigated during the teacher's employment, whether the allegation was:
   a. Substantiated;
   b. Unsubstantiated; or
   c. Closed with no finding of misconduct.
3. Contact information for the prior employing school district, which the prospective employing school district shall contact to determine the validity of the submitted affidavit.

Similarly, any person seeking employment as a substitute who has been employed as a full-time teacher by school district for ten (10) or more consecutive years immediately preceding application for employment as a substitute and who left full-time employment with school district in good standing is not be required to have a national criminal history record check for as long as the person remains employed as a substitute for consecutive years by school district.

Annual Search of Sex Offender and Violent Crime Offender Registries

Pursuant to OKLA. STAT. tit. 57, § 589, the district shall conduct an annual name search against the Oklahoma Sex Offenders Registry and the Mary Rippy Violent Crime Offenders Registry of all district employees who provide or offer services to secondary students and children.

[FOR APPLICANTS]
AUTHORIZATION AND RELEASE

This Authorization and Release is executed under penalty of perjury on the _____ day of _____ _____, 20___ by _____, an applicant for employment ("Applicant") with the _____School District ("School District").

Applicant understands that School District's receipt of a national criminal history record check is a condition of employment with School District, and that the record check must reveal that the applicant has not had any felony conviction(s) within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant, unless after review of the facts and circumstances of each situation the administration decides to recommend employment. Because Applicant desires employment with School District, Applicant authorizes School District to request and obtain the results of a national felony record search of Applicant's

name, fingerprints, if applicable, social security number and any other lawful means of obtaining such results. Applicant hereby releases Applicant's record check results to School District. Applicant also releases School District of any and all liability relating to its request for, receipt and use of the search results.

APPLICANT ACKNOWLEDGES THAT APPLICANT HAS BEEN FURNISHED AND UNDERSTANDS ALL OF THE REQUIREMENTS OF SCHOOL DISTRICT'S FELONY RECORD CHECK POLICY AND AGREES TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

Applicant also agrees to truthfully answer the following questions:

Have you ever:

	Yes	No
Entered a plea of guilty or nolo contendere to a state (any state) or federal felony charge? (This question includes non-sealed criminal records involving a “deferred sentence” or “deferred judgment.”)		
Been convicted of a state (any state) or federal felony offense?		
Been charged with a state (any state) or federal felony offense which was reduced to a misdemeanor offense to which you entered a plea of guilty or nolo contendere? (This question includes non-sealed criminal records involving a “deferred sentence” or “deferred judgment.”)		
Entered a plea of guilty or nolo contendere to, or been convicted of, a state (any state) or federal misdemeanor charge involving illegal chemical substances or illegal sexual activity? (This question includes non-sealed criminal records involving a “deferred sentence” or “deferred judgment.”)		
Entered into a deferred prosecution agreement with a state (any state) or federal prosecutor?		

Applicant understands that if School District does not receive the results of the national criminal history record check within sixty (60) days, the check reveals a prior felony offense conviction that occurred within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant, or if Applicant provides a false response to one or more of the above questions, then Applicant will be deemed to have resigned. The board of education may accept Applicant's resignation at any time within thirty (30) days after the date School District was notified of either the unsatisfactory search results or the false response, whichever is later; and Applicant waives Applicant's right to any and all due process procedures to which Applicant might otherwise be entitled under federal and state law and School District policies and procedures.

APPLICANT UNDERSTANDS AND AGREES THAT IF HIRED BY SCHOOL DISTRICT, THEN APPLICANT IS SUBJECT TO A FELONY RECORD SEARCH AT ANY TIME DURING

HIS/HER EMPLOYMENT WITH SCHOOL DISTRICT AND THIS AUTHORIZATION AND RELEASE SHALL REMAIN IN FULL FORCE AND EFFECT THROUGHOUT APPLICANT'S EMPLOYMENT WITH SCHOOL DISTRICT.

_____
"Applicant"

VERIFICATION

STATE OF OKLAHOMA)
) ss.
COUNTY OF_____)

_____, Applicant, of lawful age and being first duly sworn upon oath, deposes and states: that Applicant is familiar with the statements set forth above; that Applicant has read and fully understood the foregoing Authorization and Release; and Applicant states that all the matters therein set forth are true and correct.

_____
"Applicant"

SUBSCRIBED AND SWORN to before me this ___ day of _____, 20___.

_____
Notary Public

My Commission expires:

_____
(SEAL)

[FOR CURRENT EMPLOYEES]
AUTHORIZATION AND RELEASE

This Authorization and Release is executed under penalty of perjury on the _____ day of _____ _____, 20___ by _____an employee ("Employee") with the _____ School District (“School District”).

Employee understands that School District’s receipt of a clear national criminal history record check has been requested by the superintendent and/or board of education. Employee hereby releases his/her felony record check results of his/her name, fingerprints, social security number

and any other lawful means of obtaining such results to School District. Employee also releases School District of any and all liability relating to its request for, receipt and use of the search results.

Employee acknowledges that he/she has been furnished and understands all of the requirements of School District's Felony Record Search Policy and agrees to be bound by all of its terms and conditions.

Employee also agrees to truthfully answer the following questions and to promptly report to the Human Resources Director any change in Employee's criminal history occurring after the answers to questions below are made:

Have you ever:

	Yes	No
Entered a plea of guilty or nolo contendere to a state (any state) or federal felony charge? (This question includes non-sealed criminal records involving a "deferred sentence" or "deferred judgment.")		
Been convicted of a state (any state) or federal felony offense?		
Been charged with a state (any state) or federal felony offense which was reduced to a misdemeanor offense to which you entered a plea of guilty or nolo contendere? (This question includes non-sealed criminal records involving a "deferred sentence" or "deferred judgment.")		
Entered a plea of guilty or nolo contendere to, or been convicted of, a state (any state) or federal misdemeanor charge involving illegal chemical substances or illegal sexual activity? (This question includes non-sealed criminal records involving a "deferred sentence" or "deferred judgment.")		
Entered into a deferred prosecution agreement with a state (any state) or federal prosecutor?		

Employee understands that if the felony record search reveals a prior felony offense conviction(s) within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant, or if Employee has provided a false response to one or more of the above questions, then Employee's employment by School District will be reviewed to determine whether there is a basis for non-reemployment or dismissal. In any event, the board of education may accept Employee's resignation at any time within thirty (30) days after the date School District was notified of either the unsatisfactory search results or the false response, whichever is later.

_____
"Employee"

VERIFICATION

STATE OF OKLAHOMA)
) ss.
COUNTY OF_____)

_____, Employee, of lawful age and being first duly sworn upon oath, deposes and states: that Employee is familiar with the statements set forth above; that Employee has read and fully understood the foregoing Authorization and Release; and Employee states that all the matters therein set forth are true and correct.

_____
"Employee"

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20___.

_____
Notary Public

My Commission expires:

_____
(SEAL)

1.18 Fair Labor Standards Act Compliance

The district will comply with all aspects of the Fair Labor Standards Act (FLSA). Any employee who has questions regarding overtime or believes that the FLSA is not being correctly followed should immediately report this to a district administrator.

The penalties for even inadvertent FLSA violations are severe. Any employee, regardless of position, who violates any aspect of this policy, will be subject to disciplinary sanctions up to and including termination.

Employee Classification

Employees will be notified of their FLSA classification as a part of their job description, but any employee who believes that a misclassification has occurred must immediately notify his/her supervisor of the suspected error.

Exempt employees. Exempt employees are not entitled to overtime or comp time for working more than forty (40) hours in a workweek. Exempt employees generally include positions such as superintendents and assistant superintendents, principals and assistant principals, certified counselors and psychologists, technology directors, CPAs, RNs, librarians, and teachers.

Non-exempt employee. Non-exempt employees are entitled to overtime or comp time for working more than forty (40) hours in a workweek. Non-exempt employees generally include positions such as bus drivers, cafeteria workers and dieticians, custodians, maintenance employees, secretarial and clerical assistants, security personnel, and nurses who are not RNs.

Non-covered positions. Board members and volunteers are not covered by the FLSA. Due to FLSA regulations, non-exempt employees may only volunteer as a parent/grandparent/etc. in a role typically assigned to volunteers. Additionally, those volunteer services must be unrelated to the employee's compensated duties.

Multiple Assignments

Non-exempt employees are permitted to work multiple assignments as long as the combination of those assignments does not make it likely that the employee will work more than forty (40) hours per week. Non-exempt employees who work multiple positions at different hourly rates will be paid for authorized overtime at a blended rate.

Employment benefits for non-exempt employees will be granted based on the employee's primary position unless otherwise provided by law. The primary position is the position in which the employee works the most hours.

Exempt employees will not be employed in multiple positions if such employment would jeopardize the employee's exempt status. Exempt employees may be assigned an extra duty (coaching, activity sponsor, etc.) and receive a stipend in accordance with the terms of an extra duty contract.

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Time Keeping

Non-exempt employees are required to accurately track work hours in accordance with established district procedures. The employees must “clock in” and “clock out” within seven (7) minutes of their scheduled shifts. Employees must also “clock in” and “clock out” for their lunch/dinner break.

Employees must contact their supervisors if they notice an error on their time records. Falsifying time records, including under-reporting hours worked, is strictly prohibited.

Required Pre-Authorization

No employee may work overtime without prior authorization. Supervisors are required to strictly enforce the district’s prohibition on working unauthorized overtime.

Paying Overtime and Comp Time

The FLSA extends flexibility to school districts in adopting arrangements that provide compensatory time off in lieu of monetary overtime compensation. Accordingly, the District will provide, within the current pay period, compensatory time off. The calculation used to determine the amount of compensatory time available to a non-exempt employee is one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time received by an eligible employee extinguishes the employee’s entitlement to monetary overtime compensation. Compensatory time off is subject to all the conditions provided in this policy. The district’s administration shall, at all times, retain the authority to make the decision to permit an employee to accumulate and use compensatory time or to pay the employee for overtime worked: however, the standard of time and one-half for overtime hours worked shall apply in either instance. The district’s policy and applicable procedures concerning compensatory time are more fully detailed below.

Prior Approval of Overtime Required

Except in the rare event of a bona fide emergency, overtime will not be allowed to any non-exempt support employee unless prior approval has been given, in writing, by the employee’s supervisor or his/her designee. Non-exempt support employees working in excess of forty (40) hours per work week without prior written approval may be subject to appropriate disciplinary action, up to and including the possibility of dismissal.

Calculation of Compensatory Time

If a non-exempt support employee is properly assigned to work more than forty (40) hours a work week, the district may provide compensatory time (“comp time”) off in lieu of monetary overtime compensation at a rate of not less than one and one-half (1 ½) hours of compensatory time for each hour of overtime worried. It shall be the responsibility of the employee and the employee’s supervisor to maintain accurate records of all comp time accrued. All overtime recorded to be accrued as comp time must be initiated by the employee and the immediate supervisor or his other designee by the end of the week following the week in which overtime is worked.

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Scheduling Use of Compensatory Time

Any non-exempt employee who has accrued comp time and who requests the use of the comp time shall be permitted to use the comp time within the current pay period after making the request, as long as use of the comp time does not unduly disrupt district operations. Supervisors are encouraged to limit the accumulation of comp time to eight (8) hours per pay period, but special circumstances may justify a greater accumulation. All requests to use comp time must be in writing. If the request is denied, then the employee and supervisor are to arrange an alternate date for the comp time to be used. If no agreement can be reached, then a meeting will be conducted with the superintendent or designee to schedule a date for the comp time to be taken. The district, at its sole option, may require an employee to use accrued comp time at certain times.

Maximum Accrual of Time

Employees may accrue up to 8 hours of comp time, per pay period, if they qualify for comp time and the employee followed the proper pre-approval procedures before working comp time.

When Hours Are Not Considered Work Hours

Time periods in excess of twenty (20) minutes during which the employee is not actually performing job duties will not be included as “hours worked” if the time can effectively be used for the employee’s own purpose. Employees should “clock in” and “clock out” for lunch/dinner times.

Payment for Comp Time Upon End of Employment

Any non-exempt support employee whose employment with the district terminates and who has accrued but not used comp time shall be paid at his or her regular hourly or salary rate in effect at the time the employee receives the payment. The District reserves the right, at any time, to substitute a cash payment, in whole or in part for comp time.

Notice of Policy to Non-Exempt Employees

A copy of this policy will be provided to all of the district’s non-exempt employees along with a compensatory time agreement that employees will sign and that the employee’s supervisor will sign. The agreement, unless withdrawn by the district, will remain in effect while the employee works for the district. This compensatory time off policy shall be considered as a condition of employment for all non-exempt support employees of the district.

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1.19 Policy Regarding Multiple Employment Assignments

The School District may have opportunities for its employees to assume more than one type of employment position. The District will closely monitor the assignment of more than one position to any employee to ensure that the assignment does not result in the employee working more hours than is advisable or hours which will create overtime or unacceptable overtime liability for the School District.

Accordingly, the District will closely monitor all multiple assignments made to employees to determine whether the positions assigned are exempt from overtime or will require the payment of overtime. Employees must strictly adhere to instructions regarding the hours of work authorized.

Exemption from Overtime

Exemptions from the overtime provisions of the FLSA are provided under federal regulations. School administrators are exempt as administrative employees and teachers are exempt from overtime under the professional exemption. Other employees may be exempt based on the duties performed and whether they meet the tests approved by FLSA for executive, administrative or professional positions.

Multiple Position Employment Prohibition of Exempt Employees

Teachers and administrative employees of the board who are exempt from overtime provisions of the Act under regulations promulgated by the Wage and Hour Division of the United States Department of Labor may not be employed in multiple positions with the board if such employment would jeopardize the exempt status of the employee's teaching or administrative position.

Employment Contract Supplements

Pursuant to employment contracts approved by the board, teachers and other *exempt* personnel may earn a salary supplement for performing assigned duties, such as coaching athletic teams, serving as cheerleading sponsors, and other extra responsibilities incidental to their position as teachers or school administrators.

Multiple Position Employment of Non-Exempt Employees

Non-exempt employees of the District and board may be employed in multiple positions only if the time to be worked by the employee in those positions will not normally exceed forty hours during the employee's workweek. Additional position assignments to employees in this category will be subject to the following conditions:

1. *Authorized* overtime will be paid to non-exempt employees who work more than forty hours in a workweek, whether the work is performed in one or more than one job.
2. Supervisors may only permit overtime under unusual or extraordinary circumstances and overtime must be approved in advance, in writing, before overtime hours are worked.
3. An employee working overtime, which is not properly authorized, in advance in writing by

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the employee's supervisor, is considered to be in violation of this policy and the violation may result in disciplinary action, up to and including possible termination.

Overtime Rates of Pay

Non-exempt employees working more than one position, in which the rate of pay is different for each position, must agree in writing, in advance of performance of the work and as part of the overtime authorization, as to the rate of pay. At the time any overtime hours are approved, the employee's supervisor will determine for which job and rate the overtime hours are to be worked. If overtime hours are properly authorized and worked, they will be paid at the rate established for the work being performed during the overtime hours.

Benefit Entitlements According to Primary Position

Employees who work in more than one position for the District will be entitled to benefits in only the primary position unless otherwise provided by law. The primary position is defined as the position in which the person was initially employed by the District and will generally be the position which is regularly assigned the most hours of work.

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1.20 Compensatory Time for Overtime

The Fair Labor Standards Act (FLSA) extends flexibility to school districts in adopting arrangements that provide compensatory time off in lieu of monetary overtime compensation. The Owasso School District does not provide compensatory time off. If compensatory time is implemented by the District at some future date, the calculation used to determine the amount of compensatory time available to a nonexempt employee is one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time received by an eligible employee extinguishes the employee's entitlement to monetary overtime compensation. Compensatory time off is subject to all of the conditions provided in this policy and the District's other policies concerning FLSA. The District's administration shall, at all times, retain the authority to make the decision to permit an employee to accumulate and use compensatory time or to pay the employee for overtime worked; however, the standard of time and one-half for overtime hours worked shall apply in either instance. The District's policy and applicable procedures concerning compensatory time are more fully detailed below.

Prior Approval of Overtime Required

Overtime will not be allowed to any non-exempt employee unless prior approval has been given, in writing, by the employee's supervisor or his/her designee. Non-exempt employees working in excess of forty (40) hours per workweek without prior written approval may be subject to appropriate disciplinary action, up to and including possible termination.

Calculation of Compensatory Time

If a non-exempt employee is properly assigned to work more than forty (40) hours in a workweek, the District may provide compensatory time ("comp time") off in lieu of monetary overtime compensation at a rate of not less than one and one-half (1 1/2) hours of compensatory time for each hour of overtime worried. It shall be the responsibility of the employee and the employee's supervisor to maintain accurate records of all comp time accrued. All overtime recorded to be accrued as comp time must be initialed by the employee and the immediate supervisor or his/her designee by the end of the week following the week in which the overtime is worked.

Scheduling Use of Compensatory Time

Any non-exempt employee who has accrued comp time and who requests the use of the comp time shall be permitted to use the comp time within a reasonable period, after making the request, as long as the use of the comp time does not unduly disrupt the operation of the District. Supervisors are encouraged to limit the accumulation of comp time to eight (8) hours per pay period, but special circumstances may justify a greater accumulation. All requests to use comp time must be in writing. If the request is denied, then the employee and supervisor are to arrange an alternate date for the comp time to be used. If no agreement can be reached, then a meeting will be conducted with the superintendent of schools or superintendent's designee to schedule a date for the comp time to be taken. The School District, at its sole option, may require an employee to use accrued comp time at certain times.

Maximum Accrual of Time

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Employees may accrue up to 240 hours of comp time. (Because comp time is accumulated at time and one-half, this is 160 hours of actual overtime work.) Employees who work in a public safety activity, emergency response activity or seasonal activity may accumulate up to 480 hours of comp time (320 actual overtime hours).

When Hours are Not Considered Work Hours

Time periods in excess of twenty (20) minutes during which the employee is not actually performing job duties will not be included as "hours worked" if the time can effectively be used for the employee's own purpose.

Volunteer Work

Non-exempt employees are not allowed to do "volunteer" work for the District. Although the District appreciates the occasional willingness of nonexempt personnel to volunteer their time, FLSA regulations create an unacceptable risk of overtime liability when nonexempt personnel volunteer to perform services for the school district or volunteer to work longer hours without compensation. An exception to the volunteer prohibition is an employee of the School District who is a parent, grandparent, or guardian who volunteers in connection with school activities involving the individual's child or grandchild and the activity is one for which parents or others customarily volunteer. In addition, the volunteer's activities or services must be unrelated to the employee's compensated duties with the school.

Payment for Comp Time Upon End of Employment

Any non-exempt employee whose employment with the District terminates and who has accrued but not used comp time shall be paid at his/her regular hourly or salary rate in effect at the time the employee receives the payment. The District reserves the right, at any time, to substitute a cash payment, in whole or in part, for comp time.

Notice of Policy to Nonexempt Employees

A copy of this policy will be provided all of the district's nonexempt employees along with a compensatory time agreement which employees will sign and which the employee's supervisor will sign. The agreement, unless withdrawn by the district, will remain in effect while the employee works for the District. This compensatory time off policy shall be considered as a condition of employment for all non-exempt employees of the District.

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1.21 Gifts and Solicitations

In order to avoid, even the appearance of impropriety, School District personnel shall not solicit or accept gifts or other gratuities from any individual or representative of a firm or other organization doing business with the School District.

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1.22 Discrimination, Harassment, and Retaliation and Grievance Procedure for Filing, Processing, and Resolving Complaints Alleging Discrimination, Harassment and Retaliation

Owasso Public Schools complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex (including pregnancy, sexual orientation, and gender identity) and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment. This prohibition applies to students, employees and board members in any aspect of the district's programs, including during school hours, extracurricular activities, school sponsored events, or outside of school hours if the conduct affects the education or working environment.

Owasso Public Schools is committed to providing all students and employees with a safe and respectful school environment.

Definitions for Purposes of this Policy

Antisemitism: Oklahoma SB 942 requires the use of the International Holocaust Remembrance Alliance's working definition of antisemitism, and includes its contemporary examples. Antisemitism is "a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities".

Complaint: A verbal or written complaint alleging any action, policy, procedure or practice that discriminates on the basis of race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information (including harassment and retaliation).

Coordinator(s): The person(s) designated to coordinate efforts to comply with and carry out responsibilities under Title VI of the Civil Rights Act, Title IX of the Education Amendments of 1972, Title II of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act and any other state and federal laws addressing equal educational opportunity. The Coordinator under Title VI, IX, Section 504/Title II and the Age Act is responsible for processing complaints and serves as moderator and recorder during hearings. The Coordinator of each statutory scheme may be the same person or different persons, but each coordinator will receive relevant training in order to perform his or her duties.

- A complete list of Coordinators and their contact information is located at the end of this policy.

Day: Day means a working day when the district's main administrative offices are open. The calculation of days in complaint processing shall exclude Saturdays, Sundays and legal holidays.

Discrimination: Unfair treatment which is based on a person's real or perceived race, color, sex, pregnancy, gender, gender identity or expressions, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information.

- Examples of Discrimination - include, but are not limited to: Refusing to consider a person for a position or declining to enroll a student in a program based on legally discriminatory factors. Harassment can be a specific form of legally prohibited discrimination.

Employee: Any person employed by the district assigned to work at or on behalf of the district pursuant to a written agreement, including district employees, staff members, contracted vendors, and service providers. This designation includes individuals serving the district in an elected or voluntary capacity, such as board members, committee members, and volunteers.

Grievant: Any person enrolled in or employed by the district or a parent, guardian, or member of the public who submits a complaint alleging discrimination based on race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information (including harassment or retaliation). For purposes of this policy, a parent or guardian's complaint or grievance shall be handled in the same manner as a student's complaint would be.

Harassment: Repetitive, unwelcome conduct which is based on a person's real or perceived race, color, sex, pregnancy, gender, gender identity or expression, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information.

- Examples of Harassment - include, but are not limited to: slurs, epithets, insults, jokes or derogatory comments; verbal or physical abuse; intimidation (physical, verbal or psychological); impeding or blocking a person's movement; unwelcome touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, pressure for sexual activity whether written, verbal or through physical gestures, display or sending of pornographic pictures or objects, obscene graffiti, and spreading rumors related to a person's alleged sexual activities. Demeaning comments about a student's ability to excel in a class historically considered a "boy's" or a "girl's" subject may also constitute harassment.

Retaliation: Any negative conduct which is a taken in response to an individual's complaint of harassment or discrimination, or participation in any investigation of a harassment or discrimination complaint.

Respondent: The person alleged to be responsible for the alleged discrimination contained in a complaint. The term may be used to designate persons with responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the complaint.

Sexual Harassment: Type of harassment which includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature which:

- is made an explicit or implicit term or condition of an employee's employment or a student's ability to obtain an education; or

- is used as a basis for decisions impacting either an employee's employment or a student's education; or

has the purpose or effect of unreasonably or substantially interfering with an employee's work performance or a student's educational performance, or creating an intimidating, hostile, or offensive environment.

- Sexual assault (as defined in the Cleary Act, 20 U.S.C. 1092(f)(6)(a)(v)), dating violence, domestic violence or stalking (as defined in the Violence Against Women Act, 34 U.S.C.12291)

  In order to constitute sexual harassment, the conduct at issue must be unwelcome. Sexual conduct between minor students and employees will always be considered unwelcome. Sexual harassment also includes conduct such as rape, sexual assault, stalking, and any other form of sexual violence.

  Sexual harassment may occur between persons of the same gender or sex.

  Nothing in this policy precludes legitimate, nonsexual physical contact to avoid physical harm to persons or property.

Student: Refers to any person who is enrolled in any program.

Third Parties: Include, but are not limited to, guests and/or visitors, visiting speakers, parents, guardians, volunteers, learning coaches, vendors or contractors doing business with or seeking to do business with the District and other individuals who come into contact with students or District employees or staff members at school-related events/activities.

Reporting

Students who have been harassed or discriminated against, or who witness such conduct, are encouraged to report the offensive conduct to any instructor, counselor, administrator, or board member.

Employees who witness, suspect or receive a report of harassment or discrimination must immediately report the incident to the superintendent or a board member – even if that report must be made after hours to the superintendent or board members home or cell phone.

Any employee who receives a harassment, discrimination or retaliation report will immediately refer the matter to the superintendent or the appropriate coordinator, unless the superintendent or coordinator is the alleged malfeasant. In such circumstances, the complaint will be referred to the board president or the district's legal counsel. To ensure impartiality, no person who is the subject of a complaint shall conduct any investigation into the improper conduct.

If possible, reports should be made in person and/or in writing, and be signed by the reporting party. However, in order to encourage full, complete and immediate reporting, any person may report such incidents anonymously in writing by mailing the report to the personal attention of either the superintendent or a board member. All reports should state:

- the name of the alleged harasser;

- the person(s) being harassed;
- the nature, context and extent of the prohibited activity;
- the dates of the prohibited activity, and;
- any other information necessary to a fulfill a report and investigation of the matter.

Any employee who is subjected to job related sexual harassment is entitled to protection under Title VII of the Civil Rights Act of 1964 and the Oklahoma Anti-Discrimination Act. Individuals may simultaneously report an allegation of this type of misconduct to school officials and to the United States Equal Employment Opportunity Commission, the Oklahoma Human Rights Commission, or local law enforcement.

Administrative Response

The district will promptly, thoroughly and impartially investigate all reports of harassment and discrimination. This process will include:

- A statement from the individual who was allegedly harassed;
- Appropriate and reasonable steps to separate and protect the alleged victim pending conclusion of the investigation and necessary remedial action;
- Reasonable updates to the alleged victim of the investigation's progress, subject to federal and state laws and regulations;
- Interviews with the alleged harasser, alleged victim and witnesses; and
- Review of relevant documents, including district files and records.

The district will review all relevant facts and take into account the totality of the circumstances - including the nature, extent, context and gravity of the activities. At the conclusion of this process, the superintendent, in conjunction with the Title IX coordinator, will issue findings based on the preponderance of the evidence and take appropriate measures, including but not limited to: education, information on available outside resources, training and counseling, transfer, suspension, removal from a program, and any other appropriate remedy under the circumstances. Employees may also be terminated for engaging in harassment, discrimination or retaliation.

Confidentiality shall be maintained during and after the investigation to the extent reasonably possible. However, public disclosure of personal or confidential employee information may be made during the course of any suspension, dismissal, non-renewal hearing or resulting litigation.

Penalties

Penalties shall be imposed based on the facts taken as a whole and the totality of the circumstances such as the nature, extent, context and gravity of such activities or incidents.

Any employee or student engaging in harassment, discrimination or retaliation will be subject to any and all disciplinary action allowed by school policy and Oklahoma law.

Filing, Investigation, Hearing and Review Procedures

The Grievant submits a verbal or written complaint to one of the Coordinators, as applicable, stating the basis, nature and date of the alleged discrimination, harassment or retaliation, the names of persons responsible (where known) and requested action. If the applicable Coordinator is the person alleged to have committed the discriminatory act(s), then the complaint should be submitted to the superintendent for assignment. Complaint forms are available from the office of the district's Coordinators.

The Coordinator conducts a complete and impartial investigation within 10 days of receiving the complaint, to the extent reasonably possible, which shall include but not be limited to, interviewing the Grievant and any witnesses, review of documents and interviewing the Respondent. The Coordinator will ask the Respondent to (a) confirm or deny facts; (b) indicate acceptance or rejection of the Grievant's requested action; and (c) outline alternatives.

The Coordinator will not delay the investigation of the discrimination complaint, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations, and the Coordinator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by the district's grievance policy.

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

Within 5 days after completing the investigation, the applicable Coordinator will issue a written decision to the Grievant and Respondent. The report will include (a) a summary of facts, (b) an analysis of the appropriate legal standards applied to the facts, and (c) findings regarding whether the alleged discrimination occurred. If a finding is made that discrimination occurred, the Coordinator's report shall also contain (a) recommended interim and permanent steps, including examples of the range of possible disciplinary sanctions and remedies available to address the disciplinary effects on the grievant and other, necessary to eliminate the discrimination, prevent its recurrence, and remedy its effects, as well as (b) the resources, including medical and counseling resources, that are available to students and witnesses. The decision will be based on a preponderance of evidence standard (i.e., it is more likely than not that the alleged discrimination occurred).

If the Grievant or Respondent is not satisfied with the decision, he or she must notify the applicable Coordinator, in writing, within 5 days and request an appeal to the superintendent. The written appeal shall contain a specific statement explaining the basis for the appeal.

Within 5 days after receiving the appeal request, the applicable Coordinator will refer the matter to the superintendent for a hearing. At the hearing and as far as practicable, efforts should be made to prevent the Grievant and Respondent from personally questioning and cross-examining each other. Additionally, the Grievant and Respondent will be afforded similar rights (i.e., timely access to information that will be used at the hearing, opportunity to present his or her side of the story, presentation of character witnesses, and review of party statements). If the

superintendent is the person alleged to have committed the discriminatory act(s), then a different decision maker will be appointed to maintain impartiality. The Coordinator will schedule the hearing with the Grievant, the Respondent and the superintendent. The hearing will be conducted within 10 days after the Coordinator refers the matter to the superintendent for hearing.

The superintendent will review the information collected through the investigation and may ask for additional oral or written evidence from the parties and any other individual he or she deems relevant. The applicable Coordinator will make arrangements to audiotape any oral evidence presented. In circumstances involving allegations of sexual harassment, the Coordinator may determine that it is appropriate and reasonable to separate the individual who is allegedly being sexually harassed from the alleged harasser in the hearing.

Within 5 days after completing the investigation the superintendent will issue a written decision to the Grievant and Respondent. If the Grievant or Respondent is not satisfied with the decision, he or she must notify the superintendent, in writing, within 5 days, and request an appeal to the board of education. The written appeal shall contain a specific statement explaining the basis of the appeal.

The superintendent will notify the board of education, in writing, within 5 days after receiving the appeal. The clerk will place the appeal on a board agenda within 30 days from the date of notification to the board of education.

The board will act as an appellate body by reviewing the decisions and the oral and written evidence presented below and making a decision. At the board meeting, the board may ask for oral or written evidence from the parties and any other individual it deems relevant. The clerk will make arrangements to audiotape any oral evidence presented. Within 5 days of the meeting, the board will issue a final decision in writing to all parties involved.

General Provisions

Duty of District Employees to Report Alleged Discrimination: District employees, supervisors and administrators are required to immediately report any complaints, reports, observations, or other alleged information of alleged discrimination, including harassment and retaliation, to the designated coordinator, even if that district employee is investigating the alleged discrimination as part of the district's student or employee disciplinary process, and provide the Complainant with information for filing a complaint form if requested, and contact information for the district's designated coordinator. If the district is using its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the district's standards for a prompt and equitable grievance procedure.

Extension of Time: Any time limits set by these procedures may be extended by mutual consent of the parties involved. The total number of days from the date the complaint is filed until the board of education issues a final decision shall be no more than 120 days.

Access to Regulations: Upon request, the Coordinator shall provide copies of any regulations prohibiting discrimination on the basis of race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information.

Confidentiality of Records: Complaint records will remain confidential, to the extent allowed by law, unless permission is given by the parties involved to release such information. All complaint records will be kept separate from any other records of the district. No complaint record shall be entered in any personnel file unless adverse employment action is taken against an employee. Complaint records shall be maintained on file for three years after complaint resolution.

Representation: The Grievant and the Respondent may have a representative assist them through the grievance process and accompany them to any hearing.

Corrective Action: After all facts and circumstances are reviewed, the district shall take any and all disciplinary actions to prevent further harassment or discrimination. Possible disciplinary or remedial actions include, but are not limited to: education, training and counseling, transfer, and/or suspension of a student, and education, training, counseling, transfer, suspension and/or termination of an employee.

Retaliation: The district prohibits retaliation, intimidation, threats, or coercion of any person for opposing discrimination or for participating in the district's discrimination complaint process or making a complaint, testifying, assisting, appealing, or participating in any other discrimination complaint proceeding or hearing. The district will take steps to prevent the alleged perpetrator or anyone else at the district from retaliating against the alleged victim or any person who acts to oppose discrimination or participates in the complaint process. These steps include notifying students and employees that they are protected from retaliation, making sure that victims know how to report future problems and making follow-up inquiries to see if there have been any new incidents. If retaliation occurs, the district will take strong responsive action.

Coordinators and Contact Information

- **Section 504/Title II Coordinator**
  Contact this Coordinator (for Questions or Complaints Based on Disability)

  Director of Special Services
  1501 North Ash
  Owasso, Oklahoma 74055
  Office Number: (918) 272-5367

  Section 504 Due Process Inquiry
  Contact this Coordinator for information concerning the impartial hearing and review procedures under Section 504, the Grievant should contact:

  Director of Special Services
  or
  Director of Instructional Services
  1501 North Ash
  Owasso, Oklahoma 74055

- **Title VI Coordinator**
  Contact this Coordinator (for Questions or Complaints Based on Race, Color and National Origin)

Assistant Superintendent of Teaching and Learning
or
Director of Instructional Services
1501 North Ash
Owasso, Oklahoma 74055
Office Number: (918) 272-5367

- **Title IX Coordinator**
  Contact this Coordinator (for Questions or Complaints Based on Sex, Pregnancy, Gender, Gender Expression or Identity)

  Assistant Superintendent of Teaching and Learning
  1501 North Ash
  Owasso, Oklahoma 74055
  Office Number: (918) 272-8182
  Email: titleixofficer@owassops.org

  The district has adopted grievance procedures for filing, processing, and resolving alleged discrimination complaints. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please visit the district's Title IX webpage. To see the grievance procedures for Title IX please refer to the Owasso Public Schools Policy Manual, Policy #1.22b.

- **Prohibition of Race and Sex Discrimination in Curriculum Coordinator**
  Contact this Coordinator for Questions or Complaints on Prohibition on Race and Sex Discrimination in the Curriculum

  Superintendent: Margaret Coates
  1501 North Ash
  Owasso, Oklahoma 74055
  Office Number: (918)272-5367

  To see the policy and complaint procedures for this category please refer to Owasso Public Schools Policy Manual, Policy #1.22a.

- **Age Act Coordinator**
  Contact this Coordinator (for Questions or Complaints Based on Age)

  Director of Human Services
  1501 North Ash
  Owasso, Oklahoma 74055
  Office Number: (918)272-5367

- **Any individual, who has experienced some other form of discrimination, including discrimination not listed above, may contact:**

  Assistant Superintendent of District Services
  1501 North Ash
  Owasso, Oklahoma 74055
  Office Number: (918) 272-5367

Outside Assistance: Individuals may also file complaints alleging discrimination, harassment or retaliation with the Office of Civil Rights. The OCR may be contacted at:

U.S. Department of Education
Office for Civil Rights
One Petticoat Lane
1010 Walnut Street, Suite 320
Kansas City, MO 64106
(816) 268-0550
(816) 268-0599 (Fax)
(877) 521-2172 (TTY)
E-mail: OCR.KansasCity@ed.gov

Notice: The district will notify all students, parents or guardians, members of the public and employees of the name, office and telephone number of each Coordinator and this Grievance Procedure in writing via school publications and/or postings at each school site to which employees or students are assigned.

1.22a Prohibition of Race and Sex Discrimination in Curriculum and Complaint Process

The board of education hereby directs that neither the district nor any employee of the district shall teach or include in a course for students or employees the following discriminatory principles:

1) One race or sex is inherently superior to another race or sex,
2) An individual, by virtue of his or her race or sex, is inherently racist, sexist or oppressive, whether consciously or unconsciously,
3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex,
4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex,
5) An individual's moral character is necessarily determined by his or her race or sex,
6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex,
7) Any individual should feel discomfort, guilt, anguish or any other form of psychological distress on account of his or her race or sex, or
8) Meritocracy or traits such as a hard work ethic are racist or sexist or were created by members of a particular race to oppress members of another race.

A "course" shall include any program or activity where instruction or activities tied to the instruction are provided by or within a public school, including courses, programs, instructional activities, lessons, training sessions, seminars, professional development, lectures, coaching, tutoring, or any other classes.

Any individual may file a complaint alleging that a violation has occurred of enumerated items 1-8 above. In order for a complaint to be accepted for investigation, it must:

A. Be submitted in writing, signed and dated by the complainant, including complaints submitted through electronic mail that include electronic signatures;
B. Identify the dates the alleged discriminatory act occurred;
C. Explain the alleged violation and/or discriminatory conduct and how enumerated items 1-8 above have been violated;
D. Include relevant information that would enable a public school to investigate the alleged violation; and
E. Identify witnesses the school may interview. The school will not dismiss a complaint for failure to identify witnesses.

The district hereby designates Dr. Margaret Coates, Superintendent, as the employee

responsible for receiving complaints. The district will ensure that the employee is unbiased and free of any conflicts of interest. Complaints may be provided via telephone at 918-272-5367 or email to margaret.coates@owassops.org. This contact information shall also be accessible on the school district's website.

Upon receipt of a complaint, the complainant shall receive notification from the designated employee that the complaint has been received and whether it will be investigated within ten (10) days of receipt.

The school district shall investigate all legally sufficient complaints and decide as to whether a violation occurred. The school district shall receive, process and investigate complaints in the same manner as all other complaints of discrimination. The investigation process shall be completed within forty-five (45) days of receipt of a claim. Within ten (10) days of resolution of the complaint, the designated employee shall report the resolution to the State Department of Education.

No individual shall be retaliated against for (1) filing a complaint; (2) exercising any right or privilege conferred by or referenced within 210:10-1-23 of the Accreditation Standards; (3) exercising any right or privilege secured by a law referenced in 210:10-1-23 of the Accreditation Standards. Any school employee who retaliates against a complainant may be subject to disciplinary action by the school district or by the State Board of Education.

Any teacher or support employee who files a complaint or otherwise discloses information that the teacher or support employee reasonably believes is a violation of the prohibited concepts listed above shall be entitled to Whistleblower Protections.

Any teacher, support employee, or other school employee who, willfully, knowingly, and without probable cause makes a false report may be subject to disciplinary action by the school district or by the State Board of Education.

LEGAL REFERENCE: 70 O.S. § 24-158
State Accreditation Standard 210:10-1-23

For questions on Prohibition on Race and Sex Discrimination, contact:

Dr. Margaret Coates
Superintendent
1501 North Ash
Owasso, Oklahoma 74055
Office Number: (918) 272-5367

A policy on this issue is required by the Standards of Accreditation for Oklahoma Schools Effective July of 2021

Amended August 2025
Adopted July 2022

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OWASSO PUBLIC SCHOOLS

PROHIBITION OF RACE AND SEX DISCRIMINATION IN CURRICULUM AND COMPLAINT PROCESS COMPLAINT FORM

This must be submitted in writing either in person or via email.

TO: _____,

On the ____day of _____, 20____, _____(Name of Employee) violated 70 O.S. § 24-157(B) by requiring or making a part of a course taught by the school district the following discriminatory principle:

1) One race or sex is inherently superior to another race or sex,
2) An individual, by virtue of his or her race or sex, is inherently racist, sexist or oppressive, whether consciously or unconsciously,
3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex,
4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex,
5) An individual's moral character is necessarily determined by his or her race or sex,
6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex,
7) Any individual should feel discomfort, guilt, anguish or any other form of psychological distress on account of his or her race or sex, or
8) Meritocracy or traits such as a hard work ethic are racist or sexist or were created by members of a particular race to oppress members of another race.

Please circle the item above that was violated. An explanation of the alleged violation, how the above item was violated, and relevant information to enable the district to investigate the alleged discriminatory conduct includes, but is not limited to:

_____

_____

_____

_____

_____

_____

Adopted July 2022

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(PROHIBITION OF RACE AND SEX DISCRIMINATION, CONTINUED)

The district may interview the following individuals:

Adopted July 2022

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_____

_____

I, _____, attest that the information that I have provided above is correct and accurate.

_____

Complainant

Please submit this form to:
Dr. Margaret Coates, Superintendent
1501 North Ash
Owasso, Oklahoma 74055
Office Number: (918) 272-5367

Adopted July 2022

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1.22b Title IX Grievance Procedures

Title IX Statement

Title IX prohibits discrimination on the basis of sex, including sexual harassment, in any program, service or activity, including but not limited to, educational programs or activities, student services, academic counseling, discipline, classroom assignment, grading, extra-curricular activities and transportation services by the Owasso Public Schools (OPS). Title IX also prohibits sex discrimination in employment.

Owasso Public Schools encourages anyone who believes a Title IX violation may have occurred to report their concerns to an OPS employee or staff member assigned to work at or on behalf of OPS or the Title IX coordinator who is identified below.

- **Title IX Coordinator**
  Contact this Coordinator for Questions or Complaints Based on Sex, Pregnancy, Gender, Gender Expression or Identity

  Assistant Superintendent of Teaching and Learning
  1501 North Ash
  Owasso, Oklahoma 74055
  Office Number: (918) 272-8182
  Email: titleixofficer@owassops.org

The district has adopted grievance procedures for filing, processing, and resolving alleged discrimination complaints. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please visit the district's Title IX webpage.

Definitions for Purposes of this Policy

Employee: Any person employed by the district assigned to work at or on behalf of the district pursuant to a written agreement, including district employees, staff members, contracted vendors, and service providers. This designation includes individuals serving the district in an elected or voluntary capacity, such as board members, committee members, and volunteers.

Formal Complaint: Is defined as a document filed by the Grievant or signed by the Title IX coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation(s) of sexual harassment.

Grievant: The person who is alleged to be the victim of conduct that could constitute sexual harassment.

Respondent: The person who has been reported to be the perpetrator of the conduct that could constitute sexual harassment.

Third Parties: Include, but are not limited to, guests and/or visitors, visiting speakers, parents, guardians, volunteers, learning coaches, vendors or contractors doing business with or seeking to do business with the District and other individuals who come into contact with students or District employees or staff members at school-related events/activities.

Sexual Harassment: Is a type of harassment which includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature which:

- is made an explicit or implicit term or condition of an employee's employment or a student's ability to obtain an education; or
- is used as a basis for decisions impacting either an employee's employment or a student's education; or
- has the purpose or effect of unreasonably or substantially interfering with an employee's work performance or a student's educational performance, or creating an intimidating, hostile, or offensive environment.
- Sexual assault (as defined in the Cleary Act, 20 U.S.C. 1092(f)(6)(a)(v)), dating violence, domestic violence or stalking (as defined in the Violence Against Women Act, 34 U.S.C.12291)

In order to constitute sexual harassment, the conduct at issue must be unwelcome. Sexual conduct between minor students and employees will always be considered unwelcome. Sexual harassment also includes conduct such as rape, sexual assault, stalking, and any other form of sexual violence.

Sexual harassment may occur between persons of the same gender or sex.

Grievance Procedures

These Grievance Procedures are intended to treat Grievants and Respondents equitably by providing remedies to a Grievant if a Respondent is found responsible, and by following the proscribed grievance process before imposing discipline on a Respondent. The Grievance Procedure seeks to ensure objective evaluation of all relevant evidence, including inculpatory and exculpatory evidence. Individuals involved in the Grievance Procedures – including Title IX coordinators, investigators, decision-makers, facilitators of informal resolution efforts and those involved in the appeal process – must be trained and not have any bias or conflict of interest.

Reporting and Filing a Formal Complaint

Any student or District employee or staff member who believes that they have been subjected to sexual harassment by a student, District board member, vendor, volunteer, contractor, or other person doing business with the District, should immediately report the behavior or communication to an District employee or staff member or a Title IX coordinator.

All district employees and staff members are expected to promptly report actual knowledge of sexual harassment they observe or hear about to the Title IX Coordinator or their direct supervisor.

Reports can be made orally or in writing and should be as specific as possible. The person making the report should identify the alleged victim/Grievant, perpetrator(s)/Respondent(s) and witness(es), and describe in detail what occurred, including date(s), time(s) and location(s). Upon receipt of a report, the Title IX Coordinator or direct supervisor must promptly contact the Grievant to discuss the availability of supportive measures, consider the Grievant's wishes with respect to supportive measures, inform the Grievant of the availability of supportive measures

with or without the filing of a formal complaint, and explain to the Grievant the process for filing a formal complaint.

A Formal Complaint must be filed by a Grievant prior to the district proceeding with an investigation under its Title IX Grievance Procedure. A formal complaint may be filed by a Grievant in person, by mail, or electronic mail. A Title IX Coordinator may file a formal complaint, with or without the Grievant's consent.

Mandatory and Discretionary Dismissals

The district must dismiss a complaint:

- That does not describe the conduct that meets the definition of sexual harassment;
- That alleges sexual harassment that did not occur in the district's educational program or activity; or
- That alleges the sexual harassment did not occur in the United States at all.

The district may dismiss a complaint:

- If the Grievant notifies the Title IX coordinator in writing that the Grievant wishes to withdraw the formal complaint or some of its allegations;
- If the Respondent is no longer enrolled as a student in the district or employed by the district and assigned to work at or on behalf of the district; or
- If specific circumstances prevent the district from gathering evidence sufficient to reach a determination about the allegations.

If the district dismisses a complaint, or any allegations, pursuant to the above, it will send a written notice of dismissal and the reason(s) to the parties. Both parties have the right to appeal the district dismissal as described in more detail below under "Right to Appeal."

Informal Resolution Process

If appropriate as determined by the Title IX coordinator, the Grievant and the Respondent may voluntarily agree to participate in an informal resolution process that does not involve a full investigation and determination. Prior to the informal resolution process commencing, both parties will receive written notice of the charges and allegations and will be advised of their option to engage in a formal resolution process. The Grievant will not be required to resolve the problem directly with the Respondent, and either party has the right to end the informal process at any time and begin the formal process for investigating the complaint. The district prohibits the informal resolution process for complaints involving a district employee or staff member assigned to work at or on behalf of the district and a student. The informal process should be completed on or before thirty (30) days after the complaint is filed.

Formal Resolution Process

If the parties choose not to engage in the informal resolution process or choose to stop the informal resolution process at any time, the district will conduct a prompt and full investigation into any formal Title IX complaint. An investigation will afford both the Grievant and the Respondent a full and fair opportunity to be heard, submit documentation and evidence supporting or refuting the allegation(s), and identify witnesses. All parties involved in the investigation will be provided with a copy of these Title IX Grievance Procedures.

When the district begins the investigation a written notice will be provided to the parties containing:

- A copy of the district's Policy and Grievance Procedure under Title IX;
- Whether there is an opportunity to engage in informal resolution;
- The actual allegations that would constitute sexual harassment;
- A statement that the Respondent is presumed innocent;
- A statement that the parties are entitled to an advisor of their choice;
- A statement that the parties can request to inspect and review certain evidence; and
- Information regarding possible repercussions of making false statements.

Investigations may be conducted by the appropriate Title IX coordinator or designee, such as a principal or other administrator who has been trained in Title IX procedures and does not have a conflict of interest or bias towards either party. The district reserves the right to obtain or consult with a third-party investigator or resource at any time during the Grievance Procedures.

Prior to and during the investigation process, the Title IX coordinator or designee will meet independently with the Grievant and the Respondent and discuss any supportive measures to be implemented before or during the investigation.

Retaliation Prohibited

At the beginning of the investigation, the Title IX coordinator or investigator will explain that Title IX includes protections against retaliation and that the district will take steps to prevent retaliation and that the district will strongly react to any retaliatory actions, including any acts of retaliatory harassment, should they occur. No student, parent/guardian, district employee or staff member, or member of the public shall be retaliated against for filing a complaint or participating in the investigation of the complaint.

Respondent Presumed Innocent

During an investigation, the Respondent is presumed to be innocent.

Investigation Procedure

Investigations must begin promptly, proceed impartially, and treat all parties equitably. This includes providing both parties an opportunity to present witnesses and other evidence. The investigation will be concluded within thirty (30) calendar days but no more than sixty (60) days after a formal complaint is filed, unless there is good cause to continue the investigation beyond sixty (60) days (e.g. law enforcement activities, absence of a party or witness, absence of a party's advisor of choice or the need to provide language assistance or accommodations of disabilities).

Supportive Measures

Upon request of a party, or on its own initiative, the district may implement supportive measures prior to or during the investigation of a formal complaint. Supportive measures are free measures designed to restore or preserve equal access to education, protect safety, or deter sexual harassment. Supportive measures support Grievant/Respondent and are not punitive or disciplinary with respect to the Grievant or Respondent. They do not unreasonably burden any other person. Supportive measures include, but are not limited to, counseling, extensions of time, modifications of work or class schedules, appropriate emotional and/or academic support, restrictions on contact between the parties, leaves of absences, and increased monitoring and support. In fairly assessing the need for either party to receive interim measures, the district will not rely on fixed rules or any assumptions that favor one party over another. Supportive measures will be made available to both parties, as appropriate. In imposing supportive measures, the Title IX coordinator or designee will make every effort to avoid depriving any student of his/her education. The Title IX coordinator or designee will communicate with the parties to ensure any supportive measures are necessary and effective based on the parties' needs.

Determination of Investigation

The district shall take reasonable, timely, age-appropriate and effective corrective action, if warranted, based upon the situation and nature of the complaint. Appropriate corrective action may include reassignment, increased supervision, counseling, academic support services, additional training for students and staff, safety plan, behavioral support plan and/or disciplinary action under the district's policies and procedures which include suspension, permanent expulsion, and termination. Restorative practices will also be considered in any circumstance involving disciplinary action. The investigator's findings will be documented in a preliminary report and shared with the Grievant, Respondent and their advisors, if any. The parties will have at least ten (10) calendar days to review the preliminary report and submit a response in writing. Prior to finalizing the report, the investigator shall consider the parties' written responses to the preliminary report, if any. The investigation report will then be finalized and forwarded to the decision-maker, the parties and their advisors, if any. The decision-maker cannot be the investigator, Title IX Officer or have any conflict of interest or bias with either party

The decision-maker, prior to any final decision, shall afford the parties an additional (10) calendar days to submit relevant, written questions to the opposing party or any witnesses. The decision-maker shall ask any relevant questions, record the response(s) and provide the responses to the parties (and their advisors, if any) prior to making a final determination. If the decision-maker deems a question irrelevant, he/she shall state in writing why the question is not

relevant and provide the reason(s) to the parties (and advisors, if any) before the final decision is made.

The decision-maker shall issue a written decision and deliver it simultaneously to both parties. The written decision must include:

- The portion of the district's policies that was violated;
- A description of the procedural steps that were taken by the district on the way to getting to the decision;
- A findings of fact section;
- A section that draws conclusions after applying the facts to the portion of the district's policy that applies;
- A statement and rationale for the ultimate determination of responsibility;
- A statement and rationale for any remedies for the Grievant, addressing how those remedies will restore or preserve equal access; and
- A statement of the district's procedures, a statement that the parties have a right to appeal the initial determination regarding responsibility and the permissible basis for the appeal.

Right to Appeal

Both parties shall be provided notice of right to appeal the final determination based on: (1) a procedural irregularity affected the outcome of the matter; (2) new evidence has been discovered that was not reasonably available at the time of the determination on responsibility or dismissal; or (3) a conflict of interest on the part of the Title IX coordinator, an investigator who compiled evidence, or a decision-maker, and the conflict of interest affected the outcome.

If a party intends to file an appeal, they must submit the appeal in writing to the superintendent within five (5) days following the date of the final decision.

The opposing party shall be provided with a copy of the written appeal and given an opportunity to submit a response, which will be provided to the superintendent.

The superintendent shall review the written appeal and any response and issue a written determination within ten (10) days of the receipt of the appeal, which will be delivered to both parties.

The Grievant or Respondent may appeal the superintendent's decision to the Board of Education by notifying the superintendent in writing within 5 days of receiving the superintendent's decision for one of the following three reasons: (1) a procedural irregularity affected the outcome of the matter; (2) new evidence has been discovered that was not reasonably available at the time of the determination on responsibility or dismissal; or (3) a conflict of interest on the part of the Title IX coordinator, an investigator who compiled evidence, or a decision-maker, and the conflict of interest affected the outcome. The written appeal shall contain a specific statement explaining the basis of the appeal.

The superintendent will notify the board of education, in writing, within 5 days after receiving the appeal. The clerk will place the appeal on a board agenda within 30 days from the date of

notification to the board of education.

The board will act as an appellate body by reviewing the decisions and the oral and written evidence presented below and making a decision. At the board meeting, the board may ask for oral or written evidence from the parties and any other individual it deems relevant. Within 5 days of the meeting, the board will issue a final decision in writing to all parties involved.

The district board of education's decision shall be final.

Training

Individuals involved in the Grievance Procedure – Title IX coordinators, investigators, decision-makers or facilitators of informal, voluntary resolution efforts must be trained. The training materials will not rely on sex stereotypes, will promote impartial investigations and adjudications and be posted on the district's website. All other district employees and staff members assigned to work at or on behalf of the district shall be trained on how to identify and report sexual harassment.

Privileges

No information protected by a legal privilege, such as the attorney-client privilege or the doctor-patient privilege, can be used during an investigation unless the person holding that privilege has waived it. Neither a party or the district is allowed to seek, permit questions about, or allow the introduction of evidence that is protected by a recognized privilege.

1.23 Health Services

The health component of the Owasso Public School provides a comprehensive program of health screening, health consultation and assists the system in health education. The school nurses identify health problems; provide preventive measures and offer intervention and referral to appropriate sources. They develop individualized health care plans for children with chronic health conditions. The objective of the school health program is to strengthen the educational process of children and youth by assisting them to improve or adapt to their health status. The program promotes wellness and disease prevention.

General Health Services

1. Vision and hearing screening to grades K-5 each year and pre-school for those entering school the next year. Screening on request from parents or teachers for grades 6-12.
2. Scoliosis screening and rechecks to grades 6-9.
3. Health history on students through kindergarten pre-enrollment.
4. Assess students with health complaints or injury when called by office staff. All students who are ill or injured are seen by office personnel first.
5. Refer students to physician and other appropriate sources.
6. Offer health counseling to parents, students, teachers and staff.
7. Supervise medication administration and policies as well as update the medication policy.
8. Develop individualized health care plans for students with chronic health conditions.
9. Collaborate with staff to identify, report and refer suspected child abuse and neglect.

Health Education

1. Serve as resource person for teachers.
2. Classroom health education sessions regarding special problems and selected health topics (e.g. classmates with cancer, diabetes or other health problems).
3. Infection control classes, AIDS education coordination, growth and development for identified groups.
4. Consumer and general health education for high risk students.
5. Sponsor and plan a health fair for middle school students.

Special Education

1. Consult with special education staff concerning students' needs and medical records.
2. Serve as a member of IEP or Section 504 team when needed.

Communicable Diseases

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1. Supervise compliance with immunization laws.
2. Coordinate immunization clinics for age appropriate populations.
3. Prevention and control of communicable disease.
4. Report to the health department all reportable diseases.

Environment

1. Observe buildings and surrounding areas for safety hazards.
2. Assess complaints regarding allergens in the school environment.

Staff Education

1. Conduct training sessions for secretaries regarding first aid and medication administration.
2. Offer OSHA education and regulations to staff.
3. Provide Hepatitis B immunization according to OSHA standards.
4. Education for support staff concerning health and safety issues.
5. In-service for teachers regarding IHP's and general health topics.
6. Coordinate flu vaccinations for staff and faculty.

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1.24 Interference with the Peaceful Conduct of School District Activities

The superintendent or anyone designated by the superintendent or the board of education to maintain order in the school district shall have the authority and power to direct any person to leave school district property or any school activity when students are present, who is not a student, officer or employee thereof, and who:

1. Interferes with the peaceful conduct of activities on school district property;
2. Interferes with the peaceful conduct of school activities off school property when students are present;
3. Commits an act that interferes with the peaceful conduct of activities on school district property;
4. Commits an act that interferes with the peaceful conduct of school activities off school property when students are present;
5. Enters school district property for the purpose of committing an act that may interfere with the peaceful conduct of activities on school district property;
6. Enters non-school district property when students are present for the purpose of committing an act that may interfere with the peaceful conduct of school activities

For purposes of this policy, the term “interferes with the peaceful conduct” includes, but is not limited to, actions that directly interfere with any student activities, classes, study, student or faculty safety, housing or parking areas or extracurricular activities or any lawful activity ; threatening or stalking any person; damaging or causing waste to any property belonging to another person or the school district; or direct interference with administration, maintenance or security of property belonging to the school district.

Any person to whom this policy applies, who fails to leave a premises as directed or returns within six (6) months thereafter, without first obtaining written permission from the superintendent or anyone designated by the superintendent or the board of education, shall be guilty of a misdemeanor.

Appeal Process

After receiving a directive to leave the premises under this policy, the person issued the directive may request reconsideration by requesting review of the initial decision by letter to the Board of Education. If no written request is received within five (5) calendar days of the person’s receipt of written notification of the directive to leave the premises, the directive will be final and non-appealable. The Board of Education will review the Superintendent’s decision. The decision of the Board of Education will be final and non-appealable.

The superintendent or person who issues the directive to leave the premises will give the person to whom the directive is issued a copy of this policy within a reasonable amount of time after issuing the directive. During any appeal process, the person given the directive to leave the premises must remain off school property and away from school activities, whether on

school district property or not, unless the superintendent, in writing, instructs that the directive is to be stayed pending the appeal process.

1.28 Momentary Silence and Voluntary Prayer

The Oklahoma Legislature has directed that the board of education of each school district shall ensure that the public schools within the district shall observe approximately one minute of silence each day. This policy is adopted to comply with that directive.

The principal, or designee, of each school building within the school district is hereby directed to designate approximately one minute of instructional time each school day for the observation of a moment of silence. At the beginning of each semester, the principal or his or her designee will give teachers direction as to how the moment of silence is to be observed. The moment of silence shall be for the purpose of allowing each student, in the exercise of his or her individual 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.

The announcement of the moment of silence shall substantially mirror the following statutory language: “We now pause for a minute of silence in which students may 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.”

Employees shall neither encourage students to use nor discourage students from using the moment of silence for any particular purpose, such as reflection, meditation, prayer, or other silent activity. All teachers shall be made aware that it is the student’s decision as to how to utilize the moment of silence, provided that the student’s choice does not interfere with, distract, or impede other students in the exercise of their individual choices.

No sectarian or religious doctrine shall be taught or inculcated into the curriculum or activities of the school. However, those students and employees who wish to do so may participate in voluntary prayer so long as it is during non-instructional time and does not interfere with the rights of other students and employees.

School employees are free to engage in private religious prayer during school events, including sporting events and graduation ceremonies when employees are free to attend briefly to personal matters and students are engaged in other activities in accordance with the holding in Kennedy v. Bremerton School District., 142 S.Ct. 2407 (2022).

Individuals who wish to file a complaint regarding a violation of 70 O.S. §11-101.1 or §11-101.2 should notify the building principal in writing of the specific issue that has occurred. The building principal will notify the superintendent that a complaint has been received. The building principal shall investigate the issue and determine whether a violation of the law has occurred.
If the law has been violated, a plan of corrective action should be taken to address the issue.

Amended September 2024

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1.29 Non-Fraternization

Intimate social relationships between immediate supervisors and those employees they directly supervise is prohibited. This policy does not prohibit intimate social relationships between employees whereby no such supervisory relationship exists. The term “intimate social relationships” includes but is not limited to social dating, romantic relationships and sexual relationships.

The rationale for this policy is twofold. First, the added variable of the intimate social relationship can create unfairness or the appearance of unfairness or bias in employment decisions affecting the non-supervisory employee. That is, a non-supervisory employee may benefit from an employment standpoint through the existence of the intimate social relationship, or another non-supervisory employee not in such a relationship with a supervisor may suffer. Second, this policy is to lessen the risk of on the job claims of sexual harassment.

This policy applies regardless of the supervisor’s actual ability to evaluate or supervise the performance of a particular non-supervisory employee. It also applies whether or not the supervisor makes final decisions concerning the employee’s promotion, demotion, salary, commendation, censure, or continued employment. To otherwise restrict this policy would permit employment decisions to be made based on the relationship, since the supervisor may nevertheless indirectly influence vital job decisions by making recommendations or taking other action concerning the employee.

Employees violating this policy are subject to dismissal or other disciplinary action.

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1.30 Organizations (Employee)

A. School District personnel have the right to participate in and/or become a member of employee organizations.

B. School District personnel shall not be discriminated against as a result of their participation or membership in an employee organization nor for choosing not to participate in such activities.

C. School District personnel who choose not to be represented by any organization may, if they desire, declare, in writing, their intention not to participate, to the Board of Education.

Amended April 2019

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1.31 Other Employment

A. School District personnel shall not accept other employment which would require the employee to perform services during those times that the employee is required to perform services for the School District.

B. School District personnel may use earned vacation days to perform services for other employers, provided that the employee makes the requisite request in a timely manner.

C. School District recognizes its responsibility to allow school personnel to participate in Reserve and National Guard training exercises or active duty orders and that such activities do not constitute a violation of this policy.

Adopted August 2024

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1.32 Released Time Courses

The board of education will approve released time courses for elective credit. The board also grants site and district administration the ability to make the final decisions regarding what courses will be approved and how credit will be given. A released time course is defined by law as a period of time during which a student is excused from school to attend a course in religious or moral instruction taught by an independent entity off school property. Any independent entity that would like to offer a course to be considered for elective credit shall discuss the proposal with the superintendent or superintendent's designee. The proposal shall include a course syllabus, a calendar of when the course will be offered, the methods of assessment utilized in the course, the qualifications of the course instructor, and a template written consent form that will be provided by the independent entity to parents or legal guardians for student's enrollment in the released time program. The school superintendent, principal for the school site where the student is enrolled, or their designees shall have reasonable discretion over the scheduling and timing of released time courses.

The secular criteria utilized to evaluate the released time course is limited to:

1. The amount of classroom instructional time.
2. The course syllabus which reflects requirements and materials utilized in the course.
3. Methods of assessment that will be utilized in the course.
4. The qualifications of the course instructor.

If a course is approved for elective credit, students may be excused from school to attend the released time course for no more than three class periods per week or a maximum of 125 class periods per school year. In order for the student to be eligible to participate in the released time program and receive an excused absence, the following must occur:

1. The student's parent or legal guardian must provide written consent prior to the student's participation in the released time course.
2. No school funds may be expended, and no school district personnel, equipment or resources may be involved in providing the instruction.
3. The independent entity must maintain attendance records for students and make them available to the school district and board of education.
4. Transportation provided to and from the place of instruction is the sole responsibility of the independent entity, the student, or the student's parent or legal guardian.
5. The independent entity or the student's parent or legal guardian indemnifies the school district and holds it harmless with regard to any conduct that does not occur on school property under the control or supervision of the school district and the independent entity maintains adequate insurance for that purpose.

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6. The student assumes responsibility for any missed schoolwork as a result of the excused absence.

7. The student shall not be excused to participate in a released time course during any class in which the subject matter being taught is subject to state assessments.

8. For students in grades 6-12 this released time course could be considered as one of the required 6 daily class periods.

9. A student shall not be excused if they are below grade level in reading in 3rd grade to participate in a released time course during any class in which the subject matter being taught is subject to the assessment requirements of Section 1210.508 of Title 70 of the Oklahoma Statutes.

Students who participate in released time courses are considered in attendance in the school district and the time is calculated as a part of the school day. Upon successful completion of the course elective credit will be provided to students when the work completed is substantiated by a transcript from the independent entity providing the course.

The school district, Board of Education and school employees shall not be liable for any claim arising or occurring as a result of a student's participation in a released time program when the student is not under the control or supervision of the school district.

Legal Reference: 70 O.S. Section 11-101.3

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1.33 Peer Grading or Review

The Owasso School District recognizes that teachers occasionally engage in peer grading or review of student papers or work. Peer grading, in this instance, refers to students, under the direction of the assigned teacher, exchanging their classroom work, with other students, for the purpose of reviewing and grading the work. When a student retains his or her own work, this does not constitute peer grading or review and does not fall within this policy. When papers are exchanged only for review and are neither graded nor scored as a result of the exchange – this does not involve peer grading.

Teachers, by this policy, are authorized to utilize peer grading and review subject to the conditions included in this policy.

1. Teachers who select peer grading or review should do so for reasons related to the educational benefit associated with peer grading as applied to the curriculum for which the teacher is responsible.
2. Reasons supporting educational benefit include, but are not limited to, determining the progress that students have made in their understanding and incorporation of curriculum concepts; broadening students' opportunity to learn by the opportunity to review and assess the work of another student; teaching material again, but in a new context; and for lesson reinforcement and retention. This listing of the benefits of peer grading is not intended to be exclusive, but is for the purpose of illustrating areas in which peer grading has been recognized as educationally sound and beneficial to students.
3. Peer grading should be accompanied by teacher instructions at the beginning of the school year and periodically, throughout the year, that explain why students, in certain situations, benefit from peer grading; why the teacher has selected peer grading; individual student obligations to report any abuses of peer grading such as one student's pressuring another student for a grade or score different than that earned by the student; and the process by which the teacher would propose to handle student or parent objections to peer grading.
4. Teachers should be alert to any individual class situations that may present obstacles to the use of peer grading. For instance, if a class includes a student on an IEP, the teacher would want to determine, in cooperation with the District's Director of Special Education and the building principal, whether the use of peer grading, in that student's class, would subject the student to any adverse effects that are the result of the student's disability. In this instance, the teacher may decide not to use peer grading or, alternatively, to modify its use to accommodate the student's disability.
5. Peer grading, where appropriate, may be used in connection with homework, quizzes, and similar classroom work. It shall not, under any circumstances be used in the grading of nine weeks or semester tests or other significant class work.
6. The use of peer grading should, at all times, be motivated by the enhancement of student learning and not the convenience of the teacher.
7. Parents (or guardians) who object to the use of peer grading for their child should present their objections to the student's classroom teacher first. If the parent, after a discussion with his/her child's teacher continues to object to the use of peer grading, the parent should schedule a conference with the building principal. If not resolved at the

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principal's level, the parent may present his/her objections to the Superintendent of Schools.

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1.34 Owasso Performing Arts Center Use

Introduction

The Owasso Performing Arts Center (hereinafter referred to as “OPAC”) is operated by the Owasso Independent School District for the primary purpose of serving the educational needs of the children within the District. At times other than when the OPAC is reserved for District activities, the facilities will be available for use to all individuals, organizations, and corporations on a non-discriminatory basis under the terms and conditions set forth in this manual and pursuant to a fully executed Facility Use Contract. Facility Use Contracts are not fully executed until approved by the OPAC management.

It is the intent of the OPAC to promote arts education through creating opportunities for students and patrons:

1. to participate in the production of arts, experiencing the teamwork necessary to mount productions and providing the instruction necessary for desiring students to work in the professional arts community upon graduation;
2. to provide the highest level of artistic entertainment possible, in a state-of-the-art facility, ultimately raising the taste, appreciation, and standards of artistic productions in the community; and
3. to aid in preserving the grand heritage and promising future of our culture by staging a variety of works from classical to contemporary in all performing art disciplines.

The material contained within this manual is deemed to be an adjunct and integral part of all Facility Use Contracts. The management of the OPAC may, be specific exception or amendment to the main body of a Facility Use Contract, alter sections of this policy to better suit the needs of specific events. However, in the absence of written changes, all policies set forth in this manual shall be in full force and effect as stated herein.

Scheduling, Requirements, and Rates

Hours
The OPAC office will be open normal business hours Monday through Friday from 8 a.m. until 4 p.m., excluding government holidays.

Master Calendar
The OPAC Secretary will maintain a current school term master calendar, from July 1 through. June 30, and will accept reservations in the following priority:

1. school district events,
2. non-profit educational events,
3. commercial events, and
4. non-profit, non-educational events.

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Typically, within each of these scheduling priorities, events will be reserved on a “first come, first served” basis. However, the OPAC management reserves the right to make changes to reservations when necessary. Unless otherwise specified in writing, the OPAC management shall be privileged to schedule other events both before and after any then currently contracted or tentatively scheduled event without prior notice to the lessees involved.

Requests
Requests for facility usage should be made on a Facility Use Request Form, which is available at the OPAC office and should be submitted to the OPAC office upon completion. A copy of the request, whether accepted or rejected will be returned to the listed contact person. Accepted requests from individuals, organizations, or entities outside the school district will be required, in addition, to complete a Facility Use Contract.

Rates
Rates are found on the current OPAC Rate Sheet. School District activities are not charged for the use of the OPAC, but all other individuals, organizations, and entities will be charged a basic rental fee and any supplementary fees based on the event requirements. A deposit of fifty percent (50%) of rental cost must be submitted at the time the Facility Use Contract is signed. This deposit is not refundable unless the agreement for use of the facility is cancelled in writing at least ten (10) days prior to the event. If an event is cancelled less than ten (10) days prior to the event, the deposit, minus a ten percent (10%) administrative fee, will be returned to the lessee. Payment in full of all known charges is due on the first day of the event. Additional charges that may develop because of changes in equipment, personnel, or facility use will be billed to the lessee and due within seven (7) days of receipt of invoice.

Insurance
All individuals, organizations, or entities, except those of the school district, will be required to have a Certificate of Insurance for at least $1 million with Owasso Public Schools listed as “additional insured” on file with the OPAC office at least three (3) days prior to the event.

Licenses
Lessees agree to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 USC 101 et seq) and any regulations issued thereunder, including, but not limited to, the assumption of any and all responsibilities for paying royalties which are due for the use of copyrighted works in lessee’s performances or exhibitions. Additionally, lessee will fully indemnify, defend, and hold harmless Owasso Public Schools and all of its agents and employees, for any claims, damages, or costs including attorney fees growing out of lessee’s infringement or violation of said copyright laws and regulations. The OPAC Director may require proof that these permits have been secured.

Refusal to Rent
The OPAC Director will refuse to approve use of the facility for any event, activity, or performance if the director reasonably determines that such event, activity, or performance or the anticipated audience response to such event, activity, or performance, may cause damage or the unusual risk of damage to the facility or its patrons.

Curtain Time, Seating, and Ejection

Curtain Time and Latecomers

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Lessee agrees to make every effort to begin all events at or within five (5) minutes after the announced starting time. The OPAC Director or a designated representative may, when weather, traffic, or parking conditions dictate, delay the start of any performance a reasonable period of time to allow the great majority of patrons to be seated. In the absence of other specific instructions from the lessee involved, OPAC management reserves the right to deny admission to latecomers until the first logical break in the performance at which time such latecomers may, at the discretion of the management, be seated in available seats in the rear of the OPAC or, if such seating is not available, such latecomers may be held in the lobby until the first intermission.

Objectionable Persons
The OPAC Director, or designated representative, reserves the right to eject or cause to be ejected from the premises of the OPAC any objectionable person or persons; provided, however, that neither the Owasso Independent School District nor any of its officers, agents, or employees shall be liable to any lessee for any damages that may be sustained by such lessee subsequent to the exercise of such right. The term “objectionable persons” shall include those persons who by virtue of disorderly conduct, drunkenness, disruptive behavior, violation of OPAC policy, city, state, or federal law, makes the normal and proper conducting of business or an event or the employment of others of such event difficult or impossible. A lessee will be required to supply a sufficient number of adult supervisors to monitor behavior of participants in backstage areas and the lessee will assume full responsibility for actions of their personnel involved in events. Visitors are not allowed backstage, in the dressing rooms, or in the make-up room before or during the rehearsals or performances.

Forbidden Actions and Substances
A lessee will not do or permit to be done anything in or upon any portion of the premises of the OPAC or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the OPAC or any part thereof, or in any way increase any rate of insurance upon the OPAC or on property kept therein. Nor shall a lessee, without prior written consent from the OPAC Director or a designated representative, store or operate any engine or motor or machinery on the premises of the OPAC or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes. Additionally, beverages and food are not allowed in any area of the facility, except the lobby and dressing rooms. Smoking is not allowed on the premises at any time.

Stage Equipment and Personnel

Stage Equipment
The OPAC will make every effort to keep its equipment available and in good working order. However, if equipment is out of service for any reason, the OPAC will not be responsible for providing replacement equipment. Any malfunction of equipment provided by the OPAC should be reported immediately to the OPAC Director. The OPAC, at its sole discretion, reserves the right to make its equipment unavailable to a lessee in the event such lessee’s planned use is deemed potentially dangerous to such lessee or to such equipment.

Stage Technicians
After examining an event’s requirements, the OPAC Director will determine the minimum number of personnel required to run the event. Only distinct technicians will be permitted to operate stage equipment and the lessee will be required to hire the required technicians.

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House Manager and Ushers
The lessee will be required to supply sufficient personnel to house manage and usher patrons for each event performance, as long as the personnel are competent volunteers, capable of performing such functions to the satisfaction of the OPAC Director; otherwise, the lessee will be required to hire from the OPAC capable personnel to perform these functions.

Security
The OPAC is under the control of the OPAC Director or a designated representative, who will be present at all times the building is open or occupied. If properties of exceptional value are to be left in the facility, prior notification should be made to the OPAC Director. The lessee will be responsible for all personal belongings onstage and in the backstage area during rehearsals and performances. Strike will occur immediately following the final performance, so it is the responsibility of the lessee to remove all equipment and properties immediately after the final performance.

Novelty Sales, Tickets, and Programs

Tickets
The OPAC Secretary will operate a Box Office within the OPAC Office, maintaining regular business hours on Monday through Friday, 8 a.m. to 4 p.m. The Box Office will also open one hour prior to the announced curtain time for all events for which tickets are being sold; lessees are required to furnish volunteers to work with the OPAC Secretary during this time prior to events. There is a strict no refund policy for tickets.

Management of the OPAC reserves for its exclusive use ten (10) seats for each performance held. The location of seats, when an event uses reserved seats, will be negotiated by the OPAC Director.

Programs
The OPAC retains the right to insert promotional material of its own choosing into any programs distributed within the facility.

Americans with Disabilities Act
It is the intent of the OPAC to comply with the ADA in both facilities and accommodations. If American Sign Language interpreters or Large Print Programs are needed, please contact the OPAC Secretary when purchasing tickets, at least twenty-four (24) hours prior to the performance.

Novelty Sales
If a lessee has items that it wishes to sell or rent or authorize to have sold or rented on its behalf or during its event, such items to include but not be limited to, souvenir programs, books, photographs, CDs, audio or video tapes, record, posters, opera glasses, t-shirts, sweatshirts, or other items such as tickets for lotteries or drawing – which must be approved on a case-by-case basis due to legal issues – and such items are directly related to an event or events for which a Facility Use Request Contract has been granted, such lessee shall obtain permission from OPAC management to vend or have vended such items and such items shall be vended only within such locations as specified by management. The provision of this and the following paragraph will also apply in the case of a vendor who may or may not make cash transactions

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at an event, but rather receives orders for subsequent sales to take place off the premises of the OPAC.

Each approved vendor further agrees, upon request, to provide OPAC management one (1) sample of any item to be sold and that any such items become the property of the OPAC and that the value of such items shall not be deducted from any fees or commissions otherwise due the school district. In the event a vendor refuses to comply with the provisions of this paragraph, the lessee for such event will be liable for any charges incurred by the OPAC in obtaining such items.

The OPAC reserves the right to refuse permission to sell, rent or otherwise distribute any item which does not directly relate to the presentation of a specific event for which a Facility Use Contract has been issued, or any item which in normal use or misuse may cause damage to the OPAC, its employees, or patrons.

General Policies

Artistic Freedom
No attempt shall be made on the part of the OPAC management or the Owasso Independent School District to impose prior censorship or review of the material to be presented during an event. All lessees and patrons, however, will be responsible for compliance with all local, state, and federal laws, in addition to the ordinances, policies and regulations of Owasso Independent School District. Further, no performance, exhibition, or entertainment shall be given or held in the OPAC which is illegal, indecent, obscene, immoral, or for any reason which, in the sole opinion of the OPAC management, would create a negative image or which would otherwise create public controversy. If a performance, exhibition, or entertainment is deemed by the OPAC management as such, OPAC reserves the right to stop the event at any time. If the OPAC management exercises this right, all rental and other fees due to OPAC will remain the property of OPAC and any unpaid charges shall be considered payable to OPAC. If an event performance is deemed unsuitable for some audiences, prior notification to the OPAC Director is necessary, and it must be advertised as such during ticket sales and with notices posted in the lobby. Ultimately, the responsibility rests with parents and guardians to choose performances which are appropriate for their own children.

Electronic Devices
Ringing cellular phones and paging devices interrupt the performance and will not be tolerated. Patrons are reminded that cellular phones should be turned off upon entry into the OPAC and pagers should be set to vibrate.

Flames
Open flames or any pyrotechnics in any area of the building are strictly prohibited regardless of how such flames are fueled, unless approved in advance and in writing by the City of Owasso Fire Department. Proof of this permission must be submitted with the Facility Use Contracts.

Invitational Dress Rehearsals
As a general rule, the OPAC does not encourage lessees to invite or allow people to attend rehearsals, whether or not there is a charge for such attendance. However, in the event that a lessee elects to invite or allow attendance at a rehearsal, prior written permission must be obtained from the OPAC Director. Lessees should be warned that having an audience legally

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constitutes a performance, regardless of the number attending, and could result in paying both royalties and performance rental fees.

Lost Articles
The OPAC Director or a designated representative shall have the sole right to collect and to have custody of articles left in the OPAC by persons attending events presented in the OPAC. OPAC management will make every effort to reunite such articles with their owners; provided, however, that the OPAC will not be responsible for incurring any cost for returning lost articles to their owners. After a reasonable period of time (not less than thirty days), all unclaimed articles shall become the property of the Owasso Independent School District to do with or dispose of as its representatives all deem fit.

Public Announcements
Lessor reserves the right to make public announcements during intermissions and other times as will not unreasonably interfere with Lessee's performances. Said public announcements may relate briefly to future attractions at OPAC or the welfare and safety of those attending the event. Lessee is prohibited from making public announcements, other than those which pertain to the event for which this agreement is made without prior written approval of the lessor.

Weapons
The performance use of weapons including, but not limited to, pistols, rifles, shotguns, knives, and swords must be approved by the OPAC Director. Application for weapons use must be made with the OPAC Director at least thirty days prior to performance. If the application for weapon use is granted, the following procedure will be followed for the weapon's use in the OPAC. The weapon, if a gun, must be certified by the Tulsa County Sheriff Office as unable to fire, by either locating an inoperable weapon or at least by removing the firing pin from an operable weapon. Upon prior notification of the date and time, the director of the show will bring the weapon and certification to the OPAC Director to be kept in a locked, secure cabinet throughout the run of the show. During the show itself, the Director of the OPAC will hand the weapon to the performer as he/she is ready to step onstage and will collect the weapon as the performer steps offstage. The weapon will then be returned to the locked, secure cabinet until it will be removed by the director of the show after the final performance. The District encourages the use of only certified stage combat swords and knives which are heavy duty and have been blunted. Swords and knives should be kept in sheaths when not in use.

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1.35 Personnel Selection

A. Screening Procedures by Administrators

1. Interview applicants selected from a general pool of applicants.
2. Select applicants for vacant positions.
3. Upon making selection report to superintendent's designee.

B. Recommendation to Board of Education for Approval

1. The superintendent's designee will submit the name of the selected
2. Candidate to the superintendent, and upon his/her approval, submit it to the Board.
3. Once approved by the Board, the approved applicant will be informed. Contact will be made to all candidates interviewed to advise that the final selection has been made.

C. Employment Processing

The selected candidate must establish a file at the district office by providing certification, and other verification documents requested by the superintendent's designee.

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1.36 Political Activities

A. School District personnel, as citizens of this community, the State of Oklahoma and the United States of America, are encouraged to participate in the political process. However, in order to maintain an efficient educational environment limitation must be placed upon political activities conducted during school hours or on school property.

B. Campaigning on school property or at school events is prohibited.

C. School District personnel shall not, directly or indirectly, solicit or accept contributions for partisan political campaigns from fellow employees or students.

D. School District personnel may become a candidate for public office without terminating their employment with the District so long as they continue to perform their assigned duties.

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1.37 Open Records

The board of education adopts this policy in connection with the Oklahoma Open Records Act (the "Act").

District's Philosophy
The school district, as a tax supported institution, recognizes that the public has a right to be fully informed concerning its operations. The school district strongly believes that informed citizens are vital to the successful functioning of the democratic government process which this school district desires to exemplify to its students.

In order to achieve these goals, the board of education hereby states that all records of the school district, except those records designated as confidential in this policy, or, otherwise, as required by federal or state law, shall be open to any person for inspection, copying and/or mechanical reproduction during regular business hours. All persons requesting the right to inspect non-confidential records of the school district shall be accorded prompt access to those records.

Confidential Records Not Available for Inspection
As permitted by the Act, the school district hereby designates the following records as confidential and not open for public inspection:

1. Records which can be kept confidential under federal or state law.
2. Individual student records, except for:
    a. statistical information not identified with a particular student if such information is maintained in a composite for, and
    b. directory information as defined in the Act, if, pursuant to the Family Educational Rights and Privacy Act that information
        i. has been designated by the school district as directory information and
        ii. parents have been notified of and have not exercised their non-release rights.
3. Instructor lesson plans, tests and other teaching materials.
4. Personal communications concerning individual students.
5. Personal notes and personally created materials, when made prior to taking action, making a recommendation or issuing a report. Confidentiality does not extend to departmental budget requests prepared as an aid to memory or research leading to the adoption of a public policy or the implementation of a public project.
6. Personal communications received from a person exercising rights secured by the Oklahoma or United States Constitution, except for the fact that a communication has been received and that it is or is not a complaint. Any response to such personal communications shall be confidential only to the extent necessary to protect the identity of the person exercising the right.

7. Personnel records of any person employed or formerly employed by the school district, where disclosure would constitute a clearly unwarranted invasion of personal privacy such as employee evaluations, payroll deductions, and employment applications submitted by persons not hired, and transcripts from institutions of higher learning maintained in personnel files of certified district employees (excepting degree obtained and curriculum on the transcript).
8. The home addresses, home telephone numbers, social security numbers, private email addresses, and private mobile phone numbers of current and former district employees.
9. Personnel records which relate to internal personnel investigations including examination and selection material for employment, hiring, appointment, promotion, demotion, discipline or resignation.
10. Bid specifications for competitive bidding prior to publication; contents of sealed bids prior to bid opening; computer programs or software (but not the data thereon); and appraisals relating to the sale or acquisition of real estate prior to the award of a contract – if disclosure would give an unfair advantage to competitors or bidders.

Fees for Records and for Search for Records
The following fees apply for records reproduction and any compensable search for records:

Paper Production:	
8 1⁄2" x 11"	$.25 per page
8 1⁄2" x 14"	$.25 per page
11" x 17"	$.50 per page
Certified copy	$1.00 per page
Electronic Production:	
Document conversion (TIFF or PDF)	$.25 per page
Mailing fee (if delivery is requested)	Actual cost

In addition to the costs noted above, when a request for public records would clearly cause excessive disruption of the district's essential functions or is solely for commercial purpose, the district may charge a reasonable search fee of $25 per hour to recover the direct cost of document search (all calculated on quarter-hour increments). Included within the definition of "search fee" is the time spent reviewing and, if necessary, redacting records prior to production.

The district does not consider publication in a newspaper or broadcast by news media as resale or use of data for trade or commercial purpose. However, the district shall charge the news media and others the direct cost of copying paper and electronic records as set forth herein.

A search fee shall not be charged when the release of documents is in the public interest, including, but not limited to, release to the news media, scholars, authors and taxpayers seeking

to determine whether those entrusted with the affairs of the government are honestly, faithfully, and competently performing their duties as public servants.

Costs associated with reproduction of public records shall be paid by, or on behalf of the requestor, at the time documents requested are to be picked up. In the event of a large records request or a request that involves an outside cost to the district, the district may request a deposit, to be set by the records custodian, to be made at the time of the request.

Request for Records
Requests for public records shall be made to the attention of the Director of Communications or if such person is not available during regular business hours, the Superintendent or designee as the person authorized to release non-confidential public records for inspection, copying, or mechanical reproduction.

Under Oklahoma law, the board minutes clerk is the custodian of the district's copy of required school board election related filings. The Superintendent of schools is the designee of the board minutes clerk for the purposes of obtaining copies of election related filings. In the event the Superintendent is not available during regular business hours, then the request can be made to an assistant superintendent.

The request should identify with specificity the record or records sought. Where the request for records is unclear or confusing, the records custodian may request that the requestor provide a more precise explanation or description of the records requested. The district shall produce records requested promptly, taking into consideration the accessibility of the record, the number and type of records requested, time needed to redact appropriate information and the press of school district business.

It is requested that all records requests be made using the district's request form. A paper copy of the Open Records Request form may be obtained from the Director of Communications in the Education Service Center. Members of the public may also access and submit an online Open Records Request form via the district website at www.owassops.org. A completed form is to be submitted to the Director of Communications, either electronically or paper copy, and will be placed in the document file as a record of the transaction and document(s) copied.

Appeal of Denial of Records
If inspection of documents designated as confidential is denied, the person requesting access to such documents shall have a right to appeal the denial to the superintendent of schools.

1.38 Protection of Pupil Rights Amendment

For purposes of this policy, the following definitions apply:

“Instructional material” means instructional content that is provided to a student, regardless of its format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

“Invasive physical examination” means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

“Parent” includes a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child). All rights provided to parents under this policy transfer to the student when the student turns 18 years old or is an emancipated minor at any age.

“Personal information” means individually identifiable information including (i) a student or parent’s first and last name; (ii) a home or other physical address (including street name and the name of the city or town); (iii) a telephone number); or (iv) a Social Security identification number.

“Survey” includes an evaluation.

Inspection of Instructional Materials

All instructional materials, including teacher’s manuals, films, tapes, or other supplementary instructional material that will be used in connection with any survey, analysis, or evaluation as part of any applicable program shall be available for inspection by the parents of students in the School District. However, teacher lesson plans and tests are confidential records under the Oklahoma Open Records Act. After request by a parent, review of instructional materials shall be at a time mutually convenient to the teacher involved and the parent. Any complaint by a parent regarding the parent’s inability to inspect any instructional material shall initially be addressed to the principal of the school where the parent’s child attends. If the parent is dissatisfied with the principal’s decision, then the parent may request review by the superintendent, or his or her designee, who shall have final authority over the matter.

Establishing a curriculum and determining to include or remove particular materials within the curriculum are the legal responsibilities of the board of education subject to statutory and state board of education guidelines. Nothing in this policy is intended to grant or require prior parental approval or control of materials or parental control, approval or review of teaching techniques or methods.

Surveys

No student shall be required to submit to a survey, analysis, written examination or evaluation that reveals information concerning:

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1. Political affiliations or beliefs of the student or the student's family;
2. Religious practices, affiliations, or beliefs of the student or the student's parent;
3. Sexual behavior or attitudes;
4. Illegal, anti-social, self-incriminating or demeaning behavior;
5. Mental or psychological problems of the student or the student's family;
6. Critical appraisals of other individuals with whom the student has a close family relationship;
7. Legally recognized privileged or 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), without the parent's prior consent.

Parents may inspect, upon request, a survey created by a third party before the survey is administered or distributed to students. Review of such surveys shall be at a time mutually convenient to the principal involved and the parent. Any complaint by a parent regarding the parent's inability to inspect any such survey shall be addressed to the superintendent, or his or her designee, who shall have final authority over the matter.

The School District will take appropriate steps in compliance with the Family Educational Rights and Privacy Act to protect student privacy in the event of the administration or distribution of a student survey containing one or more of the items mentioned above.

Psychiatric or Psychological Examinations

Without the prior written consent of the parent or guardian, no student who is an un-emancipated minor shall be required, as part of any applicable program, to submit to psychiatric or psychological examination, testing or treatment.

Notification and Opt-Out

The School District will directly notify parents, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when the following activities are scheduled or expected to be scheduled:

1. Activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or selling that information or providing that information to others for that purpose. These activities do not include information for the exclusive purpose of developing, evaluating or providing educational products or services for or to students or educational institutions, such as:
    a. College or other postsecondary education recruitment, military recruitment;
    b. Book clubs, magazines, and programs providing access to low-cost literary products;
    c. Curriculum and instructional materials used by elementary and secondary schools;

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d. Tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic clinical, aptitude, or achievement information about students and the subsequent analysis and public release of the aggregate data from such tests and assessments;

e. The sale by students of products or services to raise funds for school-related or education-related activities; and

f. Student recognition programs.

2. The administration of any survey containing one or more items described above in the Surveys section of this policy; and

3. Any non-emergency, invasive physical examination or screening that is (i) required as a condition of attendance; (ii) administered by and scheduled by the school in advance; and (iii) not necessary to protect the immediate health and safety of the student or other students. This provision does not apply to any physical examination or screening that is permitted or required by state law, including physical examinations or screening that is permitted without parental notification.

Inspection of Data Collection Instruments

The School District will take appropriate steps in compliance with the Family Educational Rights and Privacy Act to protect student privacy in the event of such collection, disclosure or use of personal information collected from students for the purpose of marketing or selling that information or providing that information to others for that purpose. Parents and eligible students may inspect, upon request, any instrument used in the collection of such information before the instrument is administered or distributed to students. Review of such instruments shall be at a time mutually convenient to the principal involved and the parent. Any complaint by a parent regarding the parent's inability to inspect any such survey shall be addressed to the superintendent, or his or her designee, who shall have final authority over the matter.

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1.39 Public Information/School Communications Program

The Board of Education recognizes a climate of mutual understanding and cooperation between the schools and staff, students, parents and community is essential if the education program is to best meet student and community needs and expectations.

The Board believes an effective two-way communications program is vital to active and constructive participation of staff, students, parents, and community in the decision-making process. The Board believes staff, students, parents and community are entitled to complete, accurate and continual information about school policies, regulations, programs, operations, finances, achievements, goals, problems, needs, and other information schools are required by federal and state laws and regulations to make available.

All feasible forms of communications, including personal, print and electronic, will be considered for use to supply this information. Responsibility to develop the means to make this commitment effective is delegated by the Board to the Superintendent, as is the responsibility to maintain an on-going, systematic, two-communication program.

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1.40 Public Participation

Any person wishing to attend meetings of the Owasso Public Schools Board of Education in the capacity of an observer is entitled to do so and is welcomed by the Board of Education. The Board of Education or the superintendent may invite members of the public to speak at regular Board meetings or special Board meetings called for specific purposes.

Organizations, groups and individuals may request to speak to the Board during the public comment segment scheduled for all Board meetings. A request to address the Board on any agenda item for the scheduled meeting may be made. Such request must be made by the person wanting to address the Board on any agenda item for the scheduled meeting by signing their name and number of the agenda item to be discussed/addressed at least ten (10) minutes prior to the beginning of the meeting on the sign-in sheet provided at each regular Board meeting.

A request to address the Board on any non-agenda item must be received by the board minutes clerk in writing seven (7) calendar days prior to the Board's next regular meeting date. Topics for discussion must be specific in nature, as required by law for school board meetings. The board minutes clerk will contact citizens if the topic must be worded more specifically.

Each individual has one opportunity to comment, not to exceed 5 minutes. The total time allotted to public comment at Board meetings will not exceed thirty (30) minutes. Citizen comments will be considered on a first-come, first-served basis.

Public comment is not required under the Open Meetings Act and is only permitted when it is appropriately listed as a board meeting agenda item. Because the Board can only take official action on items posted on the agenda per state law and when the specific agenda item is called, Board members will not respond to public comment and/or answer questions posed during public comment. The Board may also limit the number of speakers at any meeting.

No person who has publicly announced or filed as a candidate for public office may use the public comment portion of the Board meeting as a forum for campaigning. No persons representing a vendor may use the public comment portion of the Board meeting for the solicitation of a product or service.

School Board policies, state and federal law have established separate and distinct procedures and forums for the resolution of employee grievances, employee complaints, employee suspensions and terminations, and complaints against individual employees, pupil suspensions and appeals and litigation. To avoid circumvention of those separate proceedings and to assure fairness to all parties concerned, no person will be allowed to speak regarding the following:

A. An issue in a pending lawsuit, complaint or investigation filed with an outside agency, in which the School District, its employee(s) or the Board of Education is a party;

B. A pending grievance;

C. A pending employee complaint filed with the School District or an outside agency;

D. A complaint against individual employee(s);

E. Employee disciplinary action, suspension or termination; or

F. A pending student suspension or appeal that may reach the Board of Education.

The Board of Education will not hear from any School District employee who has not taken his or her employment-related concern through the appropriate chain of command in an effort to resolve the matter at the lowest possible level. Employees are required to take their concerns to their immediate supervisor, the building principal, the Superintendent and only then to the Board of Education.

1.41 Radio and Television Broadcast for Athletic Events

Radio Fees

a. No fee if there is a reciprocal broadcast agreement with the opposing school.
b. $200.00 fee if there is no reciprocal broadcast agreement with the opposing school.

Television Fees

a. $250.00 fee for a broadcast with no date or time change from original schedule.
b. $500.00 fee for a broadcast that requires a date change from the original schedule.
c. $2,500.00 fee for a broadcast that is part of an opposing team's exclusive television package. (Ex – If a school has a television package that includes broadcasts of all games.)

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1.42 Reporting Students Under the Influence

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

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

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

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

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

Amended April 2019

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1.43 Safe School Committees and Healthy and Fit School Advisory Committees

This policy will govern the operation of the district's safe school committees.

1. Each site principal will annually establish a Safe School Committee of at least seven (7) members. Members may be employees, parents, students, volunteers, community members and/or local law enforcement officials. All members of each Safe School Committee shall serve until the following June 30 unless earlier removed from the Committee by the principal for any reason. The principal who appoints the Safe School Committee members shall advise the superintendent, in writing, of the names, addresses and phone numbers of the committee members. In case of a resignation, death or removal of any Committee member, the principal shall immediately appoint a successor Committee member so as to maintain the composition of the Committee as set forth above. Committee members are eligible to serve consecutive terms.
2. The Committee will assist the board in promoting a positive school environment through planning, implementing and evaluating effective prevention, readiness and response strategies.
3. Each Safe School Committee shall study and make recommendations, in writing, to the school principal regarding:
   - Unsafe conditions, possible strategies for students, faculty and staff to avoid harm at school, student victimization, crime prevention, school violence and other issues that prohibit the maintenance of a safe school, and student bullying;
   - "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;
   - Professional development needs of faculty and staff to recognize and avoid bullying and implement methods to decrease student bullying;
   - Methods to encourage the involvement of the community and students, the development of individual relationships between students and school staff, use of problem-solving teams that include counselors and/or school psychologists, and ways to utilize behavioral health resources, including suicide prevention resources.
   - In its considerations, the Safe School Committee shall review the district policy for the prevention of bullying and the list of research-based programs appropriate for the prevention of bullying of students at school compiled by the State Department of Education. in addition, the Committee may review traditional and accepted bullying prevention programs utilized by other states, state agencies, or school districts.

   As part of the process, each Committee shall review the district's policies, traditional and accepted bullying prevention programs utilized by other states, state agencies or school districts, and the bullying resources provided on the Oklahoma State Department of Education's website.

4. Each Safe School Committee shall meet at least once each semester. Each Committee shall appoint a committee chairperson who shall maintain written minutes of each meeting. The Committee chairperson will be responsible for notifying all Committee members of meetings, preparing agendas for each meeting and posting the agendas in the principal's office for a reasonable period prior to the date and time of each meeting. The principal of each school site will retain all agendas, minutes and other documents related to the Safe School Committee.
5. Prior to the last day of school of each school year, each Safe School Committee shall make a written report to the school principal. The school principal shall transmit a copy of the report to the superintendent. The superintendent shall maintain the reports in the records of the district and shall transmit a copy of each Safe School Committee report to each district board member.

Healthy and Fit School Advisory Committees

The district also establishes Healthy and Fit School Advisory Committees, which shall be combined with the district's Safe Schools Committees. The Healthy and Fit School Advisory Committees are established pursuant to OKLA. STAT. tit. 70, § 24-100a, which created the *Healthy and Fit Kids Act of 2004*.

The Committees shall be composed of no fewer than seven (7) individuals who may be the same individuals appointed to the district's Safe School Committees. The composition of the Advisory Committees may include teachers, administrators, parents of students, health care professionals and business community representatives.

The Advisory Committee at each school site 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.

School principals shall give consideration to the recommendations of their respective advisory committees. The Advisory Committee, for purposes of timelines, shall follow the same schedule as established for the district's Safe School Committees.

Reference: 70 OKLA. STAT. §24-100.5, 70 OKLA. STAT. §24-100a

1.44 School Visitations

The Owasso Public School District welcomes and encourages visits to the schools by parents and interested members of the public. However, the District's first concern is to maintain the best teaching and learning environment possible and one that is free from unnecessary outside distractions. The following rules will apply in all schools:

1. Each school will maintain a guest register in the front office. All visitors should sign in and out.
2. All visitors requesting to visit in a classroom while class is in session must make prior arrangements through the principal and teacher. Principals may deny the request or limit the number and lengths of observations or visits if allowed.
3. Visitors must not interrupt classes in any way nor speak to or disturb the students. If visitors wish to ask questions or confer with the teacher, they must request a conference. This should be done through the office, either as the visitor leaves or later by phone.
4. Parents bringing items such as lunches, books, clothing, money, etc., should leave them at the front desk for later delivery to the student. If the parent needs to speak directly with the student, the student will be called to the front desk.
5. The principal shall have the authority to exclude from the school building or grounds any persons who he/she has reason to believe will disrupt the classroom or school, are disturbing students or teachers, or whom the principal believes are on the premises for the purpose of committing an illegal act. The principal shall immediately inform the Superintendent or designee of any person banned or removed from the school. (See appeal procedures under Interference with Peaceful Conduct of School District Activities Policy)
6. District personnel making regular deliveries to the school need not sign the guest register. However, in order to be permitted in the classroom, they must follow the above procedure and must be wearing their employee identification badge.
7. For the purposes of this policy, the playground and buses are considered a part of the classroom.
8. Parents or others who are assisting with classroom activities with the principal's permission are exempt from rules 2 and 3.
9. The principal must give permission for the use of cameras or audio/video recorders in the classroom at any time other than during public performances.

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1.46 Sick Leave Donation

Sick leave days may be donated from one District employee to another within the following guidelines:

1. Permission to receive donations will be granted only for a District employee who is pregnant or recovering from childbirth, who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition, or whose spouse or child up to the age of 26 who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition, that has caused or will cause the employee to exhaust all accumulated sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes and that has caused or is likely to cause the employee to take leave without pay or to terminate employment, as determined by the Board of Education.
2. For purposes of this policy, the following definitions apply:

   "Severe" or "extraordinary" means serious, extreme or life-threatening, including temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom.

   "District employee" means a teacher or any full-time employee of the School District. Whether an employee is a "full-time employee of the School District" will be determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee and who is employed a minimum of one hundred seventy-two (172) days.
3. The request for permission to receive donations must be in writing and presented to Human Resources by the District employee. Human Resources will submit the request to the designated donated sick leave committee. A District employee may be eligible to receive donations if the committee determines that the employee meets the criteria described in this policy and the employee has followed district policies regarding the use of sick leave. To allow the committee to determine whether the employee meets the criteria described in this policy, the employee must first submit a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
4. A donee may not use any donated sick leave until his or her own sick leave earned pursuant to Title 70, Section 6-104 of the Oklahoma Statutes has been exhausted. The donee may use donated sick leave only for the purposes specified in this policy.
5. Donated sick leave will be paid at the daily rate of the donee, not the donor. The sick leave received by the donee will be designated as donated sick leave and will be maintained separately from all other sick leave balances.
6. Donated sick leave not used by the donee during an occurrence shall be returned to the donating employee.
7. The donee of shared sick leave is limited to a maximum donation of sixty (60) days over the course of a school year (July 1 – June 30), and a donee shall not be eligible for more than two (2) opportunities for donated sick leave over the entire period of the employee's employment with the School District.
8. The donee may accept up to three (3) days of donated leave from each employee who wishes to voluntarily donate leave. An employee may donate only days that are earned

and accumulated. No employee may, by the donation of sick leave days, reduce his/her own accumulated sick leave below eighty (80) hours (support) or ten (10) days (certified) of sick leave. Also, no employee may donate leave in anticipation of termination of employment. As a result of the donation of leave, leave donated is no longer available for use by the donor.

9. Any contribution of sick leave by one employee to another is strictly voluntary. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave under this policy. Each contribution of sick leave must be confirmed in writing by the donor to Human Resources. Any exceptions to this policy will be subject to administrative review .

1.47 Professional Conduct by Staff

The board of education counts on staff to adhere at all times to recognized standards of professional conduct. Teachers, administrators, and support employees are role models and must exemplify ethical behavior in their relationships with students, patrons, and other staff members. The board expects staff to be mindful that they are professionals and their conduct, particularly in relation to students, patrons, and other staff, must be consistent with professional standards. Staff members must never engage in conduct which detracts from a safe, positive, or appropriate learning environment.

The board of education believes that all staff members have a responsibility and professional obligation to be familiar with and abide by the laws of Oklahoma, the policies of the board, and the administrative regulations designed to implement them – as they affect the employee's job and commitments to students and others.

The OSDE *Standards of Performance and Conduct* set forth standards for the professional conduct of teachers. The board, like the State Department of Education, requires teachers to adhere to this code. It expects its administrators also to adhere to requirements for administrators. In addition, the board approves specific ethical standards that must guide the conduct of all staff members.

Specific Responsibilities

Essential to the success of ongoing district operations and the instructional program are the following responsibilities, required of all personnel:

1. Support and enforcement of policies of the board and regulations of the administration in regard to students.
2. Concern and attention toward their own and the district's legal responsibilities for the safety and welfare of students, including the need to assure that students are reasonably supervised within the constraints presented.
3. Avoidance of exploitation of relationships with students, other staff members, or school district patrons.
4. Consistency and promptness in attendance at work.
5. Diligence in submitting required reports promptly at the times specified.
6. Care and protection of school district property.

Staff - Student Relationships

Exploitation of staff-student relationships is inconsistent with obligations owed to students. Commercial and business dealings between students and staff members are prohibited. A staff member may not use a teacher/administrator or similar relationship with a student for personal gain. Likewise, staff members may not use student property for personal use or benefit. Staff members who suspect or recognize an inappropriate relationship between a student or staff member or observe inappropriate conduct toward or contact with a student are required to report this in writing to their supervisor, the superintendent, or other district official.

Amended August 2025
Amended November 2015

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Exploitation of a Student

Exploitation of a student may result from an improper personal relationship encouraged by a teacher, administrator, or support employee. Staff members should be aware that gestures and physical conduct, even though innocent and properly motivated, may be misinterpreted by students or parents. Therefore, teachers, administrators, and support employees must avoid any conduct that might be characterized as evidencing an improper or unprofessional personal attachment toward a student. Sponsors or chaperones shall not sleep in the same rooms with students on overnight activity trips unless the sponsor or chaperone is the parent or legal guardian of the student. Likewise, instructors, sponsors or chaperones shall not accompany a single student on a trip or activity unless written approval is received from parents or legal guardian of the student and the superintendent or superintendent's designee. Sexual or romantic involvement with a student and sexual harassment by any employee, regardless of the student's age or the student's placement in or out of the teacher's class, is prohibited. School officials will seek criminal investigation and prosecution of any employee suspected of engaging in child exploitation.

Standards of Behavior

Staff is expected, in their capacity as role models, to establish an example of acceptable behavior for students in connection with classes and extracurricular activities. Teachers, administrators, and support employees must refrain from the use of vulgar or obscene language and conduct in the presence of students. Similarly, discussion with students of issues personal to the staff member, such as divorce, sexual issues, or similar highly personal subjects, is inappropriate. The use of alcohol by any staff member in the presence of students is prohibited. Likewise, the use of illegal or illicit drugs by employees, in or outside the presence of students, is prohibited and grounds for disciplinary action, including dismissal.

The district has adopted policies relating to employee and student use of wireless telecommunication devices and social networking sites and employees must adhere to these provisions.

Staff members are expected to refrain from comments or statements, even in jest, reflecting adversely on any person or group with reference to race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information. Racial, ethnic, or sexual slurs in the presence of students or during work or work related activities or programs constitute unprofessional conduct.

Exploitation by Supervisors of Subordinate Employees

The exploitation by supervisors of subordinate employees is improper and prohibited. In particular, any employee who supervises, directs, evaluates, or makes any employment recommendations with regard to any other employee (i.e. acts as a supervisor) is prohibited from engaging in any commercial, business, romantic, sexual, or other similar type of personal relationship with any employee who is or may be subordinate to the supervisor.

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Fiscal Management

It is imperative that sound fiscal management procedures be followed by staff to ensure maximum benefit for each dollar expended. Accordingly, misuse of school property and/or funds constitutes unacceptable behavior. Employees must adhere to accepted procedures of sound accounting, reporting, business, and purchasing practices.

Every employee of the district has the duty to abide by this professional conduct policy in all respects. Failure to do so may lead to disciplinary action including dismissal or non-renewal from employment, referral to the State Board of Education, referral to law enforcement authorities for prosecution, or other action appropriate to the nature, gravity, and effect of the relationship on students, other staff members, or school operations.

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1.48 Suicide/Crisis

The Board of Education of the Owasso School District adopts the following policy and procedures dealing with suicidal students and/or students in crisis:

General Expectations

The Oklahoma Mental Health Laws require school personnel to notify parents/guardians of incidences of suicidal intent of a child. Owasso Public Schools supports this legislation and has identified the following reporting procedures to ensure the safety of children and maintain compliance. These procedures are included in the Emergency Procedures Guide given to each teacher in each school site and specify required documentation. Each school site will identify a Crisis Intervention Team.

Any school personnel, who have reason to believe, by direct or indirect knowledge, that a student is at-risk for suicide must immediately refer the student for intervention. The “Steps of Action” should be followed.

Steps of Action

- ***DO NOT*** leave student alone. However, clear other students from area, as deemed appropriate.
- Call the School Nurse and/or School Counselor. They may elicit assistance from another member of the building crisis intervention team.
- Crisis counseling techniques will be used as appropriate. If needed, the Crisis Team members will collaborate about the results of a risk assessment to try and determine the lethality of the situation.
- Contact parent(s).
- ***DO NOT*** allow the student to go home unsupervised. A parent/guardian or other adult must assume direct responsibility for the student before allowing him/her to leave school. You may ask the parent to complete a “Release of Information” form so you may contact the agency providing services.
- If it is determined that it is not in the best interest of the student to release him/her to the parents, the police should be called. (They will transport to the Youth Services Shelter.)
- If the student’s parent/guardian cannot be reached and the student is suicidal, the student can be hospitalized for up to 72 hours without parent/guardian consent. Call Youth Services or the Police to arrange this service.
- Referral sources will be given to the parent/guardian. Students who are suicidal are not safe at school, and parent/guardian will be advised to arrange for treatment through outside sources. Failure to provide professional support may result in school officials reporting negligence to the Child Protective Services and/or recommending that the child not return to school until his/her safety is assured.

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Follow-Up Steps

1. The Crisis Intervention Team will meet to evaluate the situation and define the appropriate role for the school in future assistance to the student.
2. A counselor will be appointed to remain in close contact with the student and will serve as the liaison between student, parent/guardian, school and any involved community agencies.
3. Confidentiality will be maintained throughout these procedures unless the safety of the student is at stake.

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1.49 Summer Suicide/ Disaster Postvention

The following guidelines are to be followed in the event of a summer death in the Owasso Public Schools' student population.

1. **Team Development**: Each school site has in place a team composed of counselors, volunteer teachers, nurses and other necessary personnel. In the wake of an event the administrator of the site affected would contact each team member from that site in order to inform them of the event. A meeting of site members should be scheduled. During this meeting, discussion should involve possible strategies including setting up a crisis center to be staffed by area youth ministers, counselors, psychologists, mental health workers, and specially trained team members on site or located at an alternate setting. These centers should be easily accessible and private for those students who might need special counseling for several days following the death. ***Parental permission for each affected student should be obtained before the school takes any initial action.***
2. **Days Following Death:** All available team members, area health care professionals, and area youth ministers should "remain on the lookout" for students who show signs of depression and uncharacteristic behavior related to the recent death. A concentrated effort should be made to identify the victim's core group of peers. These students should be referred for possible counseling by area professionals, and the parents should be contacted to help their child cope with his/her feelings.
3. **Home Visitation**: The principal, counselor, favorite teacher, or other school representative should make a home visit to the family of the deceased within 24 hours of the death. This visit is not only for the expression of sympathy, but also to explain the school's procedure in dealing with the death and to seek advice on what the family expects from the school. A second visit should occur within an appropriate time frame to lend support to the survivors.
4. **Special Events of Memorial Service**: The student's family, church or funeral home should plan these events with possible help from the school. The event or services should be in memory of the loss of the student. Planned events or services help students draw closer to the death and tragedy that has occurred and help them to begin to go on with their work and lives.
5. **Length of Time for Concern**: It is necessary for teachers and counselors to be alert for months after a death. Some students will deal with the loss and grief immediately, while others will let it fester and grow within themselves for months. The aftermath of suicide will often continue for up to two years. It is important that "high-risk" students be carefully monitored for at least six months, with less intense but continued concern for one to two years thereafter.
6. **Failed Suicide Attempt**: In the event the student's attempt fails, a hospital visit should take place within 24 hours of the attempt. Continued visits should be made by site staff throughout the hospital stay to lend support to family and visiting students. When the student is released from the hospital, contact from the original and future site staff should be made within a reasonable period of time to discuss the student's return to school or alternate plans.

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1.51 Testing Employees and Applicants for Employment (Other Than Bus Drivers) with Regard to the Use of Alcohol and Illegal Chemical Substances

The board, with the intent that all employees have notice and knowledge of the ramifications concerning alcohol and illegal chemical substance use, possession, purchase, sale or distribution when the employee is on duty or on school property, adopts the following policy on Testing Employees and Applicants for Employment (Other Than Bus Drivers) With Regard to the Use of Alcohol and Illegal Chemical Substances.

Statement of Purpose and Intent

1. The safety of students and employees of the school district is of paramount concern to the board.
2. An employee who is under the influence of alcohol or an illegal chemical substance when the employee is on duty or on school property poses serious safety risks to students and other employees.
3. The use of alcohol and illegal chemical substances has a direct and adverse effect on the safety, personal health, attendance, productivity and quality of work of all employees and the safety of all students.
4. Scientific studies demonstrate that the use of alcohol and illegal chemical substances reduces an employee's ability to perform his job beyond the time period of immediate consumption or use.
5. The board recognizes that all employees have certain personal rights guaranteed by the Constitutions of the United States of America and the State of Oklahoma as well as by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, OKLA. STAT. tit. 40 § 551 et seq., as amended. This policy will not infringe on those rights.
6. Due to the devastating impact that the use of alcohol and illegal chemical substances can have on the safety of students and employees and their adverse effect on an employee's ability to perform the employee's job, the board will not tolerate employees who use, possess, distribute, purchase, sell or are under the influence (as defined in the policy) of alcohol or illegal chemical substances when on duty or while on school property.
7. This policy will apply to all employees of the school district regardless of position, title or seniority except bus drivers. The testing of bus drivers for alcohol or illegal chemical substances is exclusively governed by the school district's policy on Alcohol and Drug Testing for Drivers and the federal Omnibus Transportation Act of 1991. Bus drivers whose job assignment involves duties independent of bus driving shall be subject to this policy as to all non-bus driving duties.
8. Violations of this policy will subject the employee to disciplinary action, including, but not limited to, termination.

Definitions

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Amended September 2012

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1. “Applicant” means a person who has applied for a position with an employer and received a conditional offer of employment, or an existing employee seeking transfer or reassignment to a different position, or an existing employee who is being transferred or reassigned to a different position.
2. "Illegal chemical substance" means any substance which an individual may not sell, possess, use, distribute or purchase under either Federal or Oklahoma law. "Illegal chemical substance" includes, but is not limited to, all scheduled drugs as defined by the Oklahoma Uniform Controlled Dangerous Substances Act, all prescription drugs obtained without authorization and all prescribed drugs and over the counter drugs being used for an abusive purpose. By this policy, applicants and employees are placed on notice that the school district may test individuals for drugs and alcohol.
3. "Alcohol" means ethyl alcohol or ethanol.
4. "Under the influence" means any employee of the school district or applicant for employment with the school district who has any alcohol or illegal chemical substance or the metabolites thereof present in the person's body in any amount which is considered to be "positive" for such alcohol or drug or drug metabolites using any scientifically substantiated alcohol or drug use screen test and alcohol or drug use confirm test.
5. "Positive" when referring to an alcohol or drug use test administered under this policy means a toxicological test result which is considered to demonstrate the presence of alcohol or an illegal chemical substance or the metabolites thereof using the cutoff standards or levels determined by the State Board of Health or in the absence of such State Board cutoff levels, the cutoff levels customarily established by the testing laboratory administering the alcohol or drug use test.
6. "School property" means any property owned, leased or rented by the school district, including but not limited to school buildings, parking lots and motor vehicles.
7. "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids or products. Adulteration of a specimen or of a drug or alcohol test shall be considered as a refusal to test.
8. “Confirmation test” means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the initial test.

   In instances when a breathalyzer test is used, a confirmation test means a second sample test that confirms the prior result. Where a single use test is utilized, a confirmation test means a second test confirmed by a testing facility.
9. "Employee" means any person who supplies labor for remuneration to his or her employer in this state and shall not include an independent contractor, subcontractor or employees of an independent contractor; provided, however, an independent contractor, subcontractor, or employees of an independent contractor, may be subject to a workplace drug or alcohol testing policy under the terms of the contractual agreement when the drug or alcohol testing policy applies to other workers at the job site or workers who are in the same or similar classification or group.

10. "On duty" means any time during which an employee is acting in an official capacity for the school district or performing tasks within the employee's job description, including the taking of an annual physical examination.
11. "Bus driver" means:

    A. a school district employee who is required to have a commercial drivers' license ("CDL") to perform the employee's duties;

    B. employees of independent contractors who are required to have a CDL;

    C. owner-operators;

    D. leased drivers; and

    E. occasional drivers.

12. To the extent not specifically defined herein, the definition of any term, word or phrase found in this policy shall be as set forth in the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Procedures for Alcohol or Illegal Chemical Substance Testing

1. Any alcohol or drug use test administered under the terms of this policy will be administered by or at the direction of a testing facility licensed by the Oklahoma State Department of Health (“Department”) and using scientifically validated toxicological methods that comply with rules promulgated by the Department. Testing facilities shall be required to have detailed written specifications to assure chain of custody of the samples, proper labeling, proper laboratory control and scientific testing. All aspects of the alcohol and drug use testing program, including the taking of samples, will be conducted so as to safeguard the personal and privacy rights of applicants and employees. The test sample shall be obtained in a manner which minimizes its intrusiveness.

   In the case of urine samples, the samples must be collected in a restroom or other private facility behind a closed stall or as otherwise permitted by the Department or its Board; a sample shall be collected in sufficient quantity for splitting into two (2) separate samples, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of a challenge of the test results of the main sample; the test monitor shall not observe any employee or applicant while the sample is being produced but the test monitor may be present outside the stall to listen for the normal sounds of urination in order to guard against tampered samples and to insure an accurate chain of custody; and the test monitor may verify the normal warmth and appearance of the sample. If at any time during the testing procedure the test monitor has reason to believe or suspect that an employee/applicant is tampering with the sample, the test monitor may stop the procedure and inform the test coordinator. The test monitor shall be of the same gender as the applicant/employee giving the sample.

   The test monitor shall give each employee or applicant a form on which the employee or applicant may, but shall not be required to, list any medications he has taken or any

other legitimate reasons for his having been in recent contact with alcohol or illegal chemical substances.

2. If the initial drug use test is positive for the presence of an illegal chemical substance or the metabolites thereof, the initial test result will be subject to confirmation by a second and different test of the same sample. The second test will use an equivalent scientifically accepted method of equal or greater accuracy as approved by rules of the State Board of Health, at the cutoff levels determined by Board rules. An applicant for employment will not be denied employment or an employee will not be subject to disciplinary procedures unless the second test is positive for the presence of illegal chemical substances or the metabolites thereof.
3. If an initial alcohol use test is positive for the presence of alcohol, the initial test result will be subject to confirmation by a second and different test using any scientifically accepted method approved by rules of the State Board of Health, at the cutoff levels determined by Board rules.
4. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.
5. Any applicant for employment or employee who is subject to disciplinary action as a result of being under the influence of alcohol or an illegal chemical substance, as and for an appeal procedure, will be given a reasonable opportunity, in confidence, to explain or rebut the alcohol or drug use test results. If the applicant or employee asserts that the positive test results are caused by other than consumption of alcohol or an illegal chemical substance by the applicant or employee, then the applicant or employee will be given an opportunity to present evidence that the positive test result was produced by other than consumption of alcohol or an illegal chemical substance. The school district will rely on the opinion of the school district's testing facility which performed the tests in determining whether the positive test result was produced by other than consumption of alcohol or an illegal chemical substance.

   In the case of drug use testing, the employee or applicant will have a right to have a second test performed on the same test sample at the expense of the employee or applicant. In the case of alcohol testing, the employee or applicant will have a right to have a second test performed on the same test sample using any scientifically accepted method approved by rules of the State Board of Health, at the cutoff levels determined by Board rules. The request for the second test must be made within twenty-four (24) hours of receiving notice of a positive test in order to challenge the results of a positive test and subject to the approval by the school district's testing facility that (a) the facility selected by the applicant or employee for the second test meets the qualifications required for a testing facility under the Oklahoma Standards for Workplace Drug and Alcohol Testing Act and (b) the testing methodology used by the facility selected by the employee or applicant conforms to scientifically accepted analytical methods and procedures, including the cutoff levels, as determined by the State Board of Health. If the re-test reverses the findings of the challenged positive result, then the school district will reimburse the applicant or employee for the costs of the re-test. A proper chain of custody shall be maintained at all times in transmitting the sample to and from a second testing facility.

6. The school district may permit testing for drugs or alcohol by other methods reasonably calculated to detect the presence of drugs or alcohol, including but not limited to breathalyzer testing, testing by use of a single-use test device, known as onsite or quick testing devices, to collect, handle, store, and ship a sample collected for testing.
7. The testing facility reports and results of alcohol and drug use testing will be maintained on a confidential basis except as otherwise required by law. The laboratory performing alcohol or drug use tests for the school district will not report on or disclose to the school district any physical or mental condition affecting an employee or employment applicant which may be discovered in the examination of a sample other than the presence of alcohol or illegal chemical substances or the metabolites thereof. The use of samples to test for any other substances will not be permitted.
8. The records of all drug and alcohol test results and related information retained by the school district shall be the property of the school district unless:
    A. the information will be admissible evidence by an employer or employee in a court case or administrative agency hearing if either the employer or employee is a named party;
    B. the information is required to comply with a valid judicial or administrative order; or
    C. the school district's employees, agents or representative needs to access the records in the administration of the Standards for Workplace Drug and Alcohol Testing Act.

Employee Alcohol and Drug Use Test Requirements

The school district is authorized to conduct drug and alcohol testing in accordance with the Standards for Workplace Drug and Alcohol Testing Act. The school district has chosen to conduct drug or alcohol testing under the following circumstances:

1. *Applicant testing*: The school district will require an applicant, as defined above, to undergo drug or alcohol testing and may use a refusal to undergo testing or a positive test result as a basis for refusal to hire or grant a voluntary transfer/reassignment.
2. *For-cause testing*: The school district will require an employee to undergo drug or alcohol testing at any time the superintendent, or designee, reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:
    A. drugs or alcohol on or about the employee's person or in the employee's vicinity,
    B. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
    C. a report of drug or alcohol use while at work or on duty,
    D. information that an employee has tampered with drug or alcohol testing at any time,
    E. negative performance patterns, or
    F. excessive or unexplained absenteeism or tardiness.

3. *Post-accident testing*: The school district may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or property has been damaged while at work, including damage to equipment. The school district may require post-accident drug or alcohol testing if there is a reasonable possibility that employee drug use could have contributed to the reported injury or illness. For purposes of workers' compensation, no employee who tests positive for the presence of substances defined and consumed pursuant to Section 465.20 of Title 63 of the Oklahoma Statutes, alcohol, illegal drugs, or illegally used chemicals, or refuses to take a drug or alcohol test required by the employer, shall be eligible for such compensation;
4. *Random testing*: As determined appropriate by the board of education, the school district may require an employee or all members of an employment classification or group to undergo drug or alcohol testing at random and may limit its random testing programs to particular employment classifications or groups, except that the school district will require random testing only of employees who:
    A. are police or peace officers, have drug interdiction responsibilities, or are authorized to carry firearms, or
    B. are engaged in activities which directly affect the safety of others, including but not limited to school vehicle mechanics.
5. *Scheduled, periodic testing*: The school district will require an employee to undergo drug or alcohol testing as a routine part of a routinely scheduled employee fitness-for-duty medical examination, or in connection with an employee's return to duty from leave of absence, of employees who:
    A. are police or peace officers, have drug interdiction responsibilities, or are authorized to carry firearms, or
    B. are engaged in activities which directly affect the safety of others, including but not limited to school vehicle mechanics.
6. *Post-rehabilitation testing*: The school district may request or require an employee to undergo drug or alcohol testing for a period of up to two (2) years commencing with the employee's return to work, following a positive test or following participation in a drug or alcohol dependency treatment program.

Employee Use, Sale, Possession, Distribution, Purchase or Being Under the Influence of Alcohol or Illegal Chemical Substance

Any employee who possesses, uses, distributes, purchases, sells or is confirmed by alcohol or drug use tests to be under the influence (as defined by this policy) of alcohol or an illegal chemical substance while on duty, while on school property or as a result of alcohol or drug use tests conducted under this policy will be subject to disciplinary action, including, but not limited to, termination.

Alcohol and Drug Use Tests of Applicants for Employment -- When Required

All applicants for employment will be required to submit to alcohol and/or drug use testing after a conditional offer of employment has been made to the applicant. All applicants will be notified

that alcohol and/or drug use testing will occur if they are offered a conditional offer of employment. Any applicant who refuses to submit to an alcohol or drug use test after a conditional offer of employment will not be hired.

Applicants Under the Influence of Alcohol or an Illegal Chemical Substance

Any applicant who is confirmed by alcohol or drug use tests to be under the influence (as defined by this policy) of alcohol or an illegal chemical substance will not be hired.

Person Authorized to Order Alcohol or Drug Testing

The following persons have the authority to require alcohol or drug use testing of employees under this policy:

1. The superintendent;
2. Any employee designated for such purposes by the superintendent or board.

Release of Information

1. Upon written request, the applicant for employment or the employee will be provided, without charge, a copy of all information and records related to the individuals' testing. All test records and results will be confidential and kept in files separate from the employee or applicant's personnel records.
2. The school district shall not release such records to any person other than the applicant, employee or the school district's review officer unless the applicant or employee, in writing following receipt of the test results, has expressly granted permission for the school district to release such records in order to comply with a valid judicial or administrative order.
3. The testing facility, of any agent, representative or designee of the facility, or any review officer, shall not disclose to any employer, based on the analysis of a sample collected from an applicant or employee for the purpose of testing for the presence of drugs or alcohol, any information relating to the general health, pregnancy, or other physical or mental condition of the applicant or employee.
4. The testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon request.
5. This policy does not preclude the school district, when contracting with another employer, from sharing drug or alcohol testing results of any tested person who works pursuant to a contractual agreement.

Notice of Policy

This policy shall be given broad circulation to all employees of the school district which shall include prominent posting in the school district. Each employee shall be given a copy of this policy and each applicant shall be given a copy of this policy upon the tender of a conditional offer of employment. Delivery of the policy to applicants or employees may be accomplished in any of the following ways:

1. Hand-delivery of a paper copy of or changes to the policy;
2. Mailing a paper copy of the policy or changes to the policy through the U.S. Postal Service or a parcel delivery service to the last address given by the employee or applicant;
3. Electronically transmitting a copy of the policy through an email or by posting on the employer's website or intranet site; or
4. Posting a copy in a prominent employee access area.

The Standards for Workplace Drug and Alcohol Testing Act

This policy is subject to and supplemented by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act (the "Act"). To the extent that any provision of this policy is in conflict with the Act, then the Act shall control. To the extent that this policy is silent as to any matter covered by the Act, then the Act shall control. This policy shall be interpreted by the Board of Education of the school district and its employees consistent with the Act.

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Amended September 2012

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1.52 Use of Tobacco Products

The board is dedicated to providing a healthy, comfortable, and productive environment for staff, students, and citizens. The board believes that education has a central role in establishing patterns of behavior related to good health and that measures are necessary to help its students to resist tobacco use. The board is concerned about the health of its employees and also recognizes the importance of adult role-modeling for students during formative years. Therefore, the board shall discourage the use of tobacco products by its staff and students. This policy is intended to improve the health and safety of all individuals using the schools.

Definitions
For the purpose of this policy, the following definitions apply:

School Property is defined as any property that is owned, leased, managed, or otherwise controlled by the school district, including vehicles and any outdoor property, such as sporting facilities and parking lots.

Tobacco Product is defined as a product that contains or is derived from tobacco and is intended for human consumption, excluding drugs or other devices approved for cessation by the United States Food and Drug Administration. Tobacco products include, but are not limited to: cigarettes, cigars, loose tobacco, rolling papers, chewing tobacco, snuff, e-cigarettes, digital/personal vaporizers, electronic nicotine delivery systems and cartridges and products designed for use with electronic nicotine delivery systems, regardless of the nicotine content of the product.

Smoking means the carrying by a person or having access to a lighted cigar, cigarette, pipe or other lighted smoking article. Smoking also includes using products which mimic or simulate smoking behavior, regardless of whether such products actually contain tobacco.

Prohibitions

- Smoking and the use of tobacco products in any form is prohibited by all persons, twenty-four hours a day, seven days a week, on district property and school-sponsored events, including those held off-campus. District property includes school buildings, grounds, and school-owned vehicles. This policy extends to personal vehicles while such vehicles are on School Property. Possession of tobacco products by students on school property is prohibited.
- This policy applies to employees of the school district, students, visitors, and any other person present on School Property. This policy also applies to all public school functions and any outside agency using the district's facilities, including stadiums. This policy is in effect 24 hours a day, seven days per week.
- The District will not accept donations of gifts, money, or materials from the tobacco industry. This district will not participate in any type of services, events, or programs that are funded by the tobacco industry.
- Ash receptacles, such as ash trays or ash cans, are not permitted on School Property.
- Students are not allowed to possess matches and/or lighters on school property without approval from the Superintendent and/or designee.

Tobacco Cessation Support

- The District will refer employees, parents/guardians, family members, and students (13 and older) interested in quitting tobacco use to the Oklahoma Tobacco Helpline and other cessation resources, if available.
- The District will promote the Oklahoma Tobacco Helpline (1-800-QUIT-NOW or OKHelpline.com) to ensure awareness of the statewide services that are available.
- The District will provide insurance benefits to eligible employees and access to assistance through our employee assistance program (EAP) to all employees
    - Individual, and phone counseling
        - A maximum of 3 counseling sessions through EAP
        - Free cessation counseling offered by the Oklahoma Tobacco Helpline (1800-QUIT-NOW)
- The District will communicate and promote the available tobacco cessation benefits and the employee assistance program (EAP) to all employees. The District will communicate insurance coverage for employees to all eligible prospective employees, eligible new employees at the time of hire, and eligible existing employees on an annual basis.

Implementation and Enforcement

- At or near each entrance of every district building a sign shall be conspicuously posted informing employees, students, visitors, and any other person present of the tobacco-free facility. The sign shall read: Smoking and the use of any tobacco product, including e-cigarettes and similar devices, is prohibited in this building.
- The success of this policy will depend upon the thoughtfulness, consideration, and cooperation of smokers and non-smokers. All individuals on school premises share in the responsibility for adhering to and enforcing this policy. All students will receive instruction on avoiding tobacco use. Ultimately, each site administrator will take appropriate steps to enforce the regulation. Any individual who observes a violation on school property may report it in accordance with the procedures listed below.
- Any student using, possessing or distributing tobacco products in violation of this policy will be subject to appropriate disciplinary measures, including out-of-school suspension, pursuant to the board's policies regarding student discipline. The School administrator will confiscate the prohibited Tobacco Product. Information about the Oklahoma Tobacco Helpline will be provided to students in violation of this policy to provide resources for tobacco cessation.
- Any violation of this policy by staff will be referred to the appropriate supervisor. One written warning will be issued to the staff member with a copy placed in his or her district personnel file. Further violations will be considered willful neglect of duty and will be dealt with accordingly based on established policies and procedures for suspension, demotion, dismissal and non-renewal of staff. Information about the Oklahoma Tobacco Helpline will be provided to staff members in violation of this policy in order to provide resources for tobacco cessation.

- Citizens who are observed smoking or using tobacco products on district property in violation of this policy will be asked to refrain from using these products on school property. If the individual fails to comply with the request, his or her violation of policy may be referred to the building principal or other district supervisory personnel responsible for the area or program during which the violation occurred. The supervisor shall make a decision on further action which may include a directive to leave school property. Repeated violations may result in a recommendation to the superintendent or board of education to prohibit the individual from entering district property for a specified period of time. If deemed necessary by the school administration or the board of education, local law enforcement officials may be called upon to assist with enforcement of this policy.

1.53 Transportation

Owasso Public Schools recognizes that in Oklahoma, student transportation is a service provided by the school for the convenience of its students. The District wishes to assure its citizens that transportation services are provided in a manner that accomplishes three goals:

A. To ensure that all students who are qualified to receive transportation services are transported in the safest manner possible.

B. To ensure that the transportation services provided are cost effective to provide the most efficient service possible, responsive to the needs of taxpayers.

C. To ensure that all transportation services are rendered in an equitable manner.

Owasso Public Schools will accomplish these goals through strict enforcement of the following school transportation policies.

For purposes of clarification, the following terms are defined:

"*Director of Transportation*" is the person hired by the Board who is responsible for the operation of student transportation services.

"*School Bus Driver*" is the person who operates a vehicle transporting students under the direct auspices of the District.

"*School bus*" is any vehicle owned or leased by the District and used to transport students to and from school and related events as defined by the Oklahoma State Department of Education.

School Bus Maintenance Policies

A. All school buses purchased and/or used by the District will meet or exceed any and all state and federal minimum safety construction standards.

B. Annual inspections: Each school bus will be mechanically inspected annually by an appropriate authority.

C. Pre-trip inspection: A driver shall perform a pre-trip inspection of the vehicle prior to each route or trip. The inspection shall include, but not be limited to, brakes, lights, tires, exhaust system, gauges, windshield wipers, steering and fuel. The driver shall make a daily written report describing the condition of the bus and listing any deficiencies. The Transportation office will provide forms for this report with listing of the minimum inspection items. This report is to remain on file with the Director of Transportation for a period of 90 days.

D. Any school bus deemed unsafe shall immediately be placed out of service until all necessary repairs are made. All repairs to school buses shall be made by a duly qualified automotive technician.

E. It is the responsibility of all drivers to clean any bus entrusted to their operation following departmental procedures to accomplish these tasks. It is furthermore the responsibility of

all bus drivers to complete a work order for repair or maintenance to any vehicle they should operate when such repair or maintenance is needed.

F. The Transportation Department shall adopt and maintain a preventative maintenance schedule to prolong the life of all school buses and assure their safe operation.

School Bus Driver Policies

A. Any person employed as a school bus driver, whether full- or part-time, shall hold the appropriate driver's license and endorsements required by the Department of Public Safety for the operation of a school bus.

B. Any person employed as a school bus driver, whether full- or part-time shall hold a school bus driver's certificate as required by the State Department of Education.

C. The driving records of all school bus drivers shall be checked annually, and all drivers must meet the requirements of the SDE for school bus driver's records. All new drivers shall have a felony check as required for other District personnel.

D. All school bus drivers shall have on file in the Transportation office an annual health certificate signed by a physician licensed by the state, attesting that such physician has examined the applicant and/or bus driver and that the applicant and/or bus driver has no sign or symptoms of ill health and is otherwise, from the observation of such physician, physically and mentally capable of safely operating a school bus.

E. The use of tobacco by a school bus driver is not permitted during the operation of the bus while hauling students, and use of tobacco in any form is prohibited while on any District property, including District vehicles. The use of any intoxicating alcoholic beverage by the driver eight hours prior to or during the operation of a school bus is strictly prohibited. The use of any controlled dangerous substance 72 hours prior to or during the operation of a school bus is strictly prohibited. The possession of any controlled dangerous substance on a school bus is strictly prohibited.

F. Any school bus driver involved in a school bus accident resulting in personal injury, property damage of $500 or more, or charged with a violation of a traffic law shall submit to a screening test to detect if alcohol or a controlled dangerous substance was used by the driver prior to school bus operation.

G. All school bus drivers shall be evaluated annually for job performance purposes as prescribed by District personnel policies. In addition to standard employee evaluation criteria, school bus drivers shall also be evaluated for driving skills and student-management skills.

H. Any school bus driver may be suspended with pay pending the outcome of an investigation into any charge of recklessly endangering the safety of persons or property while operating a school bus or any charge of moral turpitude involving children.

I. All school bus drivers shall comply with requirements of the Director of Transportation regarding attendance and participation in periodic in-service safety meetings for the purpose of increasing student safety. Non-attendance at such scheduled meetings shall be subject to District employee-leave policies and chargeable to the employee's accumulated leave.

J. All school bus drivers shall dress appropriately for the operation of a school bus and to present a professional appearance.

K. Substitute and activity school bus drivers shall meet all the requirements prescribed for regular bus drivers.

School Bus Routing

A. Transportation shall be restricted to and for the students of the District who reside within the boundaries of the District. Students, who reside outside the District but attend Owasso Public Schools through a mutual agreement with a neighboring school district for a specific area, will be provided transportation service. Students who reside outside the District and attend Owasso Public Schools on an authorized transfer are eligible for District transportation as space is available which includes service from existing stops within the District.

B. The District may elect to not transport any student whose home is within one-and-one-half miles from the school attended by a commonly traveled road.

   Students who reside in areas where walking to school is deemed hazardous by the Board, may be provided transportation service. Hazardous conditions are those which would place the student at risk due to no sidewalks, heavy automobile traffic or crossing of a major thoroughfare.

C. All school bus stops shall be selected with the safety of the students at the bus stop as the first consideration. Whenever possible, a bus stop shall be located within one-half mile of the home of every student being transported. The average distance of a stop from the homes of the students served should be similar to the average distance of other stops from the homes of the students served for the same age students across the District. Reasonable attempts shall be made to locate bus stops away from major thoroughfares. Parents are encouraged to accompany students to the bus stop and see to their safety prior to the arrival of the bus. The ability of a parent to see the bus stop from the home is not a criterion for location of a bus stop.

D. All school bus routes shall be evaluated annually. A copy of the evaluation shall be forwarded to the government agency responsible for maintaining the roadway if any physical hazards are noted. If identifiable hazards exist on a school bus route, all drivers shall exercise due caution. Route and bus stop changes may be made at the discretion of the Director of Transportation or designee.

E. School bus drivers may not deviate from established school bus routes and/or move school bus stops without the permission of the Director of Transportation.

F. It is the duty of the parents or legal guardians to have their students at the bus stop at the proper time. No student may board any school bus at any place other than at a designated bus stop.

G. No students shall be discharged from their school bus at any point except the designated bus stop without a bus pass. Passes are obtained from the office of the school attended through a written note or other communication with the parent.

Auxiliary or Activity Transportation

A. Any person operating a school bus for auxiliary transportation purposes shall adhere to all school transportation policies regarding driver qualifications and operational procedures.

B. No school buses will be utilized for any activity trip prohibited by State Department of education regulations.

C. It is the responsibility of the parents or legal guardians of all students riding activity buses to have their students at the designated site for departure and arrival of all activity trips.

D. All adults transported in connection with activity trips must be designated sponsors. Buses will be scheduled for the use of students with no additional buses scheduled to accommodate sponsors. For scheduling purposes, there will be allowed two sponsors per bus, including teachers. Additional sponsors may ride on a space-available basis.

E. Adult groups wishing to utilize school buses, or student groups wishing to utilize buses in non-school activities, must be approved by the Superintendent prior to bus use. Buses will only be operated by bus drivers employed by the District and in good standing as bus drivers. Transportation costs for all activities of this nature must be reimbursed at a standard rate.

F. All requests for auxiliary transportation must be filed in writing with the Director of Transportation or designee ten days prior to the activity may be denied.

G. The primary purpose for which the District maintains a school bus fleet is to transport students to and from school classes. Auxiliary transportation shall not interfere with the safe operation of these bus routes; therefore, activity trips are subject to denial or cancellation based on availability of buses and/or drivers.

H. No auxiliary transportation will be provided for which funds were not allocated in the current year District budget.

Student Discipline

A. Due to the serious nature of student transportation, no disruptive behavior shall be tolerated on any school bus that might endanger the well-being of any student transported. The same level of behavior that is expected in the classroom is expected on the bus in addition to behavior that is specific to bus safety.

B. The Transportation Department will establish disciplinary procedures for bus drivers to follow when dealing with disruptive students. Bus rules and discipline procedures will be made available to all students each year through handbooks and/or flyers, as well as rules being posted conspicuously in the bus.

C. Students are subject to the same disciplinary measures for behavior on the bus or at bus stops, as for behavior in the classroom or on school grounds. In addition, students are subject to denial of bus privileges for any length of time at the discretion of the administrator imposing the discipline.

D. Bus drivers are authorized to assign any and/or all seats in the bus for any reason or for any length of time.

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E. School bus behavior rules and discipline shall apply to both school bus routes and activity trips.

School Bus Accidents and Emergencies

A. All students transported in school buses shall receive instructions in safe riding practices and participate in emergency evacuation drills within the first two weeks of each semester. All students riding on activity trips shall also receive instruction on emergency procedures. These drills shall be conducted on school grounds. Documentation of these drills shall be kept on file in the Transportation office.

B. All bus drivers shall receive instruction in emergency and evacuation procedures not less than once per year.

C. The Director of Transportation shall develop specific accident procedures for reporting and investigation of accidents. All school bus accidents shall be investigated, and the proper reports shall be submitted to the Superintendent, the State Department of Public Safety and the State Department of Education as per state law and regulations.

Transportation of Special-Needs Students

A. All students requiring transportation services that are specific to the student or beyond the scope of regular transportation services shall be provided such transportation only after an Individualized Education Plan (IEP) is completed which specifically describes the transportation needs of the student.

B. Individualized transportation for special-needs students shall only be provided on an as-needed basis. The Transportation Department, Director of Special Education, or a representative should be consulted at all IEP meetings which address a student's transportation needs to determine the most applicable form of transportation. Whenever a student's disability may prove a safety hazard to other students on the bus (e.g., disruptive behavior, violent actions), alternative forms of transportation will be devised.

C. Special-needs students are subject to disciplinary action within Special Education guidelines for behavior that presents a safety hazard to the bus and its passengers. In no instance will a student whose behavior constitutes a threat be allowed to ride a bus.

1.54 Unpaid Authorized Absences and Deductions

1. If a School District employee believes there is a need to be absent from work for any reason not covered in other approved leave options, the employee may request, in writing, unpaid leave for that purpose from their immediate supervisor.
2. If unpaid leave is granted by the immediate supervisor, an amount equal to one (1) day's pay will be deducted from the employee's salary for each day of such approved absence.
3. If an employee is absent without securing approval for an unpaid absence, said employee shall be denied their salary for 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.

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1.55 Use of School Facilities

The school district will permit use of school facilities by educational, political, literary, cultural, religious, scientific, civic or recreational community organizations provided that:

1. The intended use of the facility by the organization meets certain established criteria; and
2. When required, a previously established fee is paid by the organization.

Providing every student with the best education possible is the primary function and responsibility of the Board of Education. Therefore, school-related functions will be given priority when it is necessary to use school facilities. However, the Board of Education is also vitally interested in helping out-of-school activities which support and supplement the efforts of this school district.

School facilities are often useful in carrying on the activities of various non-school organizations. Since many constructive educational activities take place outside the classroom, the administration should do as much as possible to encourage and aid the commendable efforts of many parents and citizens who work with youth to attain objectives which are similar to the goals of this school district.

Procedures for Use of School Facilities

Application

All organizations must make application in writing on a provided application form to the Operations office at least ten (10) days prior to the date of the meeting requested.

If the organization's request is one with regularly occurring dates, approval may be given for the entire schedule. Should a conflict develop with a school activity, the school district reserves the right to cancel the permission granted or to require a change to a mutually satisfactory date and time.

Although application by a minor is not acceptable, this does not prohibit the use of school premises by them, provided the application is made by a competent adult who will supervise and be responsible for the group.

Permitted Use

Permission for use of school facilities belonging to this school district may be granted to educational, political, literary, cultural, religious, scientific, civic or recreational organizations for purposes and programs which:

1. Are beneficial to the youth of the school district and to the programs of the school district; and
2. Are beneficial to the community; and
3. Do not result in an increased monetary burden on the citizens of the school District.

Priority Use

The superintendent or the superintendent's designee is to determine whether the proposed use of the building will conflict with scheduled school programs and is to monitor the building for signs of misuse or abuse.

Prohibited Use

The following groups may not use district facilities:

1. Any group advocating the violent overthrow of the Oklahoma or United States Constitutions.
2. Any group which encourages or takes part in any illegal activities.
3. Any group whose activities may result in violence or damage to district property, or whose activities may endanger life or limb.
4. Any group whose activities may be disruptive to the normal educational functions of the district.
5. Any group whose activities are such that the district facilities are not reasonably able to accommodate them.
6. Any group whose activities are in violation of any other district policy.
7. Any group which has previously violated this policy while using district facilities or whose activities caused damage to district facilities or injury to persons during such previous use, including failure to pay assessed charges or clean up appropriately.

Payment in Advance

If payments for the use of the school facilities are required in advance, it must be received at the Operations Department prior to the use of the facility. The Operations Department will notify the applying party of any advance payment requirements and pricing at the time of application approval.

Responsibility of Applicant

The applicant and his/her organization will be held responsible for the proper use of the building, for payment for the use of school facilities (when required), for the conduct of persons attending the meeting, and will verify that activities are confined to the areas requested and to the hours agreed upon in the application. The applicant will indemnify the school district for any theft, loss or damage to school property over and above normal wear which might be expected from his/her use thereof, and will make prompt payment for such theft, loss or damage. An indemnity bond or a deposit may be required if circumstances warrant. It is required that users of school facilities will see that the activities are conducted at all times under competent adult supervision. The superintendent or the superintendent's designee will be the judge of unwarranted damages to the school property.

All rooms or areas will be left in as good condition as they were found, except the usual accumulation resulting from normal building use. No applicant may sublet any part of the building area named in the application request.

Users of school property must assume responsibility for the safety and protection of the audience, workmen and participants to the extent required by law. The superintendent or the superintendent's designee has the right to require minimum limits of public liability and property damage insurance for all groups using any school facility, and to require that there be evidence presented to the superintendent or the superintendent's designee in the form of a certificate of insurance, showing Independent School District No. I-O11 of Tulsa County, Oklahoma, as an additional named insured.

Time Limits

The superintendent or superintendent's designee shall establish the times that facilities are available for use.

Cancellations

Requests for cancellation of the use of school facilities must be received at least 24 hours in advance of the meeting time. Failure to do so will obligate the applicant and his/her organization to pay for all custodial and such other expenses as are incurred in opening the building for his/her use.

Cancellation of permission may be ordered whenever such action is deemed in the best interest of the school district. However, such cancellations will not be made except when unforeseen emergencies arise, and then with as much advance notice as possible. Permission may be canceled by the superintendent or the superintendent's designee if conduct or infraction of policies warrant.

Holidays

As general rule school properties will not be available for use by outside organizations on school or national holidays. Should one or more meetings approved as a series of meetings fall on such days, such meeting dates will be automatically canceled for these days only. The superintendent or the superintendent's designee may, in his/her best judgment, authorize limited exceptions to this rule for good cause shown.

Non-School Days

School facilities will be available on non-school days, such as weekends and summer months, provided proper application is made and approved by the superintendent or the superintendent's designee and provided such use is not a conflict with use of the facilities by school organizations or students.

Charges

Charges made for use of school facilities are not rentals as that term is generally used, but are based on the cost of operating expenses that would not otherwise have been

incurred, such as utilities, supplies, maintenance of facilities, custodial and cafeteria services, as well as clerical services necessary to process each application. Additional charges may be incurred for storage of equipment.

Building Use Without Charge

School organizations such as student organizations, school employee groups and educational organizations, such as the OWEA, Board of Education, etc., are granted building use without charge as long as such use does not conflict with regular school sessions.

No fee will be assessed against school-affiliated and youth-serving organizations for their regularly scheduled meetings, including but not limited to:

1. Parent-Teacher Association, booster clubs, etc.
2. Scouting organizations

Other groups may present information to the superintendent or the superintendent's designee so that he/she can establish whether they are school-affiliated and youth-serving organizations for whom fees will be waived for periodic meetings. If there should be additional meetings of the above-mentioned or other school-affiliated and youth-serving organizations, they will be charged for custodial services and/or cafeteria employee services as required, according to the regular fee as determined by the superintendent or superintendent's designee.

Organizations which qualify for use of meeting space without charge on weekdays will be charged regular rates for meetings held on Saturdays and Sundays, for weekday meetings which extend beyond 10:00p.m. for use of recreational facilities such as gymnasiums and for all fund-raising activity meetings.

Custodial/Proctor Care

A school custodian/proctor is assigned for continuous duty during the time the group will be using the school facility. The custodian/proctor will open the building prior to the time set for the meeting, arrange the requested facilities and serve as the official representative of the school district. Upon conclusion of the meeting the custodian/proctor will clean, properly arrange the facilities and carefully inspect the premises before locking the building. For situations in which the meeting does not materialize and has not been previously canceled, the custodian/proctor will remain on duty for one hour after the requested starting time of the meeting and, if no word is received within that period indicating a later starting time, he/she will lock the building.

Custodians/proctor are instructed not to open any areas other than those required in the application. Additional space may be arranged by filing an additional application. Emergency needs may be requested by telephone.

Security

Uniformed officers must be on duty when so directed by the superintendent or the superintendent's designee.

Alcohol, Drugs, Tobacco and Dangerous Weapons

The use or possession of alcoholic beverages, low-point beer or controlled substances (drugs) will not be permitted on school property. Organizations using school property for any purpose are expected to comply with district policy concerning the use of Tobacco. Dangerous weapons, including but not limited to firearms, are prohibited on school property, although individuals with a valid handgun license pursuant to the Oklahoma Self Defense Act may possess a firearm in the parking lot and may store that weapon in their vehicle in accordance with Oklahoma law. Individuals who have received prior permission from the principal may possess an inoperable weapon on the premises for participation in a school program, as long as the weapon remains inoperable while at school and the individual uses the weapon in accordance with the permission granted.

Athletic Activities

Permission for athletic activities involving the use of school facilities by non-school groups will be granted. Such groups may not use the apparatus and other special athletic equipment belonging to the school without prior authorization from the Director of Operations.

In those instances, where team competition is involved, it must be clearly understood that no team sponsored by an organization other than the schools will be identified by name as representing any school in this district.

District Equipment

District Equipment – Any property owned by the district that is not permanently affixed to the building including, but not limited to, athletic gear, kitchen appliances and utensils, electronic equipment, desks and chairs. District equipment includes property donated to the district or purchased with donated funds.

Requests to use public address systems, projection equipment, screens, or other specialized equipment will be included in the application for facility use. Use of specialized equipment may require additional fees. All such District Equipment must have prior authorization from the Director of Operations to be controlled, operated, or moved.

As a precaution against fire, no request will be granted for the use of lighted candles or other actual flame equipment in connection with building usage.

Cafeterias

Use of cafeterias will be granted with or without use of kitchen facilities. No organization will have access to the cafeteria kitchen area unless the cafeteria manager is present and in charge, together with such additional paid help from the cafeteria manager's staff as may be required. In planning an event which will use the cafeteria kitchen equipment, the area dietitian, the cafeteria manager, and whatever number of helpers they deem necessary, must all be involved in the planning, operation and supervision of such project. Because of the food supplies and expensive equipment, and because of the rigid requirements of health and sanitation authorities, the use of cafeteria facilities must be

under the direct control of the cafeteria department.

Parking Lots

Parking lots are provided with the use of most school buildings. If use of only a parking lot is desired, applications will be made as for use of any school facility. Parking areas are not reserved exclusively for groups using school buildings. Playgrounds will not be used for parking.

Use of School Grounds and Recreational Facilities

School grounds will be made available to the general public at times when they are not being used for school purposes. The general public has a responsibility not to cause damage to the property or become a nuisance to adjoining property owners and others in the neighborhood.

The Board of Education realizes that each case should be dealt with separately. However, the following regulations will serve as a guide:

1. School playgrounds may be used by organized athletic leagues when not in conflict with school programs, upon approval of application to use such facilities;
2. Approval of such an application does not include uses of any building facilities. Application for use of restrooms may be made subject to advance payment of a standard charge;
3. No automobiles, motor scooters, motor bikes or other such licensed vehicles are to be driven on the playgrounds;
4. Sporting activities will be permitted as long as there is no damage to neighboring or school property.

Use of School Buildings in Times of Emergency

At times when the district's facilities are already open, school buildings may be available during times of emergency. The superintendent or superintendent's designee will coordinate with local emergency officials to coordinate responses to emergencies.

Church Services

Church services by established religious groups may be scheduled in school facilities. Facility rentals will be reviewed periodically by the District to determine if a renewal will be granted.

Camps and Clinics

The following regulations govern the administration of Youth Camps/Clinics.

A. Youth Camps/Clinics (K-8).

1. Person(s) may be authorized to conduct youth camps. Person(s) approved to conduct youth camps will be considered to be independent contractor(s). The independent contractor shall be required to follow all school district policies and regulations.
2. The rental fee for youth camps will be established at the time of approval for the designated facility space. All camp rental fees must be paid in full to the District by the first day of business following the final day of the camp. Camp directors that do not pay the District for the rental of facilities in a timely manner may not be approved for future rentals.
3. Person(s) authorized to conduct a youth camp shall provide a certificate of insurance for liability in the amount of $1,000,000 and shall name Owasso Public Schools as an additional insured. The certificate of insurance is to be submitted to the Operations Department before the rental occurs.
4. A walkthrough with the Director of Operations and the Camp Director may be required before the camp begins.
5. Upon completion of the camp, the Director will have 5 days to conduct a walkthrough with a designee of the Director of Operations to ensure the facilities are returned as received.
6. All damages to District property during the time of occupancy will be the responsibility of the renting organization. Such damages will be billed based on replacement cost and will be included in the final billing information
7. Facility Rental dates are not allowed 10 days following the completion of school and 15 days prior to the 1st scheduled day of school without prior agreement with the Director of Operations.

Concessions

Concession rights at all school facilities are reserved for this school district. This may be assigned to school organizations upon request or may be contracted by outside Vendors. The right to sell concessions during facility use events may be granted to the organization using the facility by the Superintendent or the Superintendent's designee.

1.56 Workers' Compensation

The School District provides benefits established under the Oklahoma Workers' Compensation Act ("Act") to all School District employees who are injured in on-the-job accidents.

All regular employees who are injured in on-the-job accidents shall receive statutory benefits including medical expenses, temporary compensation and benefits for permanent disability or death as required by the Act.

Accrued and unused personal leave and sick leave benefits shall be paid as allowed by law to the injured employee in addition to workers' compensation benefits for temporary disability if the injured employee should so elect. Attached to this procedure is an appropriate election form which every injured employee will be given as soon as possible after an on-the-job injury. No supplemental payment shall be made until such time as the employee returns the election form to the School District. If the election for supplemental pay is made sick leave shall be used and exhausted before personal leave unless different instructions are directed by the employee, in writing, to the District.

Amended October 2015
Amended October 2014

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1.57 CPR and Heimlich Maneuver Training for School Employees

Training

In accordance with 70 O.S. §1210.l99 the district shall ensure that a minimum of one certified teacher and one noncertified staff member, at each school site, receives training in cardiopulmonary resuscitation (CPR) and the Heimlich maneuver each school fiscal year.

Documentation of Training

Each employee satisfactorily completing training mandated by this policy shall receive a card or other documentation of successful completion of a course in CPR and including the Heimlich maneuver. The District shall also maintain a list of all employees trained pursuant to this policy and the applicable law, including the date of training, the entity or qualified individuals providing training, and the date by which retraining should occur for a trained individual to adequately retain skills acquired through training.

Periodic Renewal of Training

Renewal courses shall be offered at least every two years to employees who have received training through the School District or through alternate sources.

Liability

There is no liability to the district or individual employees for injury or death of a student, teacher, or other person resulting from CPJR or choking incidents; however, neither this policy, nor the applicable Oklahoma law regarding training of school employees, eliminates liability, if any, under the Oklahoma Governmental Tort Claims Act.

Adopted September 2005

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1.58 Employees Charged with Crimes

Pursuant to Section 5-144 of Title 70 of the Oklahoma Statutes in the event it is discovered that a person charged in an Information or Indictment with a felony or violent misdemeanor is a student or employee of a school district or a public school in the state, or an employee working on school property for an entity that provides services to a school district or a public school on school property, the district attorney shall notify the superintendent of the school district of the charges filed against the student or employee.

It shall be the policy of this School District that if such information is ever received by the Superintendent of Schools, he/she will promptly investigate the information and take whatever reasonable actions are deemed appropriate to best protect the interests of the School District and its students.

Upon receipt of such notification from the district attorney, the Superintendent (or designee) shall:

a. Make effort to verify the accuracy of the information through any means accessible;
b. Ascertain whether or not the person or persons reasonable pose any threat to the students and staff of the School District by their employment or presence on school property; and
c. Take any reasonable steps appropriate to ensure the safety of students and staff and protect the interests and goals of the School District including but not limited to dismissal of the employee or whatever measures will reasonable be in the best interest of the School District, its students and staff.

Upon the adoption of this policy, the Superintendent shall send a letter to the district attorney for every county in which the School District operates notifying the district attorney of the obligations under Oklahoma law.

Pursuant to Section 6-101.48 (A) of Title 70 of the Oklahoma Statutes, no person or business having a contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees shall allow any employee to work on school premises if such employee is convicted in this state, the United States or any other state of any felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.

Further, Section 6-101.48 (B) provides that every person or business performing services on the property of a school or school district shall at the time of contracting be required to sign a statement declaring that no employee working on school premises under the authority of such business is currently registered under the provisions of the Oklahoma Sex Offender Registration Act and that the business is not in violation of the provisions of this section.

Pursuant to Section 6-101.48 (A) and (B) of Title 70 of the Oklahoma Statutes, at the time of contracting with a business or entity to perform services on School District property, the Superintendent or designee may require that the business or entity sign the affidavit attached to this policy.

Adopted September 2005

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1.59 Constitution and Citizenship Day

Constitution Day and Citizenship Day shall, in accordance with federal law, be held each year on September 17. The purpose of Constitution Day and Citizenship Day is to commemorate the formation and signing on September 17, 1787, of the United States Constitution and recognize all who, by coming of age or by naturalization, have become citizens.

The District or District school sites shall hold an educational program on the United States Constitution on September 17 of each year for the students served by the District in observation of Constitution Day and Citizenship Day. When September 17 falls on a weekend or holiday, the day shall be observed on a school day just before or after September 17. The manner in which the day shall be commemorated shall be within the superintendent's discretion.

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1.60 District Parent and Family Engagement Policy

The Owasso Public Schools agrees to implement the following statutory requirements:

1. The district will have activities and procedures for the involvement of parents in all of its schools with Title I programs. Those programs, activities and procedures will be planned and operated with meaningful consultation with parents of participating children.
2. The district will work with its schools to ensure that the required parental involvement policies and requirements are met and that the district parent compacts have been provided and a signature is optional.
3. The district and its Title I program schools will provide opportunities for the participation of parents with limited English proficiency, parents with disabilities and parents of migratory children, including providing information and required school reports in an understandable and uniform format and, including alternative formats upon request, and, to the extent practicable, in a language parents understand.
4. If the Title I program school improvement plan is not satisfactory to parents of participating children, the district will submit any parent comments to the State Department of Education (SDE).
5. The district and Title I program school sites will implement programs, activities and procedures in accordance with the following definition:

   Parental involvement means participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities ensuring;

   a) that parents play an integral and meaningful role in assisting their child's learning ;
   b) that parents are encouraged to be actively involved in their child's education at school;
   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.
   d) the carrying out of other activities, such as those described in Section 1118 of the Elementary and Secondary Education Act (ESEA).

Implementation of District Parent and Family Engagement Policy

1. Owasso Public Schools will take the following actions to involve parents in the joint development of the District Parent and Family Engagement Policy:
   a. The Title I Committee (which includes parents) will review the policy at the site level. Suggestions and/or concerns will be communicated to the district Title I Evaluator for possible revisions.
   b. The District Parent and Family Engagement Policy will be reviewed at the District Title I committee meeting.

c. The policy will be posted on the district web site with a link for parents to respond to the district Title I Coordinator regarding suggestions.

2. Owasso Public Schools will take the following actions to involve parents in the process of Title I school review and improvement:
    a. Parents will serve on applicable site and district committees.
    b. District and school report card information and/or access will be distributed to each family.
    c. Parents will receive information to access individual student assessment reports regarding their child's mastery of student achievement mandates.
    d. The district will build an effective communication partnership with the parent regarding their child's school and teacher. This will include qualifications of each teacher, academic initiatives, available programs and federal mandates.
3. The Owasso Public Schools will coordinate and integrate parental involvement strategies with the district Early Childhood Education.
4. OPS will involve parents and family members in the activities of the schools served as Title I, Part A program schools, with the representation of parents and/or family members by the local education agency to adequately represent the needs of the population served by such agency to develop, revise, and to review the parent and family engagement policy annually [ESSA, 1116 (a) (2)].
5. The Owasso Public Schools will build the school's and parent's capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the schools involved, parents, and the community to improve student academic achievement, through the following activities described below:

The district will, with the assistance of its Title I program schools, provide assistance to parents of children served by the school district or school as appropriate, in understanding topics such as the following:

- Oklahoma state academic content standards
- Oklahoma state student academic achievement standards
- Oklahoma state and local academic assessments, including alternative assessments
- Title I, Part A requirements
- How to monitor their child's progress
- How to work with educators

The assistance may be provided through the distribution of monthly newsletters, during scheduled parent conferences, distribution of brochures, and/or district web site.

The district will, with the assistance of its Title I program schools, provide materials and assistance to help parents work with their children to improve their children's academic achievement with various activities and reading support.

Amended June 2024
Amended January 2014
Adopted July 2006

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1.61 Wellness

Purpose

Owasso Public Schools (hereto referred to as the District) is committed to the optimal development of every student. The District believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

This policy outlines the District's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students in the District have access to healthy foods throughout the school day – both through reimbursable school meals and other foods available throughout the school campus– in accordance with federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active before, during and after school;
- Schools engage in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the District in creating continuity between school and other settings for students and staff to practice lifelong healthy habits; and
- The District establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of the policy and its established goals and objectives.

This policy applies to all students, staff and schools in the District. Specific measurable goals and outcomes are identified within each section below.

I. School Wellness Committee

Committee Role and Membership

The District will convene a representative district wellness committee (hereto referred to as the DWC or work within an existing school health committee) that meets at least two times per year meeting once per semester to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this district-level wellness policy (heretofore referred to as "wellness policy").

The DWC membership will represent all school levels (elementary and secondary schools) and include (to the extent possible), but not be limited to: parents and caregivers; students;

representatives of the school nutrition program (e.g., school nutrition director); physical education teachers; health education teachers; school health professionals (e.g., health education teachers, school health services staff [e.g., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], and mental health and social services staff [e.g., school counselors, psychologists, social workers, or psychiatrists]; school administrators (e.g.., superintendent, principal, vice principal), school board members; health professionals (e.g., dietitians, doctors, nurses, dentists); and the general public. When possible, membership will also include Supplemental Nutrition Assistance Program Education coordinators (SNAP-EDEDSNAP-Ed). To the extent possible, the DWC will include representatives from each school building and reflect the diversity of the community.

If you would like to be involved with the Wellness committee, please email Ram.Meals@Owassops.org. Our Child Nutrition team will help connect you with your established building committee as well as provide details on the publicly accessible District Wellness Committee. Community participation is important in helping us promote the health and wellness of our students and community.

Each school within the District will establish an ongoing School Wellness Committee (SWC) that convenes to review school-level issues, in coordination with the DWC.]

Leadership

The Superintendent or designee(s) will convene the DWC and facilitate the development of and updates to the wellness policy, and will ensure each school's compliance with the policy.

The designated official for oversight is the Assistant Superintendent of Teaching and Learning.

The name(s), title(s), and contact information (email address is sufficient) of this/these individual(s) is (are):

Name	**Title / Relationship to the School or District**	**Email address**	**Role on Committee**
Bryce Wood	Child Nutrition Specialist	bryce.wood@owassops.org	Meeting Coordinator Contributor
Haley Schlepp	Nurse	haley.schlepp@owassops.org	Contributor
Jerry Peaker	Secondary PE	jerry.peaker@owassops.org	Contributor
Kristen Knowles	Elementary y PE	kristen.knowles@owassops.org	Contributor

Each school will designate a school wellness policy coordinator, who will ensure compliance with the policy. Refer to Owassops.org for a list of school-level wellness policy coordinators.

II. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement

Implementation Plan

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions and timelines specific to each school; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness. It is recommended that the school use the *Healthy Schools Program online tools* to complete a school-level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation and generate an annual progress report.

This wellness policy and the progress reports can be found at: *owassops.org*

Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at the Child Nutrition Office. Documentation maintained in this location will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating that the policy has been made available to the public;
- Documentation of efforts to review and update the Local Schools Wellness Policy; including an indication of who is involved in the update and methods the district uses to make stakeholders aware of their ability to participate on the DWC;
- Documentation to demonstrate compliance with the annual public notification requirements;
- The most recent assessment on the implementation of the local school wellness policy;
- Documentation demonstrating the most recent assessment on the implementation of the Local School Wellness Policy has been made available to the public.

Annual Notification of Policy

The District will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy and implementation status. The District will make this information available via the district website and/or district-wide communications. The District will provide as much information as possible about the school nutrition environment. This will include a summary of the District's and/or school events or activities related to wellness policy implementation. Annually, the District will also publicize the name and contact information

of the District Leaders leading and coordinating committee, as well as information on how the public can get involved with the school wellness committee.

Triennial Progress Assessments

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy;
- The extent to which the District's wellness policy compares to the Alliance for a Healthier Generation's model wellness policy; and
- A description of the progress made in attaining the goals of the District's wellness policy.

The position/person responsible for managing the triennial assessment and contact information is Director of Child Nutrition.

The DWC, in collaboration with individual schools, will monitor schools' compliance with this wellness policy.

The District will actively notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy

The DWC will update or modify the wellness policy based on the results of the annual School Health Index and triennial assessments and/or as District priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. **The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.**

Community Involvement, Outreach and Communications

The District is committed to being responsive to community input, which begins with awareness of the wellness policy. The District will actively communicate ways in which representatives of DWC and others can participate in the development, implementation and periodic review and update of the wellness policy through a variety of means appropriate for that district. The District will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The District will use electronic mechanisms, such as email or displaying notices on the district's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The District will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the district and individual schools are communicating important school information with parents.

The District will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. The District will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

III. Nutrition

School Meals

Our school district is committed to serving healthy meals to children, high in fiber, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; that are low in sodium, sugar and saturated fat, and have zero grams' *trans*-fat per serving (nutrition label or manufacturer's specification); and to meet the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns and support healthy choices while accommodating cultural food preferences and special dietary needs.

All schools within the District participate in USDA child nutrition programs, including the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). The District also operates additional nutrition-related programs and activities including Healthy High School Challenge and Future Chefs. All schools within the District are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant and supervised settings;
- Meet or exceed current nutrition requirements and portion sizes established by local, state, and Federal statutes and regulations. (The District offers reimbursable school meals that meet USDA nutrition standards.)
- Students are encouraged to start the day with a healthy breakfast. Breakfast is available to all students at every school site daily.
- Daily fruit options are displayed in a location in the line of sight and reach of students.
- A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
- Menus and nutritional information is available on the district website, in the cafeterias, and through a web based menu site.
- Menus will be created and all meals reviewed by a Registered Dietitian or other certified nutrition professional.
- School meals are administered by a team of child nutrition professionals
- The District child nutrition program will accommodate students with special dietary needs
- Students are served lunch at a reasonable and appropriate time of day.

- Applications for reimbursable meal programs to families will be available on the district website at the start of the school year and throughout the year. Families will also receive applications through electronic methods as well as US Mail. The district will distribute materials to inform families of the availability and location of free Summer Food Service Program meals for students when school is not in session.
- The District will promote activities to involve students and parents in the lunch program.
- The district will allow students at least 10 minutes to eat breakfast and 20 minutes to eat lunch from the time they are seated and/or provide sufficient lunch periods that are long enough to give all students (K-12) adequate time to be served and eat their lunches.
- Promote healthy food and beverage choices using at least ten of the following marketing and merchandising techniques:
  - Whole fruit options are displayed in attractive bowls or baskets (instead of chafing dishes or hotel pans) at the secondary level.
  - Sliced or cut fruit is available daily.
  - All available vegetable options have been given creative or descriptive names.
  - Daily vegetable options are bundled into all grab-and-go meals available to students.
  - All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
  - White milk served in accordance with USDA regulations.
  - Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
  - Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.
  - Daily announcements are used to promote and market menu options.
  - Participation in Federal child nutrition programs will be promoted among students and families to help ensure that families know what programs are available in their children's school.
  - Materials will be distributed to inform families of the availability and location of free Summer Food Service Program meals for students when school is not in session.
  - The District will also offer breakfast using alternate meal service options such as Breakfast in the Classroom, Second Chance Breakfast, Breakfast at the Bell, and/or Grab and Go Breakfast carts in the hallway as applicable to each site.

Staff Qualifications and Professional Development

All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the *USDA professional standards for child nutrition professionals*. These school nutrition personnel will refer to USDA's Professional Standards for School Nutrition Standards website to search for training that meets their learning needs.

Amended August 2026
Amended November 2025
Amended March 2025
Amended October 2023
Amended October 2022
Amended November 2021
Amended December 2019
Amended August 2015
Adopted August 2006
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Water

To promote hydration, free, safe, unflavored drinking water will be available to all students without restriction throughout the school day* and throughout every school campus* ("school campus" and "school day" are defined in the glossary). The District will make drinking water available where school meals are served during mealtimes.

- Water cups/jugs will be available in the cafeteria if a drinking fountain is not present.
- All water sources and containers will be maintained on a regular basis to ensure good hygiene and health safety standards. Such sources and containers may include drinking fountains, water jugs, hydration stations, water jets and other methods for delivering drinking water.
- Students will be allowed to bring and carry (approved) water bottles filled with only water with them throughout the day.
- Bottle fillers available at every site.

Competitive Foods and Beverages

The District is committed to ensuring that all foods and beverages available to students on the school campus* during the school day* support healthy eating. The foods and beverages sold and served outside of the school meal programs (e.g., "competitive" foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits. A summary of the standards and information, as well as a Guide to Smart Snacks in Schools are available at: http://www.fns.usda.gov/school-meals/tools-schools-smart-snacks. The Alliance for a Healthier Generation provides a set of tools to assist with implementation of Smart Snacks available at http://www.healthiergeneration.org/.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable school meal programs that are *sold* to students on the school campus during the school day and ideally, the extended school day, will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts. Only fundraisers that feature non-food items or foods and beverages that meet Smart Snack standards will be permitted.

In accordance with Oklahoma State Department of Education guidelines Owasso Public Schools allows up to 30 exempt fundraisers per semester/per site for the sale of non-Smart Snack compliant foods such as (but not limited to) bake sales, Blue & Gold sausage, and cookie dough.

Celebrations and Rewards

All foods *offered* on the school campus will meet or exceed the USDA Smart Snacks in School nutrition standards including:

1. Celebrations and parties. During the year there will be only two school-wide parties, Winter Holiday and Valentine's Day. Any refreshments brought to school for these parties must be store-bought. Parents may not bring birthday treats for the class. The district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas. Healthy party ideas are available from the Alliance for a Healthier Generation and from the USDA.

2. Classroom snacks brought by parents. The District will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.

3. Rewards and incentives. The District will provide teachers and other relevant school staff a list of alternative ways to reward children. Food and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus* during the school day*. The District will make available to parents and teachers a list of healthy fundraising ideas [*examples from the Alliance for a Healthier Generation and the USDA*].

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff, teachers, parents, students and the community.

The District will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten or more evidence-based healthy food promotion techniques through the school meal programs using marketing and merchandising techniques; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in School nutrition standards. Additional promotion techniques that the District and individual schools may use are available at http://www.healthiergeneration.org/.
- The District will promote healthy nutrition choices through exhibiting posters, signs, or other displays on the school campus.

Nutrition Education

The District will teach, model, encourage and support healthy eating by all students. Schools will provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences and elective subjects;
- Includes enjoyable, developmentally-appropriate, culturally-relevant and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and school gardens;
- Promotes fruits, vegetables, whole-grain products, low-fat and fat-free dairy products and healthy food preparation methods;
- Emphasizes caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Highlights what it means to eat healthfully, consume proper nutrients, and maintain a wholesome and balanced diet.
- Links with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods and nutrition-related community services;
- Teaches media literacy with an emphasis on food and beverage marketing; and
- Includes nutrition education training for teachers and other staff.

Essential Healthy Eating Topics in Health Education

The District will comply and support state learning objectives and standards, including those related to the Oklahoma Academic Standards for Health. The district will make available to students, their families, staff and the community, health education curriculum with a minimum of 6 of the following essential topics on healthy eating:

- Relationship between healthy eating and personal health and disease prevention
- Food guidance from MyPlate
- Reading and using FDA's nutrition fact labels
- Eating a variety of foods every day
- Balancing food intake and physical activity
- Eating more fruits, vegetables and whole grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain *trans* fat
- Choosing foods and beverages with little added sugars
- Eating more calcium-rich foods
- Preparing healthy meals and snacks
- Risks of unhealthy weight control practices
- Accepting body size differences

- Food safety
- Importance of water consumption
- Importance of eating breakfast
- Making healthy choices when eating at restaurants
- Eating disorders
- The Dietary Guidelines for Americans
- Reducing sodium intake
- Social influences on healthy eating, including media, family, peers and culture
- How to find valid information or services related to nutrition and dietary behavior
- How to develop a plan and track progress toward achieving a personal goal to eat healthfully
- Resisting peer pressure related to unhealthy dietary behavior
- Influencing, supporting, or advocating for others' healthy dietary behavior

Food and Beverage Marketing in Schools

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The District strives to teach students how to make informed choices about nutrition, health and physical activity. These efforts will be weakened if students are subjected to advertising on District property that contains messages inconsistent with the health information the District is imparting through nutrition education and health promotion efforts. It is the intent of the District to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the District's wellness policy.

Any foods and beverages marketed or promoted to students on the school campus* during the school day* will meet or exceed the USDA Smart Snacks in School nutrition standards, such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

Food and beverage marketing is defined as advertising and other promotions in schools. Food and beverage marketing often includes an oral, written, or graphic statements made for promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.[1] This term includes, but is not limited to the following:

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors

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- Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is in financially possible over time so that items are in compliance with the marketing policy.)
- Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by the District.
- Advertisements in school publications or school mailings.
- Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

As the District/school nutrition services/Athletics Department/PTA/PTO reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by the District wellness policy.

IV. Physical Activity

Children and adolescents should participate in at least 60 minutes of physical activity every day. A substantial percentage of students' physical activity can be provided through a comprehensive school physical activity program (CSPAP). A CSPAP reflects strong coordination and synergy across all of the components: quality physical education as the foundation; physical activity before, during and after school; staff involvement and family and community engagement and the district is committed to providing these opportunities. Schools will ensure that these varied physical activity opportunities are in addition to, and not as a substitute for, physical education (addressed in "Physical Education" subsection). All schools in the district will be encouraged to successfully address all CSPAP areas.

Physical activity during the school day (including but not limited to recess, classroom physical activity breaks or physical education) **will not be withheld** as punishment for any reason (*"This does not include participation on sports teams that have specific academic requirements*). Teachers and other school personnel **will not** use physical activity (e.g., running laps, push-ups) as punishment. The district will provide teachers and other school staff with a list of ideas for alternative ways to discipline students.

To the extent practicable, the District will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The District will conduct necessary inspections and repairs.

Physical Education

The District will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as

incorporate essential health education concepts (discussed in the "*Essential Physical Activity Topics in Health Education*" subsection). The curriculum will support the essential components of physical education.

All students will be provided an equal opportunity to participate in physical education classes. The District will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

All District **elementary students** in each grade will receive physical education in combination with recess for an average of 120 minutes per week throughout the school year.

All District **secondary students** (middle and high school, grades 6-12) are strongly encouraged to take the equivalent of one academic year of physical education.

The District physical education program will promote student physical fitness through individualized fitness and activity assessments and will use criterion-based reporting for each student.

- Students will engage in moderate to vigorous activity for more than 50% of class time in physical education class.
- During physical education classes, students will be given the opportunity to participate in many types of physical activity, including both cooperative and competitive games.
- When possible physical education classes will have a student/teacher ratio comparable to core subject classroom size
- All physical education classes in the district are taught by licensed teachers.

Essential Physical Activity Topics in Health Education

Health education will be required in all grades (elementary) and the district will require middle and high school students to take and pass at least one health education course. The District will include in the health education curriculum a minimum of 12 the following essential topics on physical activity:

- The physical, psychological, or social benefits of physical activity
- How physical activity can contribute to a healthy weight
- How physical activity can contribute to the academic learning process
- How an inactive lifestyle contributes to chronic disease
- Health-related fitness, that is, cardiovascular endurance, muscular endurance, muscular strength, flexibility, and body composition
- Differences between physical activity, exercise and fitness
- Phases of an exercise session, that is, warm up, workout and cool down
- Overcoming barriers to physical activity
- Decreasing sedentary activities, such as TV watching

- Opportunities for physical activity in the community
- Preventing injury during physical activity
- Weather-related safety, for example, avoiding heat stroke, hypothermia and sunburn while being physically active
- How much physical activity is enough, that is, determining frequency, intensity, time and type of physical activity
- Developing an individualized physical activity and fitness plan
- Monitoring progress toward reaching goals in an individualized physical activity plan
- Dangers of using performance-enhancing drugs, such as steroids
- Social influences on physical activity, including media, family, peers and culture
- How to find valid information or services related to physical activity and fitness
- How to influence, support, or advocate for others to engage in physical activity
- How to resist peer pressure that discourages physical activity

Recess (Elementary)

All elementary schools will offer at least **40 minutes of recess** on all days during the school year (*This policy may be waived on early dismissal or late arrival days*). If recess is offered before lunch, schools will have appropriate hand-washing facilities and/or hand-sanitizing mechanisms located just inside/outside the cafeteria to ensure proper hygiene prior to eating and students are required to use these mechanisms before eating. Hand-washing, as well as time to put away coats/hats/gloves, will be built into the recess transition period/time frame before students enter the cafeteria.

Outdoor recess will be offered when weather is feasible for outdoor play.

In the event that the school or district must conduct **indoor recess,** teachers and staff will develop and follow the indoor recess guidelines that promote physical activity for students, to the extent practicable.

Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.

In order to increase food consumption, reduce waste and improve classroom attentiveness recess will be held before lunch when possible.

Classroom Physical Activity Breaks (Elementary and Secondary)

The District recognizes that students are more attentive and ready to learn if provided with periodic breaks when they can be physically active or stretch. Thus, students will be offered **periodic opportunities** to be active or to stretch throughout the day. The District recommends teachers provide to all students short (3-5-minute) physical activity breaks throughout the day to stretch, move around and break up their time spent sitting. These physical activities may take

place during and/or between classroom times. These physical activity breaks will complement, not substitute, for physical education class, recess, and class transition periods.

Schools will allow teachers the opportunity to participate in or lead physical activities throughout the school day.

Active Academics

Teachers will incorporate movement and kinesthetic learning approaches into "core" subject instruction when possible (e.g., science, math, language arts, social studies and others) and do their part to limit sedentary behavior during the school day.

The District will support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects by providing annual professional development opportunities and resources, including information on leading activities, activity options, as well as making available background material on the connections between learning and movement.

Teachers will serve as role models by being physically active alongside the students whenever feasible.

Before and After School Activities

The District offers opportunities for students to participate in physical activity either before and/or after the school day (or both) through a variety of methods. The District will encourage students to be physically active before and after school by: FOR Sports, Running Club, Secondary Band and Athletics.

Active Transport

The District will support active transport to and from school, such as walking or biking. The District will encourage this behavior by engaging in *six or more* of the activities below; including but not limited to:

- Promote activities such as International Walk to School Week, National Walk and Bike to School Week
- Secure storage facilities for bicycles and helmets (e.g., shed, cage, fenced area, bike racks)
- Instruction on walking/bicycling safety provided to students
- Promote safe routes program to students, staff, and parents via newsletters, websites, local newspaper and encourage parents to supervise groups of children who walk or bike to and from school.
- Use crossing guards
- Use crosswalks on streets leading to schools
- District will work with local officials to designate safe or preferred routes to school.

V. Other Activities that Promote Student Wellness

The District will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The District will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

Schools in the District are encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by either the school or the District's curriculum experts.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complimentary of the wellness policy, including but not limited to ensuring the involvement of the DWC/SWC.

All school-sponsored events will adhere to the wellness policy guidelines. All school-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

Community Partnerships

The District will continue relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this wellness policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the wellness policy and its goals.

Community Health Promotion and Family Engagement

The District will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

As described in the "Community Involvement, Outreach, and Communications" subsection, the District will use electronic mechanisms (e.g., email or displaying notices on the district's website), as well as non-electronic mechanisms, (e.g., newsletters, presentations to parents or sending information home to parents), to ensure that all families are actively notified of opportunities to participate in school-sponsored activities and receive information about health promotion efforts.

Staff Wellness and Health Promotion

The district recognizes that employee health is essential to student health and creating healthy school environments. Accordingly, the district will implement an employee wellness program that promotes healthy eating. The District may partner with community agencies and organizations (e.g. local health departments, hospitals, health insurance companies, and local chapters of national organizations). The district may partner with community agencies and organizations to assist in providing education services and resources for staff.

Professional Learning

When feasible, the District will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help the District staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

Child Nutrition staff will receive training on basic nutrition, nutrition education, safe food preparation, and nutrition standards for healthy meals and snacks. In addition, the Child Nutrition staff will organize and participate in educational activities that support healthy eating behaviors and food safety.

Glossary:

Extended School Day
The time during, before and after school that includes activities such as clubs, intramural sports, band and choir practice, drama rehearsals and more.

School Campus
Areas that are owned or leased by the school and used at any time for school-related activities, including on the outside of the school building, school buses or other vehicles used to transport students, athletic fields and stadiums (e.g., on scoreboards, coolers, cups, and water bottles), or parking lots.

School Day
The period of time between midnight the night before to 30 minutes after the end of the instructional day.

Competitive Foods and Beverages
Foods and beverages that are sold on campus outside of federal reimbursable school meals program during the school day (e.g., in vending machines or school stores)

Smart Snack Standards
Nutrition standards, issued by the USDA, that set limits on the amount of calories, salt, sugar, and fat in competitive foods and beverages

Triennial
Recurring every three years.

1.62 Naming/Renaming of District Facilities

The Owasso Board of Education shall maintain consistent procedures in the naming of a new school facility and/or renaming of an existing facility. A new facility will be named after the site has been selected and plans for construction approved, or if any existing building is purchased. A facility currently owned by the district may be considered for naming or renaming if the facility will be changing the student population it houses or the function it serves; a petition is received requesting a name change; or the administration, staff, or the Board of Education requests a name change. A school which has been closed may retain its original name as long as the facility is utilized for instructional purposes by the district or the original name may transfer to the new instructional site built to replace the original facility. The Board of Education shall have the flexibility to evaluate the significance of petitions and /or requests received concerning a name change. The Board of Education will appoint advisory ad hoc naming committees as needed. The president of the Board of Education will select a chairperson from one of the naming committee members listed for each area. The chairperson will be responsible for establishing meetings and presenting a recommendation for naming/renaming to the Board of Education. Contractual agreements relative to the naming/renaming of any future district facility negotiated prior to the adoption of this policy will be honored.

Elementary Facilities Naming Committee

A. One school administrator appointed by the Superintendent;
B. One patron from elementary school level or from school affected appointed by the principal;
C. One Board of Education member appointed by the Board (non-voting);
D. One teacher from elementary school level or from school affected selected by elementary district teachers of the year or elementary instructional staff from school affected;
E. One support person from elementary school level or from school affected appointed by the principal or selected by support staff from affected school;
F. One student from elementary school level or from school affected appointed by the principal.

Secondary Facilities Naming Committee

A. One school administrator appointed by the Superintendent;
B. One patron from secondary school level or from school affected appointed by the principal;
C. One Board of Education member appointed by the Board (non-voting);
D. One teacher from secondary school level or from school affected selected by secondary district teachers of the year or secondary instructional staff from school affected;
E. One support person from secondary school level or from school affected, appointed by the principal or selected by support staff from affected school;

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F. One student from secondary school level appointed by a student council from school level affected.

Other Facilities Naming Committee

A. One school administrator appointed by the Superintendent;
B. One Board of Education member appointed by the Board (non-voting).
C. One to two staff members appropriate for the facility considered for naming;
D. Others as determined appropriate by the Superintendent.

Renaming Facilities

A public announcement of the Board of Education's consideration to rename a facility will be made by the Board of Education at a regular Board of Education meeting. The Board of Education will establish a committee for the purpose of renaming a facility composed of appropriate committee structures stated in this policy.

Naming/Renaming of District Facilities Criteria

A. Schools may be named in honor or memory of a person, family, group, or organization having rendered outstanding or significant service/s or donations to the Owasso Public Schools, the community, the State, and/or the country; according to their function; or by a geographical or otherwise appropriate identifying location (e.g., Owasso Sixth Grade Center);
B. Other district facilities or those used routinely for a specialized or multiple-purpose criteria may be named according to criteria decided by the Other Facilities Naming Committee appointed by the Board of Education;
C. Areas within or around district facilities may be named with the approval of the Board of Education based on a recommendation from the Superintendent.

Adopted August 2008

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1.63 Restrictions on Presence of Sex Offenders on District Premises

Because a safe learning environment promotes academic and social growth, the district desires to protect students at school from those who might expose students to inappropriate acts of a sexual nature. Those required to register with the state as sex offenders have committed acts totally incompatible with a safe learning environment. Accordingly, registered sex offenders are prohibited from being on any district property or attending district-sponsored activities at all times, and administrators are authorized to direct such offenders off district property and to notify law enforcement for noncompliance with that directive.

Limited Exception for Parent/Guardian

If the registered sex offender is the custodial parent or legal guardian of a child who is enrolled at the district, the registered sex offender may only enter district grounds to:

- enroll their child, after prior notice to the site principal
- deliver or retrieve their child during normal school hours
- deliver or retrieve their child from a district-sponsored extracurricular activity

If the person desires to enter a District school for a matter concerning his or her enrolled child that is not covered by the legal exemption, he or she must first confer with the building principal. Some examples might be to review records, to attend a parent-teacher conference or to attend an IEP team meeting for the child. The building principal will attempt to work with the person to provide the desired information at a non-school site, via telephone or through some other medium.

Any person who violates the policy may be barred from all District property. Violators may also be subject to criminal penalties.

Amended November 2015

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1.65 Continuing Education for School Board Members

Instruction for New and Incumbent Board Members

Except as provided below, at the time a school district elector files a notification and declaration of candidacy for the office of board of education membership, the elector or appointee shall agree and pledge in writing that, upon election or appointment as a member of the board, he or she will attend a two-day workshop to be held by the State Department of Education or, upon approval of the State Board of Education, attend 12 hours of other workshops held by another organization or association representing Oklahoma school district boards of education, for study and instruction concerning school finance, the Oklahoma School Code and related laws, and the ethics, duties and responsibilities of board of education members. If elected or appointed, they must complete the workshops within 15 months following or preceding his or her election. Training is required to be earned within fifteen months of election or appointment.

When an incumbent board member files a notification and declaration of candidacy for reelection to the board of education, the incumbent shall not be required to comply with the statutory requirement described above if the incumbent produces a certificate of completion showing that he or she has completed the workshop described above. However, the member will be required to agree and pledge in writing that, upon reelection, he or she will attend a six-hour workshop emphasizing changes in school law, within 15 months following his or her election.

Any member of a district board of education or any individual elected, certified as the elected member by the county election board, but not sworn in and seated as a member of a district board of education at the time of a workshop, class or seminar presented by the State Board of Education, the Oklahoma Department of Career and Technology Education, or an organization or association representing district boards of education within the state who attends and successfully completes a workshop, class or seminar as required by subsection A or B of this section shall be reimbursed by the school district in accordance with the travel reimbursement of the district.

Continuing Educational Requirements

In addition to the workshop requirements described above, every member of the board shall be required to attend a minimum of 15 hours of continuing education during any full term of office of the member. The continuing education courses, local and state workshops, seminars, conferences and conventions that will satisfy these requirements will be held within the state and will be approved jointly by the State Department of Education and the State Department of Career and Technology Education. Failure by a board member to satisfy the continuing education requirements of this section shall result in the ineligibility of the member to run for reelection to the board of education. Any member of the board who attends and completes a course that satisfies in part or in full the requirements of this policy shall be reimbursed by the district for expenses incurred. This paragraph shall not apply to those school board members who filed for reelection prior to July 1, 1991.

Amended April 2019
Amended October 2018
Adopted September 2012

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Failure to Meet the Educational Requirements

Upon receiving any notice by the State Board of Education that a board member has not completed their instructional or continuing education requires, both the board member and the superintendent shall alert the board to such default.

Upon determining that a school board member did not complete the continuing education requirements of Sections 5-110 or 5-110.1 within the respective period of time, the Board shall immediately notify by certified mail the school board member and the school district superintendent and inform the member of the violation of the continuing education requirements. The school board member shall have sixty (60) days after the date of receipt of the certified notice to complete the requirements. If the school board member does not complete the requirements by the end of the sixty-day period, the school district board of education is required to declare the seat of the member vacant.

Reference: 70 Okla. Stat. §5-110, 70 Okla. Stat. §5-110.1, 70 Okla. Stat. §5-101.2

1.66 Safety Drills

The board of education has appointed a committee composed of the superintendent and other designated personnel for the purpose of developing and maintaining the district's emergency plans. A crisis plan will be developed by local officials and the Safe School Committee to provide guidance for those responsible for the safety of students and property.

A minimum of 10 safety drill activities per year will be planned and implemented by the superintendent, the fire marshal, or other civil authorities; to ensure orderly movement of students to the safest available space(s) should an emergency occur. Whenever drills occur, all individuals on campus will fully participate in the drills. The following drills will be conducted each school year:

- Security (4 drills per year at different times of day; 1 drill within the first 15 days of the start of each semester and 1 other drill per semester)
- Fire (1 drill within the first 15 days of the start of each semester)
- Tornado (1 drill in September and 1 drill in March)
- Other drills such as security, fire, tornado, terrorism, suicide, weapons, etc. (2 drills per year)

The superintendent will maintain communication with other community agencies in order to share information on preparedness and planned procedures. It is the responsibility of the superintendent to ensure that the schools work in cooperation with these other agencies during such emergencies. Building principals are responsible for documenting each of the safety drills which are conducted and filing a copy of the documentation at the school site, with the district's administrative office, and with the Oklahoma School Security Institute.

Emergency preparedness will be discussed with teachers and students at least once per semester or as deemed necessary by the building administration. Each classroom shall post a copy of rules, evacuation signals, evacuation routes and emergency procedures. Teachers will discuss these procedures with each class using the room during the first day(s) of the school year.

All teachers and staff members shall make themselves familiar with safety procedures. During an actual emergency or a safety drill, teachers are responsible for following all procedures, including ensuring that doors and windows are closed appropriately, electrical circuits and gas jets are turned off, order is maintained, and all students are either accounted for or promptly reported missing to the building principal.

In the case of building evacuations, all meeting areas will be at least 50 feet away from buildings and driveways.

Reference: OAC 210:35-13-115, OKLA. STAT. tit. 70 § 5-149

Amended November 2016
Adopted September 2013

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1.67 Comparability of Services

Owasso Public Schools has established and implemented a procedure to:

A. Utilize a local education district-wide salary schedule;
B. Ensure equivalence (pupil/teacher/administrative/support ratio) within all schools; and
C. Distribute funds on a per child basis for the purchase of curriculum materials and instructional supplies.

Adopted December 2013

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1.68 Federal Programs Complaints

The district receives federal funds and the board has established this policy to help ensure compliance with Federal Grant requirements. Any student, parent, community member or employee who believes the district has violated any regulation connected with the expenditure of federal funds should notify the district using the process outlined in this policy. This policy specifically covers, but is not limited to, complaints related to the following issues:

- Use of Title I funds
- Flexible Learning Program
- Parental involvement
- Private school access to federal funds
- Homeless student enrollment, transportation and barriers to education
- Teacher and principal training and recruiting
- Math and science partnerships
- Enhancing education with technology
- English language acquisition
- Safe and drug free schools
- Community learning centers
- Innovative programs
- Small, rural, and/or low-income school programs

Definitions

Grievance Coordinator:

The person designated to process complaints, moderate and keep records during hearings. The grievance coordinator is:

Angela Parks, Title I Evaluator / Elementary Coordinator
Owasso Public Schools
1501 N. Ash Street
Owasso, OK 74055

Grievant:

The person making the complaint.

Respondent:

The person alleged to be responsible for the improper activity contained 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.

Day:

Day means a working day when the district's main administrative offices are open. The calculation of days shall *exclude* Saturdays, Sundays and legal holidays.

Procedural Steps

Step 1:

Address the problem informally. Prior to filing a written complaint, individuals are encouraged to visit with the responsible party or a school administrator and make reasonable efforts to resolve the problem. School employees are required to participate in this process.

Step 2:

If the problem was not resolved informally, or if a parent, student or patron believes informal resolution is not advisable, the grievant may submit a complaint to the grievance coordinator on the attached form. The form must contain all the requested information.

The grievance coordinator will conduct an impartial investigation within ten (10) days of receipt of the complaint (or as soon as reasonably possible given the circumstances, but not more than thirty (30) days). The investigation will include, but not be limited to, interviewing the grievant, respondent, and witnesses, and reviewing relevant documents. The grievance coordinator will specifically ask the respondent to confirm or deny facts, accept or reject the grievant's requested action, and outline alternatives.

After the investigation, the grievance coordinator will prepare a written decision regarding the results of the investigation. The decision will be mailed to the grievant, respondent, and superintendent within five (5) days of the conclusion of the investigation.

Step 3:

If either the grievant or respondent are dissatisfied with the step 2 decision, he or she may appeal. The grievance coordinator must receive a written notice of appeal within five (5) days of the appealing party's receipt of the step 2 decision or the matter is deemed resolved. The appeal notice must include a specific statement explaining the basis for the appeal.

Within five (5) days of receipt of a timely appeal, the grievance coordinator will refer the matter to the superintendent (or other impartial individual if the superintendent is the respondent).

The superintendent (or other impartial individual if the superintendent is the respondent) will conduct a hearing within ten (10) days of his/her receipt of the appeal. The grievant, respondent and grievance coordinator will all be invited to attend the appeal hearing, and relevant employees are required to participate in this process.

At the hearing, the superintendent (or other impartial individual if the superintendent is the respondent) will review the information collected through the investigation and may ask for additional oral or written evidence from the parties and any other individual he/she deems relevant. The grievance coordinator will make arrangements to audiotape any oral evidence presented.

After the investigation, the superintendent (or other impartial individual if the superintendent is the respondent) will prepare a written decision regarding his/her findings. The decision will be mailed to the grievant, respondent, and grievance coordinator within five (5) days of the conclusion of the appeal hearing.

Step 4:

If either the grievant or respondent are dissatisfied with the step 3 decision, he or she may appeal. The grievance coordinator must receive a written notice of appeal within five (5) days of the appealing party's receipt of the step 3 decision or the matter is deemed resolved. The appeal notice must include a specific statement explaining the basis for the appeal.

Within five (5) days of receipt of a timely appeal, the grievance coordinator will notify the board of education clerk. The board will conduct a hearing within thirty (30) days of the clerk's receipt of the appeal. The grievant, respondent and grievance coordinator will all be invited to attend the appeal hearing, and relevant employees are required to participate in this process.

At the hearing, the board may ask for oral and written evidence to be presented by both parties. The board clerk will make arrangements to audiotape any oral evidence presented.

After the hearing, the board clerk will prepare a written decision regarding the board's findings. The decision will be mailed to the grievant, respondent, and grievance coordinator, and general counsel of the Oklahoma State Department of Education within five (5) days of the conclusion of the appeal hearing. The board's decision may be appealed by submitting a request to the Oklahoma State Department of Education's general counsel within thirty-five (35) days of the board hearing.

General Provisions

Extension of time:

Any time limits set by these procedures may be extended by mutual consent of the parties involved, although the total number of days from the date the complaint is filed until the board of education issues a final decision shall not exceed one hundred twenty (120) days.

Confidentiality of Records:

Complaint records will remain confidential, to the extent allowed by law, unless permission is given by the parties involved to release such information. All complaint records will be kept separate from any other records of the district. No complaint record shall be entered in any personnel file unless adverse employment action is taken against an employee. Complaint records shall be maintained on file for three years after complaint resolution.

Representation:

The grievant and the respondent may have a representative assist them through the grievance process and accompany them to any hearing.

Retaliation:

The district prohibits retaliation, intimidation, threats, or coercion related to any aspect of the grievance process, including but not limited to: making a complaint, testifying, assisting, appealing, or participating in any other proceeding or hearing. The district will take steps to prevent retaliation. These steps include notifying students and employees that they are protected from retaliation, making sure grievants know how to report future problems and making follow-up inquiries to see if there have been any new incidents. If retaliation occurs, the district will take strong responsive action.

Basis of Decision:

At each step in the grievance procedure, the decision maker will take or recommend appropriate measures based on the facts taken as a whole, as revealed by the investigation and hearing, and the totality of the circumstances, such as the nature, extent, context and gravity of the activities or incidents.

1.69 Parents Rights and Public Education in Oklahoma

Topic/Citation	Description
Oklahoma Parent Bill of Rights 25 O.S. § 2002	● Parent bill of rights which reserves specific rights to parents including the right to direct the education of the minor child and all rights of parents identified in Title 70 of the Oklahoma Statutes, including: ○ the right to access and review all school records relating to the minor child; ○ the right to direct the upbringing of the minor child; ○ the right to direct the moral or religious training of the minor child; ○ the right to make healthcare decisions for the minor child, unless otherwise prohibited by law; ○ the right to access and review all medical records of the minor child unless otherwise prohibited by law or the parent is the subject of an investigation of a crime committed against the minor child and a law enforcement official requests that the information not be released; ○ the right to consent in writing before a biometric scan of the minor child is made, shared or stored; ○ the right to consent in writing before any record of the minor child's blood or deoxyribonucleic acid (DNA) is created, stored or shared, except as required by Sections 1- 516 and 1-524.1 of Title 63 of the Oklahoma Statutes, or unless authorized pursuant to a court order; ○ the right to consent in writing before the state or any of its political subdivisions makes a video or voice recording of the minor child, unless for a purpose related to a legitimate academic or extracurricular activity, a purpose related to regular classroom instruction, security or surveillance of buildings or grounds, and photo identification cards; ○ the right to be notified promptly if it is suspected that a criminal offense has been committed against the minor child by someone other than a parent. ● The law also states that any attempt to encourage or coerce a minor child to withhold information from the child's parent shall be grounds for discipline of an employee of this state, any political subdivision of this state or any other governmental entity, except for law enforcement personnel.

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Student Transfers 70 O.S. Sec. 8-101.2	● Parents have a right to request transfer of students and appeal a denial of the request to the local board and the state board of education.
Student Grade Retention 70 O.S. § 24-114.1	● Parent has a right to appeal an educator's determination that a student should be retained at their present grade level.
Graduation Requirements 70 O.S. § 11-103.6	● Parent may opt student out of college/preparatory/work ready curriculum and instead choose the core curriculum.
Parent Engagement 25 O.S. § 2003	● The board of education of a school district, in consultation with parents, teachers and administrators, shall develop and adopt a policy to promote the involvement of parents and guardians of children enrolled in the schools within the school district including areas such as: ○ homework, ○ the review of coursework and instructional materials, ○ a procedure by which a parent may object to coursework or instructional materials and may withdraw their student from using such materials including areas such as beliefs or practices in sex, morality or religion; ○ procedures by which parents may learn about the nature and purpose of clubs and activities that are part of the school curriculum, as well as extracurricular clubs and activities that have been approved by the school; ○ notification of a parent's rights to withdraw their student from various curriculum.
Parent Engagement OAC 210: 35-13-44 OAC 210: 35-3-69	● Regarding instructional delivery in progress in Career Tech and public schools: ○ parents shall be informed regularly of student progress; ○ parents shall be given handbook and the behavior code developed with parents; ● parents should have the opportunity for parent involvement.
Parent Engagement 210: 35-31-3	● Local plan of educational services in partial hospital programs and treatment programs shall include parent collaboration.

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Parent Engagement Student Discipline 70 O.S. 24-100.4	• Parental involvement in development of student discipline policies. • Parental notification student discipline policies. • Timely notification to parents of victims of documented and verified bullying and to parents of the perpetrator.
Parent Engagement 70 O.S. 24-100.5	• Parents should be included in the Safe Schools Committee.
Parent Engagement OAC 210:15-34-13	• Parents shall receive student progress reports for students enrolled in supplemental online courses.
Parent Engagement 70 O.S. 1210.308	• Local advisory committee on education for gifted and talented children shall include parents of such children.
Parent Engagement	• Parental involvement is a critical piece of the Title I provisions of the federal Elementary and Secondary Education Act. • Most school districts receiving Title I funds are required to spend at least 1% of its Title I funds on training/education program for parents.
Instructional Materials Okla. Const. Art 13, § 6 70 O.S. § 16-101 *et seq.*	• Textbooks are selected from a list prepared by a state committee whose members are appointed by the Governor. • School districts must choose from the list of approved texts. • Includes a comprehensive review process at the state level. • Committee must conduct an annual public hearing to gather testimony on textbooks considered for adoption.
Instructional Materials 70 O.S. § 11-105.1	• Materials used to teach or used in connection with a sex education class or program or used for the purpose of discussing sexual behavior or attitudes, as well as any test, survey, or questionnaire with the same primary purpose must be made available for inspection to parents. • Schools are also required to notify all parents of this right. • If the parent objects in writing, the student does not have to participate. • The teacher using the material must submit it for review which must be approved by the Superintendent or their designee.
Instructional Materials 70 O.S. § 11-106	• Allows parents to review instructional material used in connection with any program or project designed to explore or develop new or unproven teaching methods or techniques.
Instructional Materials 70 O.S. § 11-106.1	• Allows a parent to review all instructional material, including but not limited to teacher manuals, films, tapes or other supplementary instructional material in any format, used by a

	public school as part of the educational curriculum. Also requires that the school have a policy in place pertaining to parent review of materials. "Instructional material" means instructional content that is provided to a student, regardless of the format.
Instructional Materials OAC 210:10-1-23 (emergency/proposed)	● Parents have the right to inspect curriculum, instructional materials, classroom assignments, and lesson plans to ensure compliance with 70 O.S. §24-157(B). (Prohibition of Mandatory Gender or Sexual Diversity Training or Counseling)
Instructional Materials 20 U.S.C. § 1232h	● Schools receiving federal funds to adopt policies pertaining to: ○ the right of a parent of a student to inspect, upon the request of the parent, any instructional material used as part of the educational curriculum for the student; ○ any applicable procedures for granting a request by a parent for reasonable access to instructional material within a reasonable period of time after the request is received; ○ the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing that information to others for that purpose), including arrangements to protect student privacy that are provided by the agency in the event of such collection, disclosure, or use, including the review of any instrument used to collect such personal information. ● The law also requires notification to parents if the policies are substantially changed and to opt out of such collections. ● The law requires notifications to parents for various other testing including nonemergency physical examinations, and notices to all parents of their rights under this law. ● Failure would subject school to loss of federal funds.

Special Education 20 U.S.C. 1400 *et seq.* 34 CFR Part 300	● There are various parent protections when it comes to special education which are outlined in the parent procedural safeguards. ● Also included is the right of parents: ○ to review student records, ○ participate in meetings related to the identification, evaluation, and placement of their child, ○ the provision of FAPE (a free appropriate public education) to their child, ○ to obtain an independent educational evaluation (IEE) of their child, ○ the right to consent prior to certain actions by a school, ○ the right to receive "prior written notice,"

	○ the right of parents to disagree with decisions made by the school and to challenge them through a due process hearing and to appeal those determinations though both administrative and judicial means.
Information Privacy 10A O.S. § 1-6-102	● Keeps non-directory student information private. ● Requests through a subpoena are invalid unless a specific procedure has been followed wherein the requested records have been reviewed by a judge and determined to be needed.
Information Privacy 20 U.S.C. § 1232g 34 CFR Part 99 Also see OAC 210:1-3-8	● Under the Family Educational Rights and Privacy Act (FERPA) a parent has the right to: ○ access their student's educational records, ○ confirm their accuracy and seek to have records amended or corrected, ○ review and appeal records, and ○ to consent to disclosure of personally identifiable information.
Consent: Medical Test 25 O.S. § 2004	● No physical examinations, surgery, or other medical treatment without parental consent unless there is an emergency.
Consent: Medical Test 25 O.S. § 2005	● No mental health testing or treatment without parental consent unless an emergency which creates a threat of serious injury or death.

Consent: Non-academic surveys/information collection 20 U.S.C. § 1232h	● Without the consent of a parent, students cannot be asked to reveal information through any sort of survey, analysis, or evaluation regarding any of the following topics: ○ the student's or their parents political party or beliefs, mental or psychological problems for the student or the student's family; ○ sex behaviors or attitudes; ○ illegal, anti-social, self-incriminating, or demeaning behavior; ○ critical appraisals of other individuals with whom respondents have close family relationships; ○ legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; ○ religious practices, affiliations, or beliefs of the student or student's parent; ○ income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Consent: Non-academic testing	● As to statewide testing, tests cannot include the use of projective psychological, personality, or adjustment tests for the purpose of

70 O.S. § 1210.511	collecting information relative to the personality, environment, home life, parental or family relationships, economic status, religious beliefs, patriotism, sexual behavior or attitudes, or sociological problems of a student or their family.
Consent: Non-academic testing 70 O.S. § 11-107	● A school must have written consent prior to any psychological testing and prior to any test, examination, or survey which would elicit information about their religious beliefs, mental or psychological problems, sexual behavior and attitudes, critical appraisals of other individuals with whom the student has a close family relationship, or legally recognized privileged communication.
Religious Practice/Beliefs 51 O.S. §§ 252, 253, 256.	● The state or political subdivision cannot interfere with a citizen's religious practices or beliefs. (Essentially a state solution to *Oregon v. Smith*)
Vaccinations 70 O.S. § 1210.192	● A parent may opt-out of vaccinations for medical, religious, or personal reasons.

1.70 Review of Instructional Material

In order to promote transparency in the education process, the district's instructional materials will be available for review by any parent or guardian whose student is enrolled in any class or course. Instructional materials include items such as teacher manuals, films, tapes, and other supplementary materials regardless of format. However, teacher lesson plans and tests are confidential records under the Oklahoma Open Records Act.

In order to review these materials, a parent should submit a written request to the building principal electronically or handwritten. The request must specify the class/subject, teacher, student's name, and the types of items being requested for review. Within ten (10) "school" days, the principal will arrange for a mutually convenient time for the review or will notify the parent that a review cannot be permitted. If the principal declines to allow a parent to review the materials, the principal will provide the parent with an explanation of why the material is not available. Any
parental concern with regard to the parent's inability to inspect instructional material which is not resolved by the principal may be addressed to the superintendent of schools or designee, who shall be the final authority in the matter.

All reviews will be conducted between the hours of 9:00 a.m. and 3:00 p.m. in the individual school sites. Instructional materials may not be removed from the school sites.

Establishing a curriculum and determining to include or remove particular materials within the curriculum are the legal responsibilities of the Board of Education subject to statutory and State Board of Education guidelines. Nothing in this policy is intended to grant or require prior parental approval or control of materials or parental control, approval or review of teaching techniques or methods.

OKLA. STAT. tit. 70 § 11-106.1

Adopted October 2014
Amended September 2024

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1.71 Board of Education Officers Clerk

The board of education has established the following duties for the clerk of the board of education:

1. Attend all meetings of the board, countersign all warrants for school monies drawn upon the treasurer by the board and perform such other duties as the board may direct.
2. In addition to performing the duties specifically imposed upon him/her by the school code, cooperate with the superintendent of schools, the board treasurer and the minutes/encumbrance clerk in the management of the business affairs of the school.
3. Attest, in writing, the execution of all deeds, contracts, reports and other instruments that are to be executed by the board of education.
4. Furnish, whenever requested, any and all reports concerning school affairs, on such forms and in such manner as the State Board of Education or the Superintendent of Public Instruction may require.
5. Destroy all claims, warrants, contracts, purchase orders and any other financial records or documents, including those relating to school activity funds, on file or stored in the offices of the board of education of the district for a period of longer than five (5) years.
6. Maintain all required school board election related filings for a period of four (4) years, including coordinating efforts with the district's technology department for including the filings on the district's website.

Adopted October 2014

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1.72 Contagious Health Conditions

The district is committed to providing a safe and healthy environment for all students and employees. School administrators will enforce this policy for the benefit of all members of the school community but will attempt to avoid embarrassment to an affected individual as practical given the totality of the circumstances. Students and employees with unique health circumstances may request an exception to this policy by providing a statement from a physician certifying that there is no danger of the condition spreading to others in the school environment. The district will comply with physician instructions when implementing the requirements of this policy.

Any student or employee who is determined to be afflicted with a contagious health condition such shall be prohibited from attending school until a health officer (licensed physician, licensed physician's assistant, health department official, school nurse, etc.) has determined that the individual is free of the condition or that there is no danger of the condition spreading to others in the school environment.

Students and employees who have had a fever of 100 or greater, diarrhea or vomiting must be symptom free for 24 hours, without the use of symptom reducing medication, prior to returning to school.

Students and employees who have pink eye or another eye infection must be symptom free, treated with an antibiotic, consulted with the school nurse or provide a physician's statement prior to returning to school.

Adopted October 2015

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1.73 Hazcom Program

The board of education values the health and safety of its employees and students, and the district will comply with all state and federal laws regarding the presence of hazardous chemicals at school. The board expects all individuals to use non-hazardous materials at school when feasible, to follow established safety procedures at all times, and to promptly report any suspected violations of this commitment to the district's executive director of plant operations.

The district's executive director of plant operations will develop, implement and maintain a comprehensive HazCom Program for use throughout the district. All district employees are required to participate in appropriate training on the new HazCom Program.

Hazard Communication

Prior to June 1, 2016 the district must develop a new labeling and HazCom program, and provide appropriate training to all employees. The Occupational Safety and Health Administration provides a number of excellent resources and compliance documents, and RFR suggests using OSHA documents as the template for the district's revised program. OSHA's website can be accessed at:

https://www.osha.gov/workers.html

Adopted October 2015

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1.74 School Volunteers

The board encourages community members to volunteer at the district's schools to augment its programs. The board has adopted this policy to clarify requirements, expectations and responsibilities related to volunteering for the school district.

The district does not discriminate against volunteers on the basis of race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information. All individuals who volunteer for the district should be committed to the district's non-discrimination requirements and its goal of providing quality education and related programs to the children of the community.

The district has a myriad of needs which can be filled by volunteers, and any individual interested in being a school volunteer should contact the building principal to begin the volunteer approval process. Prior to volunteering, all volunteers are required to:

- submit an information form
- complete a Lobby Guard background check
- pay the records check fee (fee may be waived in cases of demonstrated financial hardship)
- review relevant school policies
- sign the volunteer compliance agreement

No individual will be permitted to volunteer until all of the required paperwork has been submitted and the criminal records check has been reviewed and approved by the building principal. In the event the criminal records check reveals adverse information regarding the potential volunteer, the administration will review the facts and circumstances to determine whether an exception can be granted and in what capacity, if any, the individual may be permitted to volunteer. All potential volunteers will be given the opportunity to explain any adverse information which is discovered during the criminal records check prior to an application being denied.

In addition to the foregoing, there are also special considerations for volunteers who are driving on school field trips or who are volunteering in connection with athletic events. Individuals who transport students in personal vehicles are required to provide additional documentation and declarations related to their driving history and insurance. Individuals who volunteer in connection with athletic events are required to participate in sport-specific education programs.

Adopted November 2015

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1.75 Non-discrimination

There will be no discrimination in the district because of race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information in its programs, services, activities and employment. The district also provides equal access to the Boy Scouts of America and other designated youth groups. The following people have been designated to handle inquiries regarding the district's non-discrimination policies:

Section 504/Title II of the Americans with Disabilities Act Coordinator (for questions or complaints based on disability)

Director of Special Services
or
Director of Instructional Services
Owasso Public Schools
1501 N. Ash, Owasso, OK 74055
918-272-5367

Title VI of the Civil Rights Act Coordinator (for questions or complaints based on race, color and national origin)

Assistant Superintendent of Teaching and Learning
Owasso Public Schools
1501 N. Ash, Owasso, OK 74055
918-272-5367

Title IX Coordinator (for questions or complaints based on sex, pregnancy, gender, gender expression or identity)

Assistant Superintendent of Teaching and Learning
Owasso Public Schools
1501 N. Ash, Owasso, OK 74055
918-272-5367

Age Act Coordinator (for questions or complaints based on age)

Director of Human Resources
Owasso Public Schools
1501 N. Ash, Owasso, OK 74055
918-272-5367

Any individual, who has experienced some other form of discrimination, including discrimination not listed above, may contact:

Assistant Superintendent of District Services
Owasso Public Schools
1501 N. Ash, Owasso, OK 74055

Amended September 2022
Amended April 2019
Adopted November 2015

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918-272-5367

Outside Assistance may be obtained from:

U.S. Department of Education
Office for Civil Rights
One Petticoat Lane
1010 Walnut Street, Suite 320
Kansas City, MO 64106
(816) 268-0550
(816) 268-0599 (Fax)
(877) 521-2172 (TTY)
E-mail: OCR.KansasCity@ed.gov

1.76 Acceptable Use of Electronic and Digital Communications Devices

The forms of electronic and digital communications change rapidly. This policy addresses common existing forms of electronic and digital communication (email, texting, blogging, tweeting, posting, etc.) but is intended to cover any new form of electronic or digital communication which utilizes a computer, phone, or other digital or electronic device.

As a part of the resources available to students and employees, the district provides internet/network access at each school site and at its administrative offices. The district intends for this resource to be used for educational purposes and not to be used for conduct which is harmful. This policy outlines the district's expectations regarding internet/network access. The ability to access the internet/network while on school property is a privilege and not a right. Access cannot be granted until an individual has completed a "Technology Use Agreement" and access may be revoked at any time.

Any individual using district resources to engage in electronic or digital communications has no expectation of privacy. Further, employees and students must be cognizant of the fact that electronic or digital communications which occur on private equipment are often permanently available and may be available to school administrators.

Employees and students are expected to use good judgment in all their electronic or digital communications - whether such activities occur on or off campus or whether the activity uses personal or district technology. Any electronic or digital communication which can be considered inappropriate, harassing, intimidating, threatening or bullying to an employee or student of the district - regardless of whether the activity uses district equipment or occurs during school/work hours - is strictly forbidden. Employees and students face the possibility of penalties, including student suspension and employee termination, for failing to abide by district policies when accessing and using electronic or digital communications.

The internet/network provides users the ability to quickly access information on any topic - even topics which are considered harmful to minors. The district's IT department has attempted to filter this access in order to protect students from harmful content. In the event inappropriate material is inadvertently accessed, students should promptly report the site to their teacher so that other students can be protected. No individual is permitted to circumvent the district's privacy settings by accessing blocked content through alternate methods. In the event an employee needs access to blocked content, he/she should make arrangements through the building principal, supervisor, or IT director.

Although the district's IT department has taken appropriate steps to block offensive material, users may unwittingly encounter offensive material. All users of the district's electronic resources are required to exercise personal responsibility for the material they access, send or display, and must not engage in electronic conduct which is prohibited by law or policy. If a student inadvertently accesses or receives offensive material, he/she should report the communication to the assigned teacher. If an employee accesses or receives offensive material, he/she should report the communication to the building principal, supervisor, or IT director. No individual is permitted to access, view or distribute materials which are inappropriate or create a hostile environment.

Adopted February 2016

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Internet/Network Access - Terms and Conditions

Acceptable Use - Students. Students agree to access material in furtherance of educational goals or for personal leisure and recreational use which does not otherwise violate this policy. No student may make an electronic or digital communication which disrupts the education environment - even if that communication is made outside of school or on personal equipment. Types of electronic or digital communications which can disrupt the education environment include, but are not limited to:

- Sexting
- Harassing, intimidating, threatening or bullying posts, tweets, blogs, images, texts, etc.
- Distributing pictures, recordings or information which is harmful or embarrassing

Students who engage in electronic or digital communications which disrupt the education environment are subject to disciplinary action, including suspension from school. Depending on the nature of the electronic or digital communication, students may also be subject to civil and criminal penalties.

Acceptable Use - Employees. Employees agree to access material in furtherance of educational goals, including research and professional development. Employees are also permitted to judiciously use the district's electronic resources for limited personal use, provided that the use is of no cost to the district, does not preempt business activity, impede productivity, or otherwise interfere with work responsibilities. Electronic or digital communications made using district owned equipment must be professional in nature and cannot be used for the exercise of the employee's free speech rights.

Any electronic or digital communication in which the employee can be identified as an employee of the district – regardless of whether the communication is made with district owned equipment or during work hours - must be a professional communication. Accordingly, if the individual is identifiable as a district employee, electronic or digital communications must not contain sexual, harassing, discriminatory or immoral content. Further, the communication cannot promote the use of tobacco, drugs, alcohol or be otherwise inconsistent with the district's objectives.

Employees are required to maintain appropriate electronic boundaries with students. Such boundaries require that employees refrain from engaging in electronic or digital communications which show an undue interest in select student(s), are of a personal nature, model inappropriate conduct, or are otherwise inconsistent with the district's mission and goals. In order to maintain appropriate boundaries, the district encourages employees to:

- Send group texts or emails
- Use separate personal and school electronic accounts
- Obtain written parental permission prior to posting pictures of minors
- Respect individual privacy, including privacy rights granted by FERPA

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Employees are expressly forbidden from using electronic or digital communication in a manner inconsistent with their position as a role model for students. Any employee who engages in inappropriate electronic or digital communication with students is acting outside the scope of his/her employment with the district.

Prohibited Use

Users specifically agree that they will not use the internet/network to access material which is: threatening, indecent, lewd, obscene, or protected by trade secret. Users further agree that they will not use the district's electronic resources for commercial activity, charitable endeavors (without prior administrative approval), product advertisement or political lobbying.

Parental Consent. Parents must review this policy with their student and sign the consent form prior to a student being granted internet/network access.

Privilege of Use. The district's electronic resources, including internet/network access, are a privilege which can be revoked at any time for misuse. Prior to receiving internet/network access, all users will be required to successfully complete a “Technology Use Agreement.”

Internet/Network Etiquette. All users are required to comply with generally accepted standards for electronic or digital communications, including:

a. Appropriate Language. Users must refrain from the use of abusive, discriminatory, vulgar, lewd or profane language in their electronic or digital communications.

b. Content. Users must refrain from the use of hostile, threatening, discriminatory, intimidating, or bullying content in their electronic or digital communications.

c. Safety. Students must not include personal contact information (name, address, phone number, address, banking numbers, etc.) in their electronic or digital communications. Students must never agree to meet with someone they met online and must report any electronic or digital communication which makes them uncomfortable to their teacher or principal.

d. Privacy. Users understand that the district has access to and can read all electronic or digital communications created and received with district resources. Users agree that they will not use district resources to create or receive any electronic or digital communications which they want to be private.

e. System Resources. Users agree to use the district's electronic resources carefully so as not to damage them or impede others' use of the district's resources. Examples of misuse may include, but is not limited to:

- installing any hardware, software, program or app without approval from the IT department
- downloading large files during peak use hours
- disabling security features
- creating or run a program known or intended to be malicious
- streaming music or video for personal entertainment

f. Intellectual Property and Copyrights. Users will respect others' works by giving proper credit and not plagiarizing, even if using websites designed for educational and

classroom purposes (*See* www.copyright.gov/fls/fl102.html) Users agree to ask the media center director for assistance in citing sources as needed.

Limitation of Liability. The district makes no warranties of any kind, whether express or implied, for the services provided and is not responsible for any damages arising from use of the district's technology resources. The district is not responsible for the information obtained from the use of its electronic resources and is not responsible for any charges a user may incur while using its electronic resources.

Security. If a user notices a potential security problem, he/she should notify the IT director immediately but should not demonstrate the problem to others or attempt to identify potential security problems. Users are responsible for their individual account and should not allow others to use their account. Users should not share their access code or password with others. If a user believes his/her account has been compromised, he/she must notify the IT director immediately. Any attempt to log on to the district's electronic resources as another user or administrator, or to access restricted material, may result in the loss of access for the remainder of the school year or other disciplinary measures.

Vandalism. No user may harm or attempt to harm any of the district's electronic resources. This includes, but is not limited to, uploading or creating a virus or taking any action to disrupt, crash, disable, damage, or destroy any part of the district's electronic resources. Further, no user may use the district's electronic resources to hack or vandalize another computer or system.

Inappropriate Material. Access to information shall not be restricted or denied solely because of the political, religious or philosophical content of the material. Access will be denied for material which is:

a. Obscene to minors, meaning (i) material which, taken as a whole, lacks serious literary, artistic, political or scientific value for minors and, (ii) when an average person, applying contemporary community standards, would find that the written material, taken as a whole, appeals to an obsessive interest in sex by minors.
b. Libelous, meaning a false and unprivileged statement about a specific individual which tends to harm the individual's reputation.
c. Vulgar, lewd or indecent, meaning material which, taken as a whole, an average person would deem improper for access by or distribution to minors because of sexual connotations or profane language.
d. Display or promotion of unlawful products or services, meaning material which advertises or advocates the use of products or services prohibited by law from being sold or provided to minors.
e. Group defamation or hate literature, meaning material which disparages a group or a member of a group on the basis of race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information or advocates illegal conduct or violence or discrimination toward any particular group of people. This includes racial and religious epithets, "slurs", insults and abuse.

f. Disruptive school operations, meaning material which, on the basis of past experience or based upon specific instances of actual or threatened disruptions relating to the information or material in question, is likely to cause a material and substantial disruption of the proper and orderly operation of school activities or school discipline.

Application and Enforceability. The terms and conditions set forth in this policy shall be deemed to be incorporated in their entirety in the Technology Use Agreement executed by each user. By executing the Technology Use Agreement, the user agrees to abide by the terms and conditions contained in this policy. The user acknowledges that any violation of this policy may result in access privileges being revoked and disciplinary action being taken. For students, this means any action permitted by the district's policy on student behavior. For employees, this means any action permitted by law, including termination of employment.

Education of Students Regarding Appropriate On-Line Behavior. In compliance with the Protecting Children in the 21st Century Act, Section 254(h)(5), the district provides education to minors about the appropriate use of the district's electronic resources, including interacting with others on social networking and chat sites, and cyber bullying.

Adopted February 2016

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1.76a Artificial Intelligence (AI) Use in Schools

I. Purpose

The purpose of this policy is to establish guidelines for the responsible use of artificial intelligence (AI) in Owasso Public Schools. This policy supports instructional use of AI while ensuring compliance with applicable federal and state law, protecting student data privacy, and maintaining educator oversight.

II. Definitions

A. Artificial Intelligence (AI)
A system or application capable of performing tasks associated with human intelligence, including generating content, feedback, or recommendations.
B. Student-Facing AI Tool
An AI system designed for direct student use that provides AI-generated content, feedback, or instructional assistance.
C. Productivity AI
AI-powered features, assists, or embedded enhancements native to the District's core enterprise productivity and collaboration suite (including, but not limited to, word processing, spreadsheets, presentations, video creation, forms, and organization tools) and operating systems (e.g., ChromeOS) where the primary function is task optimization, automation, or accessibility rather than direct instructional content generation.
D. Generative AI - Systems that create new content (text, images, code) based on user prompts.

III. Policy Statement

Artificial intelligence tools may be used in Owasso Public Schools to support instruction and operational needs. AI tools shall supplement, and not replace, educator-led instruction and professional judgment.
All AI use shall comply with applicable federal and state student privacy laws and district policies.

IV. Standards for AI Use

When AI tools are used in the district, the following standards apply:

A. Educator Oversight
AI tools used for instructional purposes shall be implemented under educator direction and supervision.
B. Human Responsibility
District personnel retain responsibility for instructional decisions, grading, placement, discipline, and other student-related determinations. District personnel shall critically evaluate AI-generated outputs for accuracy, bias, and appropriateness before incorporating them into instructional materials or policy.

Adopted July 2026

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C. Limitations on Use
AI shall not be the sole basis for high-stakes educational decisions, including grading, promotion, retention, placement, or discipline.
D. Instructional Use of Student-Facing AI Tools
Student-facing AI tools shall be used only for defined instructional purposes appropriate to the student's age and developmental level. To ensure data privacy compliance, District personnel shall exclusively utilize enterprise-level AI tools that operate within the scope of an active, District-executed Data Privacy Agreement (DPA)
E. Data Privacy and Security
AI tools shall comply with FERPA, COPPA, and applicable Oklahoma student data privacy requirements. The district shall take reasonable steps to minimize the collection, retention, and sharing of student data. Prior to adoption, the District shall vet all AI platforms to ensure they meet rigorous cybersecurity standards and digital accessibility requirements. AI tools used for instructional purposes shall be approved or authorized by the district, consistent with privacy, security, and instructional requirements. Student account creation is limited exclusively to District-approved AI platforms that meet all vetting standards and age-based Terms of Service
F. Academic Integrity
Students are expected to adhere to the District's Academic Integrity policy. AI-assisted work must be disclosed when required by the instructor. Unauthorized use of AI to generate work and submit it as one's own shall be treated as a violation of academic honesty standards.
G. Transparency
The district shall provide parents and guardians with information regarding approved instructional uses of AI and required annual disclosures consistent with law.
H. Staff Guidance and Training
I. The district shall provide training and guidance regarding the responsible, ethical, and lawful use of AI tools. To ensure compliance with data privacy regulations, users are strictly prohibited from entering student or staff personally identifiable information (PII) into AI systems.

V. Parent and Guardian Disclosure

The district shall provide parents or legal guardians with a written disclosure annually that includes:

1. Artificial intelligence tools used by the district
2. Vendors providing those tools
3. Categories of student data collected
4. General purposes for which AI tools are used
5. Extent of student data sharing with vendors or service providers

VI. Student-Facing AI Participation

A parent or legal guardian may submit written notice requesting that a student not participate in student-facing AI tools. Students subject to such notice shall not be academically penalized or denied access to core instructional content.
Built-in productivity AI features across the District's approved enterprise ecosystem—including all applications within the core Google Workspace for Education suite and ChromeOS—are considered fundamental components of the District's standard technology stack. A parental request for non-participation in standalone, student-facing generative AI tools (such as

conversational chatbots) shall not restrict a student's access to District-issued hardware or standard enterprise productivity applications used for daily coursework.

VII. Administrative Implementation

The Superintendent or designee shall develop procedures and guidance for the approval, implementation, monitoring, and responsible use of artificial intelligence tools consistent with this policy and applicable law. The administration shall maintain a dynamic, regularly updated registry of approved applications and embedded productivity features that meet District privacy standards, which shall serve as the official operational guide for policy compliance.

VIII. Compliance

This policy is intended to comply with:

- Oklahoma Responsible Technology in Schools Act (SB 1734)
- Family Educational Rights and Privacy Act (FERPA)
- Children's Online Privacy Protection Act (COPPA)
- Other applicable federal and state laws and regulations

Adopted July 2026

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1.77 Employment and/or Assignment of Relatives

A close relative, for administrative or supervisory employees, shall be defined as including the mother, father, grandmother, grandfather, or grandchild of the employee, or of the spouse of the employee, and, the spouse, son, step-son, son-in-law, step-son-in-law, daughter, step-daughter, daughter-in-law, step-daughter-in-law, brother, sister, brother-in-law, or sister-in-law.

No regular full-time or part-time employee will be placed in any position wherein direct administrative or supervisory authority is exercised by a close relative, or by any other relative residing in the same household. Exceptions may be granted by the Superintendent or his designee, if the exception is directly beneficial to students or other options do not exist.

Amended November 2022
Adopted May 2016

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1.78 Service Animals

The Owasso Public School District has a responsibility to permit students and/or adults with disabilities to use a "service animal" in school facilities, programs or activities pursuant to Title II of the Americans with Disabilities Act (ADA).

An individual with a disability who wants to use a service animal on a routine or daily basis in District facilities, programs or activities must submit a request in writing to the Director of Special Services at least 15 business days in advance of the date the individual first seeks to bring the animal. The Director of Special Services will promptly review each request and notify the requestor in writing of any additional information needed to evaluate the request.

The term "service animal" includes a dog and, in specific circumstances, a miniature horse. Only those two species of animal will be permitted in school facilities, programs or activities as a "service animal."

Miniature horses generally stand no taller than 34 inches measured to the shoulders and weigh no more than 100 pounds. The Director of Special Services will evaluate any request to use a miniature horse as a service animal under the following criteria:

- Whether the miniature horse is housebroken;
- Whether the miniature horse is under the handler's control;
- Whether the particular facility or location can accommodate the miniature horse's type, size and weight; and
- Whether the miniature horse's presence will compromise legitimate safety requirements for safe operation of the particular facility or location.

A service animal must perform some work or task that the individual with disabilities cannot perform for him or herself, and the work or task must be directly related to the individual's disability.

To determine whether an animal qualifies as a service animal, the Director of Special Services may ask the following questions:

- Whether the animal is required because of a disability (unless the Director of Special Services is already aware of the individual's disability); and
- What work or task the animal has been trained to perform.

The Owasso Public School District will not seek or require documentation that an animal has been certified, trained or licensed as a service animal.

Service animals should, at all times, be current on all vaccinations required by law and treated for and kept free of fleas and ticks. To avoid shedding and dander, service animals should also be kept clean and groomed at all times.

Amended April 2019

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The owner of the service animal is responsible for any harm or injury the animal may cause to other students, District personnel, visitors and/or property.

Services animals may accompany individuals with disabilities in all areas of District facilities where members of the public, participants in District services, programs or activities, or invitees, as relevant, are allowed to go.

Each service animal must have a handler. The handler may be the individual with disabilities or a third party who has been appropriately trained to handle the animal.
The Director of Special Services or another District administrator may require the handler to remove a service animal from District property if any one of the following events occurs:

- The animal is out of control and the handler cannot take effective action to control the animal. In this event, District personnel may contact a District resource officer or local law enforcement for assistance on a case-by-case basis, if needed.
- The animal is not housebroken. “Housebroken” means that, absent illness or accident, the animal controls its waste elimination.
- The animal’s presence would “fundamentally alter” the nature of the service, program or activity.

A service animal must have a harness, leash or other tether, unless, because of a disability, the handler is unable to use the tether or the tether would interfere with the animal’s safe, effective performance of work or tasks. In the latter event, the service animal must be otherwise under the handler’s control (i.e., voice control).

The Owasso Public School District is not responsible for the care or supervision of any service animal. This includes, but is not limited to, walking or feeding the animal and responding to the animal’s need to eliminate.

Students with disabilities who are serving as the handler for their service animal are expected to care for and supervise the animal. If a student with disabilities is unable to care for or supervise the service animal, the student’s parent or guardian is responsible for providing a handler who can provide that care and supervision.

The Owasso Public School District will make reasonable modifications to its policies, practices and procedures, as necessary, to avoid discrimination against a student with disabilities who uses a service animal, unless it can show that making the modifications would fundamentally alter the nature of the District’s service, program or activity. Reasonable modifications include, but are not limited to, providing assistance to the student in tethering or untethering the service animal and escorting the student on District property as he or she is accompanied by the service animal.

The Owasso Public School District will not impose any type of surcharge for the use of a service animal on its property.

Amended April 2019

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1.79 Notification of Meetings

Notice of all meetings of the board of education shall be made in accordance with the Oklahoma Open Meeting Act.

Notice to County Clerk

Prior to December 15 each year, the board of education shall provide the county clerk a listing of the time, date and place of all regular meetings for the coming calendar year.

Any change in the date, time or place of a regular meeting shall be provided in writing to the county clerk at least ten days prior to implementing the change.

Notice of the time, date and place of a special meeting shall be provided to the county clerk in person, in writing, or by telephone at least forty-eight (48) hours, must exclude weekends and state holidays, prior to the meeting.

Emergency meetings may be held without the required public notice if it is reasonable believed that delay would increase the likelihood of personal injury, property damage or immediate financial loss to the district. The person calling an emergency meeting shall give as much advance notice as is possible in person or by telephone.

Meeting Notices

At least twenty-four (24) hours prior to a regular or special meeting, a meeting agenda shall be posted at the Education Service Center and shall include the date, time and place of the meeting and the business to be undertaken at the meeting. The calculation of the twenty-four (24) hour period shall exclude Saturdays, Sundays, and holidays.

Written notice of the date, time and place of the meeting will be mailed or delivered to each person newspaper, wire service, radio station and television station that has filed a written request for such notice. Such requests must be renewed annually, and an annual fee of Eighteen Dollars ($18.00) will be charged each person or entity that requests written notification.

Continuing Meetings

In the event any meeting of the board is to be continued or reconvened, public notice of the action, including the date, time and place of the continued meeting, shall be given by announcement at the original meeting. Only matters appearing on the agenda of the meeting which is continued may be discussed at the continued or reconvened meeting.

Internet Website

Within 6 months of the establishment of an internet website the district shall make available on its website or on a general website, if a general website is used, a schedule and information about regularly scheduled meetings of the district's board of education. The information shall include the date, time, place and agenda of each board meeting. When reasonably possible the district shall also provide information about the date, time, place and agenda of any special or emergency meeting of the district's board of education.

Amended April 2019
Adopted October 2017

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Videoconference

A public body may hold meetings by videoconference where each member of the public body is visible and audible to each other and the public through a video monitor, subject to the following:

1. No less than a quorum of the public body shall be present in person at the meeting site as posted on the meeting notice and agenda.
2. The meeting notice and agenda prepared in advance of the meeting, as required by law, shall indicate the meeting will include videoconferencing locations and shall state:
    a. the location, address, and telephone number of each available videoconference site, and
    b. the identity of each member of the public body and the specific site from which each member of the body shall be physically present and participating in the meeting.
3. After the meeting notice and agenda are prepared and posted, as required by law, no member of the public body shall be allowed to participate in the meeting from any location other than the specific location posted on the agenda in advance of the meeting;
4. In order to allow the public, the maximum opportunity to attend and observe each public official carrying out the duties of the public official, a member or members of a public body desiring to participate in a meeting by videoconference shall participate in the videoconference from a site and room located with the district or political subdivision from which they are elected, appointed, or are sworn to represent;
5. Each site and room where a member of the public body is present for a meeting by videoconference shall be open and accessible to the public, and the public shall be allowed into that site and room. Public bodies may provide additional videoconference sites as a convenience to the public, but additional sites shall not be used to exclude or discourage public attendance at any videoconference site;
6. The public shall be allowed to participate and speak as allowed by rule or policy set by the public body, in a meeting at the videoconference site in the same manner and to the same extent as the public is allowed to participate or speak at the site of the meeting;
7. Any materials shared electronically between members of the public body before or during the videoconference shall also be immediately available to the public in the same form and manner as shared with members of the public body; and
8. All votes occurring during any meeting conducted using videoconferencing shall occur and be recorded by roll call vote.

No public body shall conduct an executive session by videoconference.

References: 25 OKLA. STAT. §311; 74 OKLA. STAT. §3106.2

Amended April 2019
Adopted October 2017

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1.80 Document Retention

The district will maintain all documents and records in a manner consistent with current legal requirements and administrative best practices. School employees are required to treat confidential information appropriately and to take reasonable precautions to ensure that private information is not unnecessarily disclosed to those who do not need such access. Health records will always be stored separately from other student and employee files.

Paper records will be stored in secure locations based on the sensitivity of the information. Electronic records will be properly secured and will be archived with adequate safeguards implemented to ensure that technological advancements do not cause the records to become inaccessible. The district's technology director will regularly evaluate the district's overall document retention program to determine whether the district's retention practices are current. The technology director is responsible for making recommendations regarding the program as needed to the superintendent.

No document will be destroyed if it pertains to a pending claim, even if the document was otherwise scheduled for destruction.

Education Operations

Assistant Superintendent of Teaching and Learning is responsible for maintaining adequate records to effectively plan, operate, evaluate, and make required reports on the district's education program. These records will be maintained as long as Assistant Superintendent of Teaching and Learning determines appropriate based on the specific records.

Student Records

All student education records will be maintained in compliance with the district's policy regarding FERPA. In addition to those standards, school personnel will comply with the following document retention standards:

- Student Transcripts

The High School Registrar is responsible for maintaining student transcripts for 80 years from the student's last day of enrollment in the district. The transcript shall contain the following information:

- Name
- Address
- Telephone listing
- Date / place of birth
- Inventory of courses taken, with grades
- GPA and/or class rank

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- Medical

The School Nurses are responsible for maintaining medical records. Medical records include items such as immunization verifications, allergy or diabetes plans, and child abuse reports. These records will be maintained 5 years from the student's last date of enrollment.

- Special Education

The special education director is responsible for maintaining special education records. All special education records will be retained for 5 years from the student's last date of special education services. Sixty days prior to destroying any special education record, the district will notify parents and eligible students of their right to retrieve the records rather than having the records destroyed.

- Other

All other student records will be retained for five (5) years from the student's last day of attendance in the district. The Site Principal is responsible for overseeing maintenance and destruction of these records. Thirty days prior to destroying these records, the district will notify parents and eligible students of their right to retrieve the records rather than having the records destroyed. This notification will occur by notice to the parent/student's[2] last known email or physical address.

Board Records and District Financial Records

The Chief Financial Officer is responsible for permanently maintaining all board agendas and minutes, as well as the deeds and titles to all district owned real property.

The District Treasurer is also responsible for maintaining records related to the district's banking transactions and all federal and state program expenditures. The duration of records retained under this section will be determined by the schedule maintained in Chief Financial Officer's office.

Employee Records

The Executive Director of Human Resources is responsible for retaining employee records. These records include wage and hour information, routine personnel records, and drug/alcohol testing records. The duration of records retained under this section will be determined by the schedule maintained in the Human Resource office.

Electronic Records

All district emails will be retained as long as is practical given the district's technology constraints.

[2] Destruction notices will be sent to the parent/guardian if the records pertain to a minor. Notices will be sent to the student if the records pertain to an individual who is over age 18.

STUDENT ENROLLMENT

Children who are at least four (4) years of age but not more than five (5) years of age on or before September 1 and have not attended a public school kindergarten may be enrolled in either a half-day or full-day (if offered) non-compulsory, early childhood program free of charge.

Children who are more than five (5) years of age on or before September 1 may be permitted to attend the early childhood program, free of charge, if the Superintendent or designee determines that the placement is in the child's best interest. Best interest determinations will be made based on objective, non-discriminatory factors and such placement decisions will not be made to circumvent serving students under the Individuals with Disabilities Education Act.

No child shall be enrolled in Kindergarten unless the child has reached five years of age on or before the first day of September of the year the child intends to enroll. No child shall be enrolled in the first grade unless the child will have reached the age of six (6) on or before September 1 of the school year. Age may be verified by a birth certificate, parent's statement, a physician's statement, or previous educational records.

The superintendent or designee will be responsible for the receipt of all applications for admission, the conduct of registration procedures and for certification that all admission requirements and prerequisites have been properly met by the student.

Termination of attendance before graduation from high school or before reaching the age of 18 may be permitted by mutual consent of the superintendent and the parent, legal custodian, or legal guardian of the student.

Regardless of the student's grade, the district will make reasonable efforts to enroll students at the school site nearest their residence. In the event the superintendent determines that it is in the district's best interest, the superintendent may assign/transfer a student to an alternate site. These discretionary assignments/transfers may only be used to serve a district interest and may not be used for parent-requested changes.

Reference: OKLA. STAT. tit. 70 § 1-114

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1.81 Student Enrollment

Children who are at least four (4) years of age but not more than five (5) years of age on or before September 1 and have not attended a public school kindergarten may be enrolled in either a half-day or full-day (if offered) non-compulsory, early childhood program free of charge.

Children who are more than five (5) years of age on or before September 1 may be permitted to attend the early childhood program, free of charge, if the Superintendent or designee determines that the placement is in the child's best interest. Best interest determinations will be made based on objective, non-discriminatory factors and such placement decisions will not be made to circumvent serving students under the Individuals with Disabilities Education Act.

No child shall be enrolled in Kindergarten unless the child has reached five years of age on or before the first day of September of the year the child intends to enroll. No child shall be enrolled in the first grade unless the child will have reached the age of six (6) on or before September 1 of the school year. Age may be verified by a birth certificate, parent's statement, a physician's statement, or previous educational records.

The superintendent or designee will be responsible for the receipt of all applications for admission, the conduct of registration procedures and for certification that all admission requirements and prerequisites have been properly met by the student.

Termination of attendance before graduation from high school or before reaching the age of 18 may be permitted by mutual consent of the superintendent and the parent, legal custodian, or legal guardian of the student.

Regardless of the student's grade, the district will make reasonable efforts to enroll students at the school site nearest their residence. In the event the superintendent determines that it is in the district's best interest, the superintendent may assign/transfer a student to an alternate site. These discretionary assignments/transfers may only be used to serve a district interest and may not be used for parent-requested changes.

Reference: Okla. Stat. tit. 70 § 1-114

Adopted October 2017

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1.82 Child Nutrition Information for Employees

The district participates in the USDA's child nutrition program, and all employees, even those not specifically connected with child nutrition services, are required to adhere to applicable standards and guidelines.

Staff Training and Employee Meals

The Child Nutrition Director is responsible for ensuring that all child nutrition workers have appropriate professional development and training opportunities to comply with USDA, health, safety, and sanitation requirements. The Child Nutrition Director will also provide a copy of this policy to all employees who are responsible for complying with this policy. Although they are not specifically responsible for enforcing the policy, school social workers, counselors, nurses, homeless liaison, etc. will also receive a copy of this policy.

The district operates on a commodity program and is prohibited from providing any unpaid meals to employees.

Charging Meals

No adult, including a school employee, may charge a meal at school.

Policy Distribution

This policy will be widely circulated in the community prior to the start of each school year and will promptly be provided to families who join the district after the start of the school year. The superintendent has discretion in determining appropriate distribution methods, but the board expects the distribution to occur through as many of the following methods as deemed practical:

- District's website
- Student handbooks
- Local newspaper
- Community welfare organizations
- Parent emails/newsletters
- Back to school night
- Enrollment paperwork and at the beginning of the school year

Collections

Only employees authorized by the Child Nutrition Director are permitted to have contact with parents regarding delinquent accounts.

Recordkeeping

Adopted October 2017

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The State Compliance Clerk will maintain all district records related to applications for free/reduced price meals.

The superintendent and The Child Nutrition Director will maintain records of distribution of this policy.

The Child Nutrition Director will retain evidence of the efforts made to collect unpaid meal charges, including evidence that the collection efforts were timely and in accordance with the district's family policy.

The Child Nutrition Director will maintain the financial documentation showing when the delinquent charges were reclassified as bad debt (operating loss) and how the funds were restored using non-federal sources.

Adopted October 2017

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1.83 Employment References-Release of Information Regarding Employees

The district will respond promptly and professionally to reference requests regarding current and former employees.

Unless an appropriate written release is submitted, Administrators are only authorized to release public records related to employment, to confirm an employee's dates of employment, and identify the position (s) held by the employees.

If an appropriate written release is submitted, the Administrator will provide whatever information is authorized.

ESSA Mandate Compliance

All district employees are required to comply with the Every Student Succeeds Acts' requirements related to employment references.

No employee may assist a school employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative and personnel files, if the individual knew or has probably cause to believe, that such employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law.

Reference: 40 OKLA. STAT. §61 20 USC. §8546

Adopted November 2017

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1.84 Medical Marijuana

Regardless of a student, employee, parent or any individual's status as a medical marijuana license holder, marijuana is not allowed on the premises of the district or in any school vehicle. While the use of medical marijuana in conjunction with the possession of a medical marijuana license is legal in the State of Oklahoma, marijuana is a prohibited controlled substance under federal law regardless of the use being for medical purposes. Accordingly, possession of marijuana by a student, employee, parent or any individual, notwithstanding the possession of a medical marijuana license, is strictly prohibited while on the premises of the district and in school vehicles; going to and from and attending district sponsored activities which occur in a location other than the premises of the district; utilizing district equipment or transportation; and in any other instance in connection with the district where the district reasonably deems the possession of marijuana to be illegal.

In the event that a student, employee, parent or any individual is found to possess or to have possessed marijuana in any of the instances stated above, the district will proceed with all actions and consequences that are afforded to the district under any state or federal law, employment contract, district policy, student handbook provision, or any other authority applicable to or adopted by the district.

Definitions:

The terms "marijuana" and "possession of marijuana" will be interpreted by the district in accordance with state and federal law. The term "marijuana" includes, but is not limited to, any form of marijuana; all parts of the plant Cannabis sativa L., whether growing or not; marijuana seeds; marijuana oil, extract, resin, or residue; cannabidiol in any form; and marijuana edibles. Any conflict between state and federal law as to the definition of "marijuana" or "possession of marijuana" will be interpreted in favor of federal law.

Nondiscrimination:

There will be no discrimination in the district because of an individual's status as a medical marijuana license holder. Employees of the district are expected to comply with state and federal law at all times as a term of their continued employment with the district.

Overlap with Other District Policies:

The district recognizes that the legal aspects and consequences of medical marijuana are new and possibly subject to change. These legal aspects and consequences of medical marijuana affect many areas of the district's current policies regarding employees, students, parents and individuals on district premises or attending district events. The district will continue to enforce its current adopted policies. As the need arises with changes in state and/or federal law, the district will consider and/or examine district policies in order to assess whether revisions, if any, may be needed to a district policy in order to comply with state and federal law.

Adopted January 2020

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1.85 Disciplinary Action for Misuse of School Bathrooms and Changing Facilities

Individuals who fail to comply with Oklahoma law regarding the use of school bathrooms or changing facilities may be disciplined as follows:

- **Students**
  Students may be subject to the disciplinary methods listed in the student discipline code.

- **Staff**
  Staff members may be subject to disciplinary action. Due process procedures will be followed as required by law or negotiated agreement.

- **Patrons**
  Patrons may be removed from the premises for interfering with peaceful orderly conduct in accordance with 21 O.S. §§ 1375 and 1376.

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1.86 School Library Book Selection

The mission of the Owasso Library Media program is to empower our school community to be critical thinkers, effective and ethical users of ideas and information, and life-long readers and learners in a global society. The library media program shall be reflective of the community standards for the population the library media center serves when acquiring an age appropriate collection of print materials, non-print materials, multimedia resources, equipment and supplies adequate in quality and quantity to meet the needs of students in all areas of the school library media program. All students shall have access to age appropriate material from any collection in the district, however, parents or legal guardians shall have the right to restrict access to library materials for their student(s).

The responsibility for the selection of library media center materials rests with the Owasso Board of Education. The superintendent or designee shall prepare regulations that support this policy. Authority for the selection of proper materials shall be delegated to the library media center staff. To this end, the responsibility of the school media center is:

1. To provide materials that will enrich the student as an individual and support the curriculum, taking into consideration individual needs, and the varied interests, abilities, and maturity levels of the students served.
2. To provide materials that will stimulate growth in factual knowledge, literary, cultural, and aesthetic appreciations, and awareness of societal and ethical standards.
3. To provide materials so that young citizens may develop the habit of analysis thereby enabling them to draw conclusions, make informed decisions, apply knowledge to new situations, and create new knowledge.
4. To provide a variety of materials which contribute to the understanding of our national heritage as well as knowledge and appreciation of the global community.
5. To provide high quality materials which will aid in the effort to create a comprehensive collection appropriate for the school community.

Responsibility for Selection

The board of education, the governing body of the school district, is legally responsible for the selection of instructional materials. This authority is delegated to the professional personnel of the district for the selection of these materials.

Materials for the library media center are selected primarily by the Library Media Specialist with input from the Selection Review Committee.

Selection Review Committee shall include at least 3 certified staff members which may include:

- Library Media Specialist Principal

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- Counselor
- Classroom Teacher(s)

This committee must be approved by the superintendent or their designee.

Types of Material for Purchase

1. Instructional materials are chosen because they are of interest and have learning value for the student in the community. Materials are not included or excluded because of race, nationality, religion, or political views of the writer.
2. Insofar as it is practical, materials are provided which present all points of view concerning the problems and issues of our time: international, national, and local. Books and materials of sound factual authority are not removed or banned from library media center shelves because of partisan or doctrinal disapproval.
3. Periodicals and newspapers that supplement the curriculum needs shall be chosen for accuracy, objectivity, accessibility, demand, and prices.
4. Multiple items of outstanding quality and much in demand media are purchased as needed.
5. Nonfiction subjects that are topics of criticism are carefully considered before selection.

Among these are:

A. Religion -- Factual unbiased material that represents all major religions may be included in the library media center collection. Bibles and other sacred writings are acceptable. Publications from religious bodies may be selected if they have general value or appear in magazine indexes.

B. Ideologies -- The library media center should, without making any effort to sway the reader's judgment, make available basic factual information on the maturity level of its reading public of ideologies or philosophies that are of current or continuing interest.

C. Science -- Medical and scientific knowledge suitable to the development stage of the student should be made available without any biased selection of facts.

Criteria for Selection

1. Selections are made for, and in accordance with, the different maturity levels of the students.
2. As school library media center resources are finite, the library media program shall be reflective of the community standards for the population the library media center serves when acquiring an age appropriate collection of print materials, nonprint materials, multimedia resources, equipment, and supplies adequate in quality and quantity to meet the needs of students in all areas of the school library media program. (70 Okla. Stat. § 11-201)
3. Materials are selected which fill a need related to the curriculum and/or contribute to the development and enrichment of the student.

4. Interests, needs, abilities of the students, and correlation of materials with the curriculum are dominating factors in the selection of materials.
5. Materials are selected for validity, currency, and appropriateness of content. This includes an inspection of every graphic novel, prior to placing in the collection, for potential material involving sexually explicit content and extreme vulgarity.

Selection Tools

In selecting materials for purchase, the media specialist evaluates the existing collection and consults reputable, unbiased, professionally prepared selection aids, such as:

- Booklist
- Bulletin of the Center for Children's Books Children's Catalog
- The Elementary School Library Collection Hornbook
- Oklahoma Department of Libraries Book School Library Journal
- Junior High & Senior High School Catalog Fiction Catalog

When possible, audiovisual materials shall be previewed before purchase or ordered with return privilege guaranteed.

Gift Books and Materials

1. Gift books and materials are accepted with the understanding that they must meet the same selection criteria as materials purchased with board of education funds. The practice of a donor purchasing new books or materials as library media center gifts is discouraged. It is preferable that donors make monetary gifts for the purchase of books and materials because the school receives a discount and can purchase more books for the same amount of money.
2. Gift books and other materials, once accepted by the Owasso Public Schools, become the property of the Owasso Public Schools.

Procedures for Reconsideration of Materials

1. It is recommended that a stakeholder should have the right to reject the use of instructional or library media materials which seem incompatible with his/her values and beliefs. It is further recommended that classroom assignments involving instructional materials provide alternative choices. However, no stakeholder has the right to determine the reading material for students other than his/her own children.
2. Any stakeholder who wishes to request reconsideration of the use of any instructional or library media center materials in the school must make his/her request in writing on a Request for Reconsideration Form provided by the principal. The completed form is to be returned to the site principal for consideration by members of a review committee which is established by the site principal. No administrator, library media specialist or

teacher should agree to withdraw an item without referring it to the review committee which determines whether the material should be withdrawn.

3. The committee membership designated by the site principal where the complaint occurs includes the following:
   a. Voting Members:
      i. Appropriate Level Principal from Alternate Site
      ii. Appropriate Level Library Media Specialist from Alternate Site
      iii. Appropriate Level Teacher from Alternate Site
      iv. Appropriate Level Parent from Alternate Site
      v. Appropriate Level Teacher from Site of Complaint
      vi. Grades 9th and above can include 2 students (Optional)
   b. Non-Voting Member:
      i. Principal from Site of Complaint
      ii. Appropriate Level Library Media Specialist from Site of Complaint

4. During the time of review the selection will be moved from the shelf to the principal's office. The complainant's concerns will be reviewed in addition to the materials. The materials will be judged by the committee as to conformity with selection criteria, instructional goals, and community standards. This includes an inspection for potential material involving sexually explicit content and extreme vulgarity.
5. The committee will reach a decision by simple majority vote. The complainant will receive a copy of the committee's Report of Reconsideration. The site principal will keep copies of the Request for Reconsideration and the Report of Reconsideration.
6. In the event the complainant does not accept the decision of the review committee, he/she may appeal to a 5 person committee of district level administrators assembled by the Assistant Superintendent of Teaching and Learning. In the event the complainant does not accept the decision of the Assistant Superintendent of Teaching and Learning, he/she may appeal to the Owasso Board of Education. The decision of the Owasso Board of Education will be considered final.
7. In the event that more than one item is to be reviewed the reviews will happen one at a time. Only the item currently under consideration by the committee will be moved from the shelf. It is expected that the review process will take no longer than 90 school days for items to be reviewed. Once a final decision has been made by the board of education regarding library materials, that material shall not be reconsidered again for a minimum of 5 years.

Reference: OKLA. STAT. tit. 70, § 11-201 (subject to renumbering due to duplicate sections passed during legislative session), OAC 210:35-3-126, OAC 210:35-3-127

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1.87 Out of Country Transcript

Newcomer students who enter Oklahoma secondary schools may present a diverse set of experiences and information related to documented credit, descriptions of coursework, and time spent in formal education. Despite this diversity, it is the policy of Owasso Public Schools to review all available documentation and to provide equivalent course credit, where appropriate, to ensure that every student has the opportunity to graduate with a high school diploma within a reasonable period of time.

Transcripts should be interpreted consistently and in a manner that best ensures the student is awarded all appropriate credit while also maintaining academic integrity. Staff responsible for the translation, interpretation, and potential awarding of credit must recognize that this process can, and likely will, have a significant impact on whether or not the student is able to earn a high school diploma.

The following steps will be followed:

- **Transcript Translation:** Translation may be completed by OPS staff if they possess the appropriate mastery of the transcript language or the translation may be completed by a translation service. The student and/or their family should not be used for translation assistance. It is important to note that translating course names may not be sufficient to evaluate international transcripts, as courses with identical names may vary in key characteristics such as clock hours, length of courses, and grading practices. It is important to gather relevant information about the corresponding country's education system. It may be helpful to reach out to the embassy or consulate of the student's home country in order to accurately interpret or evaluate provided documentation.

- **Awarding of Credit:** OPS staff will make every effort to ensure that credit is awarded for core content classes (Math, English, Science, and Social Studies) in alignment with the clock hours for equivalent classes documented on the out-of-country transcript. For example, a student with two complete years of math credited on an out-of-country transcript should be awarded the equivalent amount of local credit, if it can be reasonably determined that the student was exposed to similar content and can be successfully placed in an age-appropriate class.

- **Family/Student Interview:** After the transcript and relevant documentation have been translated and reviewed, a family/student interview may be helpful in answering any questions that may have arisen (e.g. clock hours, course content, term).

- **Local Transcript:** Using the information gathered in the previous steps, OPS staff will create a transcript based on the local template and determine if the student is eligible to gain additional credits through alternate means of assessment.

    - Portfolio of student work
    - Criterion-referenced assessment
    - Student thesis

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- Student project
- Student performance or recital

Use of an alternate assessment may also be appropriate to award credit across content areas where there exists no direct equivalency between the class or classes on the out of country transcript and those detailed on the state 9th-12th Grade Subject Codes List.

- **Missing Records:** Instances in which students arrive without transcripts or student records may require the student's academic history be re-created using information gathered through a structured interview with the student and family members to gather information pertaining to course names, hours of instructional time, length of course, and grade obtained.
- **Recently Arrived English Learner (RAEL):** RAEL status has no bearing on a student's determined graduation cohort year. A student's graduation cohort year will be determined by the grade level assigned to the student upon their first recorded enrollment in Oklahoma schools. For high school students who enroll at any point during the school year, the following rules apply:
  - 9th Grade: Graduation cohort year is the current school year plus three years
  - 10th Grade: Graduation cohort year is the current school year plus two years
  - 11th Grade: Graduation cohort year is the current school year plus one year
  - 12th Grade: Graduation cohort year is the current school year
- **Oklahoma Seal of Biliteracy:** This credential is bestowed by the Oklahoma State Department of Education to recognize and honor high school students who have attained a high level of proficiency in one or more languages in addition to English. The Oklahoma Seal of Biliteracy is available to any student who is able to demonstrate biliteracy in English and another language at the Intermediate-Mid to Advanced-Low levels. This recognition becomes part of the high school transcript and recognizes the student's readiness for career, college, and engagement as a global citizen.

1.88 Therapy Dogs in Schools

The Board of Education supports the use of therapy dogs by certified school personnel or other qualified individuals (hereinafter referred to as "handler") for the benefit of its students, subject to the conditions of this policy:

A "therapy dog," as defined by this policy, is a dog that has been individually trained and certified to work with its handler to provide emotional support, well-being, or comfort to school district students. Therapy dogs are the personal property of the handler and are not owned by the District. Therapy dogs are not "service animals" as defined within the Americans with Disabilities Act. The use of service animals in the schools is governed by District Policy. Therapy dogs are meant to help all students and are not specifically identified as support for those students with documented disabilities. A Therapy dog Team is a dog handler and a therapy dog, both of which have been certified by a recognized specialized therapy dog training program, including Canine Good Citizen program certification.

Therapy Dog Standards and Requirements
The following requirements must be satisfied before a therapy dog will be allowed in school buildings or on school grounds:

1. Submission of Written Request. Application for use of a certified therapy dog by a District certified employee must be made to and approved by site administrator using the District approved form. Applications and necessary documentation will be kept on file at the school where the animal will work and must be submitted and approved annually by the site administrator.
2. Training, Registration and Identification. Only school therapy dogs that hold current certification and passage of a specialized school therapy dog training program, including Canine Good Citizen program certification can be approved.
3. Health and Safety. The therapy dog must be clean, well groomed, in good health, housebroken, and immunized against diseases common to dogs. Proof of the therapy dog's current vaccinations and immunizations from a licensed veterinarian must be submitted at the time of the request to bring a therapy dog to school.

   The therapy dog must not pose a health or safety risk to any student, employee, or other person at school. Health risks include allergies. If any student or school employee assigned to a classroom in which a therapy dog is permitted suffers an allergic reaction to the therapy dog, the handler of the dog will be required to remove the animal to an alternative location designated by an administrator.
4. The use of a therapy dog on District property will be subject to a plan that will address introducing the animal to the school environment, any appropriate training for staff and students in regards to interaction with the animal, and other activities or conditions deemed necessary to parents prior to the animal's initial visit.
5. The responsibility for the care and supervision of the therapy dog rests solely on the dog handler(s). Supervision and care of the therapy dog will not impede the staff member's

ability to perform job duties or negatively impact the educational environment as determined by the site administrator.

6. Behavior Expectations and Control. Therapy dogs must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. The therapy dog should not display any behavior infringing on the rights of others or disrupting the educational process. A therapy dog must be under the control of the handler through the use of a 4-5 foot leash. The handler shall only allow the therapy dog to be in areas in school buildings or on school property that are authorized by school administrators.
7. Supervision and Care of Therapy Dogs. The handler is solely responsible for the supervision and care of the therapy dog, including any feeding, exercising, and clean-up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy dog.

Liability of Therapy Dog
Proof of Insurance and Liability. The policyholder of a therapy dog is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy dog. The policyholder must submit a copy of an insurance policy that provides liability coverage for the therapy dog while on school property.

Revocation of Therapy Dog
The District's approval of the use of the therapy dog on District property is subject to periodic review, revision, or revocation. The goal of the presence of a therapy dog is to positively enrich the learning environment. Any deviation from this will result in removal of the therapy dog from school property. A therapy dog may be excluded from school property and buildings if a school administrator determines that:

a) A handler does not have control of the therapy dog;
b) The therapy dog is not housebroken;
c) The therapy dog presents a direct and immediate threat to others in the school; or
d) The dog's presence otherwise interferes with the educational process.

Even if the above requirements are met, the District reserves the right to deny the use of a therapy dog in the schools.

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Adopted June 2024

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Application for Therapy Dog Team
by Certified Staff or Qualified Individual (aka "handler")

Application shall be made to the site administrator.

Date:_____Certified Staff/Outside Volunteer Name_____
School/Assignment_____
Phone Number_____
Email_____
Describe plan to introduce the therapy dog to the school environment:

_____

_____

_____

_____

Animal Name_____Age_____

Did you complete the certified therapy animal training with this dog? _____

If yes, through which organization_____

Does your dog have any specific identification (vests, scarfs, etc.)?
If yes, describe_____
How long has this dog been a therapy dog?_____
Has this dog ever bitten/injured a person?_____
Is this dog under the handler's control/supervision/home?_____
Is this dog housebroken?_____
Do you have current liability insurance coverage?_____

Submit current copies of the following documents along with this application:

1) Veterinarian health certification or shot records (DHLPP, Rabies, Bordetella, Flu)
2) Liability insurance coverage indicating coverage of the therapy dog in a school setting
3) Certificates of completion for the handler and dog from an AKC recognized therapy dog organization

I have read, understand, and agree to abide by the District's Therapy Dog policy.

_____

Certified Staff/Handler Signature Date

_____

Site Administrator Signature Date

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Adopted June 2024

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1.89 Student Communication

Definition of Terms:

"Electronic or digital communication" includes, but is not limited to, emails, text messages, instant messages, direct messages, social media messages, messages sent through software applications, and any other electronic digital means of communication.

"School personnel" means teachers, coaches, administrators, or any other persons employed full-time or part-time by Owasso Public Schools.

Student Communication
School personnel engaging in electronic or digital communication with an individual student shall include the student's parent or guardian in any electronic or digital communication, unless such communication is on a school-approved platform and related to school and academic communications.

Exceptions to the requirement may be made in case of an emergency, subject to subsequent notification to the parent or guardian. School personnel shall make reasonable efforts to use school-approved platforms, systems, or applications that allow automatic inclusion of parents or guardians in communications with students.

Any school personnel who is reported to be in violation of this policy shall be put on administrative leave while the school district investigates the incident and notifies the board of education or designee. If the investigation finds that no misconduct occurred, the school personnel shall be reinstated and the incident shall be noted in the school personnel's employee file.

If the investigation finds misconduct occurred, the school personnel shall be disciplined according to the school district board of education's policy, up to and including termination of employment, and the incident shall be reported to law enforcement pursuant to Section 1210.163 of Title 70 of the Oklahoma Statutes.

Training
Schools shall provide training, developed by the State Department of Education, for school personnel on the student communication requirements of this section.

Effective July 1, 2024.

Legal Reference 70 O.S. § 6-401, 70 O.S. § 1210.163.

Amended June 2025
Adopted June 2024

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1.90 Displaying Flags and Flag Salute

Suitable flags of the United States of America and the State of Oklahoma shall be displayed during every school day from a flag staff or pole at every school building located in Owasso Public School District. In addition to these national and state flags, the school site may display the district flag using proper flag etiquette. During times of inclement weather, the flag may be displayed on a staff inside the building.

The school day shall begin with a flag salute. However, students not wishing to participate in the pledge shall not be required to do so. A notice to this effect shall be posted in a conspicuous place in each school building and/or classroom.

Flags representing United States Military branches and the Cherokee Nations, or school-related flags may also be flown on school premises with approval of the administration.

Traditional customs and practices of displaying the flags of the United States of America and the State of Oklahoma shall be observed. The flags shall be handled with proper respect at all times. The district shall conduct appropriate instructional activities to acquaint students with traditional customs and practices related to the display of the flag of the United States of America and the respect which should be observed during appropriate ceremonies related to raising and lowering of the flag and the salute to the flag.

REFERENCE: 25 O.S. §91.2
25 O.S. §153
70 O.S. §24-106

Adopted September 2024

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SECTION 2 | CERTIFIED PERSONNEL

2.01 Assignments and Transfers

Assignments

1. Teachers shall be assigned by the principal within the scope of their certification and the rules and regulations of the State Department of Education.
2. When considering applicants for a vacant position, the principal shall consider teachers who have requested a transfer as well as outside applicants.
3. Teachers currently employed in the District shall have an opportunity to apply and shall be considered for vacancies before outside applicants are employed.
4. If the principal decides to fill the vacancy with a currently employed teacher and more than one teacher has requested such a transfer, the principal will consider the following criteria: qualification of candidates, compared to those of all other candidates being considered for the position. Such qualifications shall include certification, length of service in the District, training, experience and special skills.
5. The principal will select the teacher that the principal believes will best meet the needs of the students and the District.
6. An initial site vacancy will be e-mailed to all site faculty and the position will be posted on a site bulletin board. If the position is filled from within the site, any resulting vacancy(ies) may be filled within the site without posting. If a vacancy remains after an initial site vacancy and any resulting subsequent vacancies are filled within the site that vacancy shall be posted district-wide.
7. Teachers who may be interested in a transfer may send an e-mail notification to the appropriate principal/s.

Involuntary Transfer

1. When an involuntary transfer is deemed necessary, a conference shall be held between the teacher and the principal. At the conference, the reasons for the transfer will be explained and discussed to afford the teacher an opportunity to understand all factors involved in making the decision.
2. When a reduction in the number of teachers in a school is deemed necessary, the principal will consider the needs of the students and determine the grade level and/or subject area where the transfer can best be made.
3. When selecting the teacher to be transferred, the principal will consider the following criteria: qualifications of teachers compared to those of all other teachers being considered for transfer. Such qualifications shall include: certification, length of service in the District, training, experience and special skills.
4. The principal will select the teacher for transfer that the principal believes will best meet the needs of the students and the District. Qualified teachers who volunteer for transfer shall be transferred first.

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2.02 Attendance and Punctuality

1. It is the responsibility of each teacher to be at school ready to work on time every day and to stay until their scheduled leaving time. If for some reason a teacher is unable to get to school on time, or if illness, personal business or emergencies keep, the teacher from coming in at all it is the teacher's responsibility to promptly notify his/her principal. Teachers who are out due to illness, personal business or emergencies will be expected to contact their principal and building principal's designee (Substitute Clerk) the evening prior to the scheduled workday. If unable to make contact by the evening prior to the scheduled workday, it is expected that contact will be made by 6:00 a.m. so that in either case arrangements can be made to get a substitute.
2. The report of need for a substitute shall include a brief explanation of the reason for the request and an estimate of how long the substitute will be required.
3. Each teacher is required to leave his/her grade book and lesson plan in his/her desk at school so that they may be used by the substitute when necessary.

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2.03 Attire/Dress Code

Certificated employees occupy a special position with the education community, particularly with respect to their ability to serve as a positive influence for students. Certificated employees are expected to dress appropriately and in a manner in keeping with their professional status. Employees should keep in mind what constitutes good taste, appropriate grooming and appearance. Good taste is defined as professional attire that would not offend students, parents, visitors and fellow employees. Dress and personal grooming must not offend common standards of decency; contain language which refers directly or indirectly to drugs, alcohol or tobacco; contain direct or indirect sexual references; present health or safety problems; or otherwise constitute inappropriate dress or grooming for the educational process in which the employee is engaged.

The exceptions to this policy are when sites have designated a day which shall involve a relaxed dress code such as a spirit day, a theme day, a special event, or in the instance where the staff member is engaged in an activity or an assignment in which the wearing of jeans, tee shirts, gym suits, jogging suits or similar attire is appropriate to the activity or class.

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2.04 Confidentiality of Evaluation Documents

The School District will maintain current and accurate evaluation records for each employee evaluated. The confidential evaluation documents and the responses thereto shall be available only to the evaluated employee, the Board of Education; administrative personnel making the evaluation, the board and administrative staff of any school to which such teacher applies for employment, such other persons as are specified by the teacher in writing and others as specified by law.

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2.05 Disciplinary Procedures

Disciplinary Action

1. The School District will strive to ensure that its certified personnel will be dealt with fairly and receive all required due process. Whenever disciplinary action is to be taken, a fair and thorough investigation will be conducted and documented.
2. Teachers being disciplined and/or admonished will be entitled to all statutory requirements with regard to discipline and/or admonishment procedures.
3. Disciplinary action may begin at any step depending upon the severity of the cause for discipline. In every case, documentation of such action is required.

Admonishment

1. The first step towards disciplinary action will normally be in the form of a verbal warning or reprimand.
2. The second step towards disciplinary action will normally be in the form of a written, dated and signed admonishment. The written reprimand must be read and signed by the teacher. The signature of the teacher being admonished is not to signify agreement, but to verify the admonishment was received and read. If the teacher refuses to sign the admonishment, the admonishing party must document the refusal to sign. The refusal to sign will constitute an additional cause for disciplinary action. The admonishment will include an explanation of the inappropriate action, the administrator's expectation of the improvement desired, administrative assistance that will be offered, if appropriate, and an admonishment that repeated violations may lead to more serious disciplinary actions including dismissal or non-reemployment.

Written Response

A certified employee may respond in writing to any written admonishment and such response shall be maintained in the file with the admonishment.

Termination

The final step of disciplinary action is termination, which will occur in accordance with all applicable law.

Inclusive Disciplinary Action

Disciplinary action for serious offenses may be initiated at any step up to and including termination.

Amended April 2019

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2.06 Distribution of Correspondence/Information

Teachers may not distribute any literature or solicit for any cause in working areas during working time except as otherwise provided herein.

1. “Working time” includes working time of both the teacher soliciting or distributing, and the school district employee to whom the solicitation distribution is directed. “Working time” does not include time periods when the teacher has been released from the performance of his/her work.
2. Certain correspondence/information may be distributed with prior approval. Such information must be reviewed and approved five (5) working days prior to the delivery date.
    a. Bulk materials must be packaged and appropriately addressed to each individual school if the correspondence is District-wide, with final distribution being made through the school’s delivery system.
    b. Correspondence/information on a District-wide level must receive prior approval from the superintendent or superintendent’s designee. Correspondence/information that is disseminated on a building level that affects only the employees of the building needs only the approval of the building principal.

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2.09 Evaluation of Teachers

1. Evaluations shall be based upon the Tulsa Model as approved by the State Board of Education.
2. All career teachers will be evaluated at least once each school year. All probationary teachers will be evaluated at least twice during each school year, once in the fall semester and once by April 30th.
3. Any teacher who is assigned to more than one building site will be evaluated by the designated certified administrator.
4. Formal classroom observation shall be conducted openly with the full knowledge of the teacher for the purpose of evaluation.
5. A written copy of the evaluation will be given to the teacher at a conference to be held between the teacher and the evaluating administrator. The evaluation conference shall be held within a reasonable time after the final observation conference. Teachers shall receive one (1) day prior notice of the evaluation conference. A teacher shall be permitted to have a representative of his/her choosing at the evaluation conference. The teacher shall acknowledge the written evaluation by his/her signature.
6. The teacher may respond to the written evaluation and have the response attached to the evaluation which is placed in their personnel file. Such written response shall be submitted by the teacher within ten (10) school days of receipt of the written evaluation.
7. Evaluation documents will be found on the school district website:

   owassops.org

   then at the top of the screen click on STAFF –on the drop down from that click on the TLE Tulsa Model.

Amended April 2019
Amended November 2016
Amended September 2012

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2.10 Extra Duty Assignments

1. The Superintendent shall recommend to the Board the establishment of extra duty assignments and the personnel to be assigned to them. Employees' extra duty assignments shall be compensated according to the extra duty schedule.
2. A separate extra duty contract shall be issued to each employee assigned one or more extra duty assignments.

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2.11 Fringe Benefits

The Board is committed to providing fringe benefits to School District personnel in addition to salary compensation, as long as funds permit. Amounts established through the negotiation process will be reviewed annually.

School District employees shall automatically be placed under the Social Security Program of the United States of America. Deductions for Social Security will be withheld from the employee's gross salary. The School District will match the employee's Social Security deduction.

The Board will provide all District personnel with the benefits afforded by the Oklahoma Worker's Compensation Act.

The Board will provide payroll deductions as requested by each teacher as long as payroll slots are available for such deductions. A minimum of twelve (12) teachers is required to initiate a new payroll deduction category. Requests for payroll deductions or changes in such deductions shall be submitted in writing to the superintendent's office by the first of each month, except where the requirements of a program limit the number of times changes can be made during the year.

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2.12 Hiring of Staff

1. The superintendent will make all recommendations of employment in writing to the Board of Education.
2. The superintendent shall assign each employee hired by the Board of Education to a position at the earliest possible date.
3. Individuals hired by OPS are employees of the district. The specific assignment of personnel is an inherent managerial right. The Superintendent shall have the authority to assign or reassign any employee to any approved position for which the employee is certified and/or qualified and which is deemed to be in the best interest of the district.

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2.13 Leaves

The School District recognizes that School District personnel must on occasion be absent from work. Therefore, the School District provides categories of leave that will enable School District personnel to be absent when necessary.

It is also important for School District personnel to understand that the continuity of education services is best served when the regularly assigned employee is at work. Therefore, School District employees should utilize the leaves provided in a prudent and judicial manner. Leaves will be approved only when used for the purpose for which they are intended.

The abuse of leave by School District personnel will not be tolerated, and an employee abusing leave policies will be subject to disciplinary action up to and including termination.

Teachers

Association Leave

A. The Board will provide up to twenty-four (24) days of leave for attendance at conferences, workshops, lobbying, Delegate Assembly or meetings of the Association or its affiliates. No more than five (5) days may be used by any one teacher. When lobbying is at the request of the Superintendent or designee, the Board shall not charge the Association for a Substitute.

B. Written request for the use of Association leave shall be made to the Superintendent or designee by the President of the Association at least forty-eight (48) hours in advance.

C. The Association shall reimburse the District for each day of Association leave used. If a substitute is hired, the amount actually paid to the substitute shall be the amount reimbursed.

D. No more than two (2) teachers per building may utilize Association leave on any given day.

E. The Board shall provide up to eight (8) days of leave for the OWEA President for Association-related activities.

Bereavement Leave

A. Teachers shall be granted leave for bereavement purposes without loss of pay for the reasons listed below.

1. Up to five (5) days, per occurrence, for spouse, children, mother, father, father-in-law, mother-in-law, son-in-law, daughter-in-law, or siblings.

2. Up to two (2) days, per occurrence, for uncles, aunts, grandparents, grandchildren, nieces, nephews, and siblings-in-law.

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3. Up to two (2) days per school year may be used for persons not mentioned in 1 or 2 above.

4. Bereavement days in addition to those provided in 1, 2, or 3 above shall be charged as personal leave.

Emergency Leave

A. Teachers shall be granted, without loss of pay, up to two (2) days for unforeseen circumstances related to the household and/or family (spouse or children) not covered by any other leave.

B. In the event of a natural disaster (i.e. tornado, flood, fire, or earthquake), where the teacher's personal dwelling is not livable, a teacher may apply to receive up to three (3) days, in addition to those provided in A. above, without loss of pay, upon approval by the superintendent's designee.

Extended Leave of Absence

A. A teacher may, upon application and approval, be granted an extended leave of absence, without pay, for the following reasons.
   1. Personal illness.
   2. Illness in the family (spouse, child or parent).
   3. Professional study for the purpose of improving upon current certification or working toward a new area of certification in the field of education.
   4. Rearing a pre-school child.
   5. Temporary re-location of spouse.

B. A teacher, except as may be required by law, shall be eligible for an extended leave after completing at least three (3) years of service in the District.

C. All leaves, except as may be required by law, shall be for one (1) school year.

D. A teacher returning from a leave shall be assigned a position. It may be at the teacher's previous site and position, or another position for which the teacher is certified and qualified.

E. Requests for reinstatement must be made before May 1st. If a request for reinstatement is not made by the above date, the teacher will be deemed to have resigned and the teacher's contract will be terminated at the end of the school year.

F. Employees on a leave of absence shall not receive credit for time based on the District's salary schedule or for purposes of accumulating leave or for any other purpose.

G. Employees on an approved extended leave of absence shall not be employed by any other public or private school unless approved by the Superintendent or designee.

Legal Process Leave

A. Teachers shall be granted legal process leave to serve on a jury.

B. Teachers shall be granted legal process leave to serve as a witness subpoenaed in a criminal, civil, or juvenile proceeding as a representative of the district.

C. The teacher using legal process leave shall receive his/her full contract salary.

Maternity Leave

The board of education shall provide maternity leave to all full-time employees of the school district who have been employed by the school district for at least one year and have worked for the school district for at least one thousand two hundred fifty (1,250) hours during the preceding twelve-month period. Eligible employees shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. Eligible employees who legally adopt a child younger than four (4) years of age shall also be entitled to up to six (6) weeks of paid maternity leave. The six (6) weeks of maternity leave shall be immediately following the birth or adoption of the school district employee's child. Maternity leave shall be taken prior to any other paid leave.

Maternity Leave – Advancing Rights for Caregiving, Health, and Extended Recovery

Employees eligible for the maternity leave defined above shall have the right to utilize accrued sick leave to extend the duration of their maternity leave beyond the six (6) calendar weeks provided by this section. Such sick leave may be used for recovery from childbirth, bonding with a newborn or infant, or caring for a newborn or infant, and shall not require additional approval from a school board or employer, provided the employee has sufficient sick leave to cover the extended duration. Sick leave used pursuant to this subsection shall not exceed six (6) weeks.

Military Leave

A. Teachers who are members of the reserve forces of the Army, the Navy, the Marine Corps, the Coast Guard, the Air Force and any other component of the Armed Forces of the United States, including members of the Air or Army National Guard, when ordered to active duty, are entitled to be paid full salary for thirty (30) working days (up to 240 hours). The term "teachers" includes all certified personnel of the District whose positions require certification. The payment for the thirty (30) working days is a one-time payment. That is, full salary will be paid during the first thirty working days of the military leave of absence.

B. The positions of all employees called to active duty will be held for them by the District. Any replacement employee will be signed to a temporary contract only with the understanding that the position will be filled by the returning veteran.

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Other Employment

A. No leave shall be granted to a teacher if the teacher is paid for his/her services on a school day, except for meals, lodging and travel expenses incurred.

Parental Leave

A. The district will provide two (2) weeks of paid leave for the birth of a child and to care for such child, or placement for adoption or foster care of a child, at the time of the qualifying event for a maximum of once per contract year.

Personal Leave

A. Teachers shall be granted three (3) days per year for personal leave.
    1. An electronic notification via the absence notification system to use personal leave must be submitted to the building principal at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to building principal.
    2. All three (3) days of leave used will be at no cost.
    3. Except when approved by the HR Director, personal leave will not be granted in the following cases:
        a. The first or last day of school.
        b. During the times of inclement weather when school remains in session.
        c. During school calendar scheduled parent/teacher conferences.
B. Teachers must notify their administrator of their request to take personal leave during the last two weeks of school on or before four weeks before the last day of school.
C. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.
D. Teachers may be granted, at a cost of a certified substitute, one (1) day per year for personal leave when the following conditions are met:
    a. All criteria of Section 2, Part A.
    b. Available sick leave balance of 50 days at the time of request.

    The day may not be used consecutively with another personal day and will not be added to accumulated sick leave.

Professional Leave

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A. Upon written request by the teacher and approval by the superintendent or his/her designee, a teacher shall be provided, at no loss in pay, leave for professional purposes in his/her teaching area.

Sick Leave

A. **Sick Leave**. Teachers are entitled to ten (10) days of paid leave each year for personal illness, accidental injury or pregnancy, or illness or accidental injury in the immediate family. Use for adoption will be treated as for live birth. Immediate family for purposes of this leave includes the parent, sibling, spouse, child, grandparent or grandchild and any dependents (as that term is used for purpose of the regulations of the Internal Revenue Service) who reside in the employee's home. This sick leave may also be used in the case of hospitalization, surgery, or home care involving adult children, children-in-law, sibling, parent, parents-in-law and significant others. This also includes dental, physical and eye examinations for employee and dependents in the immediate family. Any misuse or use of sick leave for other purposes may result in disciplinary action or termination. A maximum of five (5) days may be used for extended family members not included in this section.

B. **Twenty Days with Substitute Deduction.** When sick leave is exhausted, the teacher shall receive full contract pay for an additional twenty (20) days less either:

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

D. **Accumulation of Sick Leave.** Teachers may accumulate unused sick leave to a maximum of one hundred twenty (120) days.

E. **Medical/Dental Appointments.** Sick leave may be used for medical or dental appointments.

F. **Certification of Illness.** Teachers may be required to provide certification of illness by a physician or other health care professional or other evidence of illness.

G. **See Also Family and Medical Leave**

Transfer of Sick Leave

Newly hired teachers shall be credited a maximum of sixty (60) days for unused and unpaid sick leave earned while employed by another Oklahoma public school district provided:

1. The teacher was employed by an Oklahoma public school district the preceding school year;
2. The number of days to be transferred into the Owasso School District has been certified in writing by the sending district;

3. The days transferred shall be used first in case of illness up to a maximum of ten (10) transferred days per school year; and
4. Upon retirement, the teacher shall not be entitled to payment for any accumulated sick leave earned while employed by another school district.

Unused Sick Leave Compensation

Upon retirement from the District, through the Oklahoma Teachers' Retirement System and with a minimum of ten (10) years of service in the District, teachers shall be compensated for sick leave earned within the District at a rate of $50.00 per day. Part-time teachers who qualify and work at least four hours or more per day would receive one-half (1/2), or a rate of $25.00 per day. This rate shall be applied to unused sick leave up to a maximum of one hundred twenty (120) days.

Vacation

A. Certified School District personnel who work on a full-time twelve (12) month, minimum of two hundred forty-five (245) day basis shall be entitled to paid vacation. Such personnel shall be granted ten (10) days of vacation on an annual basis if they have less than ten (10) years of service with the Owasso Public Schools. A maximum of thirty (30) vacation days may be carried over to the next year. Twelve (12) month employees who have ten (10) or more years of service with the Owasso Public Schools shall be granted fifteen (15) days of vacation on an annual basis. A maximum of thirty (30) vacation days may be carried over to the next year.

1. The scheduling of vacation days must be approved in advance by the superintendent/immediate supervisor.
2. All vacation days not utilized or carried over will be forfeited, provided that in the event the superintendent/immediate supervisor was unable to approve the scheduling of vacation days as requested by the employee or was unable to schedule an alternate time, the employee shall be reimbursed at the rate of pay for each day he/she would lose.
3. Certified personnel shall be entitled to reimbursement for unused vacation days at daily rate when accrued upon conclusion of employment, not to exceed thirty (30) days. For purposes of separation of employment, current year vacation payout will be based on an accrual rate consistent with the certified personnel's tenure with Owasso Public Schools as outlined below:
    a. Accrual rate for employees with less than ten (10) years of service: .83 days per month
    b. Accrual rate for employees with ten (10) or more years of service: 1.25 days per month
4. Authorized holidays falling within a vacation period are not chargeable to vacation.

Administrators

Bereavement Leave

A. Administrators shall be granted leave for bereavement purposes without loss of pay for the reasons listed below.

1. Up to five (5) days, per occurrence, for spouse, children, mother, father, father-in-law, mother-in-law, son-in-law, daughter-in-law, or siblings.

2. Up to two (2) days, per occurrence, for uncles, aunts, grandparents, grandchildren, nieces, nephews, and siblings-in-law.

3. Up to two (2) days per school year may be used for persons not mentioned in 1 or 2 above.

4. Bereavement days in addition to those provided in 1, 2, or 3 above shall be charged as personal leave.

Emergency Leave

A. Administrators shall be granted, without loss of pay, up to two (2) days for unforeseen circumstances related to the household and/or family (spouse or children) not covered by any other leave.

B. In the event of a natural disaster (i.e. tornado, flood, fire, or earthquake), where the administrator's personal dwelling is not livable, an administrator may apply to receive up to three (3) days, in addition to those provided in A. above, without loss of pay, upon approval by the superintendent's designee.

Legal Process Leave

A. Administrators shall be granted legal process leave to serve on a jury.

B. Administrators shall be granted legal process leave to serve as a witness subpoenaed in a criminal, civil, or juvenile proceeding as a representative of the district.

C. The administrator using legal process leave shall receive his/her full contract salary.

Maternity Leave

The board of education shall provide maternity leave to all full-time employees of the school district who have been employed by the school district for at least one year and have worked for the school district for at least one thousand two hundred fifty (1,250) hours during the preceding twelve-month period. Eligible employees shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. Eligible employees who legally adopt a child

younger than four (4) years of age shall also be entitled to up to six (6) weeks of paid maternity leave. The six (6) weeks of maternity leave shall be immediately following the birth or adoption of the school district employee's child. Maternity leave shall be taken prior to any other paid leave.

Maternity Leave – Advancing Rights for Caregiving, Health, and Extended Recovery

Employees eligible for the maternity leave defined above shall have the right to utilize accrued sick leave to extend the duration of their maternity leave beyond the six (6) calendar weeks provided by this section. Such sick leave may be used for recovery from childbirth, bonding with a newborn or infant, or caring for a newborn or infant, and shall not require additional approval from a school board or employer, provided the employee has sufficient sick leave to cover the extended duration. Sick leave used pursuant to this subsection shall not exceed six (6) weeks.

Military Leave

A. Certified administrators who are members of the reserve forces of the Army, the Navy, the Marine Corps, the Coast Guard, the Air Force and any other component of the Armed Forces of the United States, including members of the Air or Army National Guard, when ordered to active duty, are entitled to be paid full salary for thirty (30) working days (up to 240 hours). The payment for the thirty (30) working days is a one-time payment. That is, full salary will be paid during the first thirty working days of the military leave of absence.

B. The positions of all employees called to active duty will be held for them by the District. Any replacement employee will be signed to a temporary contract only with the understanding that the position will be filled by the returning veteran.

Parental Leave

A. The district will provide two (2) weeks of paid leave for the birth of a child and to care for such child, or placement for adoption or foster care of a child, at the time of the qualifying event for a maximum of once per contract year.

Personal Leave

A. Administrators shall be granted three (3) days per year for personal leave.
    1. An electronic notification via the absence notification system to use personal leave must be submitted to the administrator at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to employee's immediate supervisor.
    2. All three (3) days of leave used will be at no cost.
    3. Except when approved by the HR Director, personal leave will not be granted in the following cases:

a. The first or last day of school.
b. During the times of inclement weather when school remains in session.
c. During school calendar scheduled parent/teacher conferences.

B. Administrators must notify their administrator of their request to take personal leave during the last two weeks of school on or before four weeks before the last day of school.

C. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.

Professional Leave

A. Upon written request by the administrator and approval by the superintendent or his/her designee, administrator shall be provided, at no loss in pay, leave for professional purposes related to his/her administrative assignment.

Sick Leave

A. Sick leave will be provided to administrators at the rate of one (1) day for each month worked. An administrator may accumulate up to one-hundred and twenty (120) days of sick leave.
   1. An administrator may use sick leave for personal illness, accidental injury or pregnancy, or accidental injury, or illness in the immediate family. Use for adoption shall be treated like live birth. Immediate family for purposes of this leave includes the administrator's spouse, children, and any dependents (as that term is used for purposes of the regulations of the Internal Revenue Service) who reside in the employee's home. This sick leave may also be used in the case of hospitalization, surgery, or home care involving adult children, children-in-law, brothers, sisters, parents, and parents-in-law. A maximum of five (5) days may be used for extended family members not included in this section.
   2. Sick leave may be used for routine dental or medical appointments.

B. It is not required that an administrator obtain prior approval to use sick leave, however, the administrator may be required to provide certification of illness by a medical doctor, or other bona fide evidence of illness.

C. The cumulative sick leave allowances for permanent part time administrators shall be proportioned to the amount of time worked.

D. When an administrator has exhausted accumulated sick leave and continues to be unable to return to work because of personal illness, the administrator shall receive, for a period not to exceed twenty (20) days, the full contract salary less the amount actually paid a substitute administrator for his/her position if a substitute administrator is hired.

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E. Twenty (20) working days after an administrator exhausts accumulated sick leave and continues to be unable to return to work because of personal illness, the administrator will automatically be placed on sick leave without pay. To remain on sick leave without pay for the remainder of the school year, the administrator must have a doctor's statement certifying the administrator is not able to work.

F. Newly hired administrators shall be credited a maximum of sixty (60) days for unused and unpaid sick leave earned while employed by another Oklahoma public school district provided:

1. The administrator was employed by an Oklahoma public school district the preceding school year;
2. The number of days to be transferred into the Owasso School District has been certified in writing by the sending district;
3. The days transferred shall be used first in case of illness up to a maximum of ten (10) transferred days per school year; and
4. Upon retirement, the administrator shall not be entitled to payment for any accumulated sick leave earned while employed by another school district.

Unused Sick Leave Compensation

Upon retirement from the District, through OTRS, and with a minimum of ten (10) years of service in the District, administrators shall be compensated for sick leave earned within the District at a rate of $50.00 per day. Part-time administrators who qualify and work at least four hours or more per day would receive one-half (1/2) or a rate of $25.00 per day. This rate shall be applied to unused sick leave up to a maximum of one hundred twenty (120) days.

Family and Medical Leave-See Section 1-General

Holidays

A. Paid holidays will be granted to full-time twelve (12) month administrative District personnel.

B. If an employee has requested a day of leave, which is authorized under the leave policies of the School District, and such leave day occurs on a holiday, no deduction will be made from the employee's leave accumulation for such absence.

Vacation

A. Administrative School District personnel who work on a full-time twelve (12) month, minimum of two hundred forty-five (245) day basis shall be entitled to paid vacation. Such personnel shall be granted ten (10) days of vacation on an annual basis if they have less

than ten (10) years of service with the Owasso Public Schools. A maximum of thirty (30) vacation days may be carried over to the next year. Twelve (12) month employees who have ten (10) or more years of service with the Owasso Public Schools shall be granted fifteen (15) days of vacation on an annual basis. A maximum of thirty (30) vacation days may be carried over to the next year.

1. The scheduling of vacation days must be approved in advance by the Superintendent/Immediate Supervisor.

2. All vacation days not utilized or carried over will be forfeited, provided that in the event the Superintendent/Immediate Supervisor was unable to approve the scheduling of vacation days as requested by the employee or was unable to schedule an alternate time, the employee shall be reimbursed at the rate of pay for each day he/she would lose.

3. An administrator shall be entitled to reimbursement for unused vacation days at daily rate when accrued upon conclusion of employment, not to exceed thirty (30) days. For purposes of separation of employment, current year vacation payout will be based on an accrual rate consistent with the administrator's tenure with Owasso Public Schools as outlined below:
    a. Accrual rate for employees with less than ten (10) years of service: .83 days per month
    b. Accrual rate for employees with ten (10) or more years of service: 1.25 days per month

4. Authorized holidays falling within a vacation period are not chargeable to vacation.

Retirement Benefits

The Owasso Public Schools will offer its administrative employees a retirement benefit of $6,600 annually for four (4) years. Nothing contained in the benefit package shall oblige the Owasso Public Schools to make any payments pursuant to any retirement benefit contract in any fiscal year beyond the year in which it is offered, nor create or allow the creation of any unfunded liability on the part of the school district.

Other guidelines that apply are:

1) Retirement must occur with the Oklahoma Teachers' Retirement System (OTRS) with applicable points (80 or 90) obtained.
2) Fifteen (15) years must have been completed in the Owasso Public Schools. The immediate ten (10) years prior to retirement with TRS must also be spent in the District.
3) The benefit will be $550 monthly for 48 months and subject to all lawful withholdings.
4) Benefits are payable July 30th through June 30th.
5) The benefit amount is paid in lieu of all other benefits such as health, dental, life, etc.

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6) Retiree must annually enter into a contract with the Owasso Public Schools before the retirement benefit will be paid.

2.14 Summer Break

1. Notice of vacant certified and extra duty positions for the ensuing school year shall be posted on the website, internal e-mail, and at the Board office for a minimum of five (5) consecutive workdays prior to the filling of the position.
2. Teachers interested in receiving notice of a vacancy for a specific position, which may become vacant during summer break shall, prior to the last day of the school year, submit an e-mail notification to the Superintendent and/or building principal, specifying the position of interest. This e-mail shall provide the teacher's summer contact information. Once notified of a vacancy for which he/she has expressed an interest, a teacher will have five (5) days from postmark to apply for said position.

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2.15 Personnel Files

1. Teacher personnel files shall be maintained as follows:
    a. A working file in the principal's office.
    b. An official file in the superintendent's office.
    c. A medical file, if applicable to a particular teacher.
    d. Any reference to "file" or "files" in this section shall refer to the official file referenced in b., above.
2. Information from sources other than the personnel files may not be used in any action that adversely affects the teacher's employment status.
3. Material that may adversely affect a teacher's employment status shall not be placed in a teacher's files until the teacher has had an opportunity to read and sign and date the material to be filed. The teacher's signature shall signify that the teacher has read the material to be filed but not that the teacher necessarily agrees with its content. The teacher shall receive a copy of said material at the time of signing, at no cost to the teacher.
4. Teachers shall have the right to submit a written response to any material placed in their files within ten (10) days after viewing such material, and such response shall be attached to original material.
5. Copies of disciplinary materials placed in the official personnel file shall be provided to the affected teacher. The teacher shall be given an opportunity to sign and date the material. The teacher's signature and date of receipt of the materials shall indicate that the teacher received the material and date upon which the teacher received the material, and is not for the purpose of showing agreement or disagreement with the disciplinary material.
6. Upon presentation of written and notarized authorization by the teacher, the teacher or the teacher's designee may review the contents of the teacher's official personnel file or medical file, excluding confidential letters of reference or any other information precluded by law. The teacher may, upon request, receive copies of any material contained in his/her official file subject to payment of the cost of reproduction of the material. The cost shall be determined by the District's policy related to charges for open records.
7. The examination of a teacher's official file by persons other than the teacher or those authorized by the teacher as provided above is limited to District employees or board members who have a need for the information to complete their job duties and functions or others as authorized by law. Individuals authorized by law includes any member of the public who makes an open records request for the inspection or copying of records which are public records located in the teacher's official personnel file. A teacher shall be given a minimum of 24 hours' notice of an Open Records Act request related to the teacher's official file.
8. Upon mutual agreement of the teacher and the Superintendent or his/her designee, any materials related to discipline or reemployment shall be removed from the official personnel file after a period of two (2) years from the date of placement of the material in the file. No material shall be removed if adverse disciplinary action has occurred within two (2) years prior to the request for removal. In the event the request to remove is

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denied, the teacher may place a letter into the file addressing the reason for the request for removal of the material.

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2.16 Qualifications of Teachers

Teachers employed in the school system must possess a valid license or certificate and shall execute a written contract with the Board of Education. Teachers contracts shall be considered for renewal on or before April 10 each year.

Applications shall be considered by the administration. Selected applicants shall be interviewed by the administration and a recommendation shall be made to the board of education who shall make the final employment determination.

If Title I funds are received by the district, teachers hired in a program supported by such funds shall be “highly qualified”. By the end of the 2005-06 school year, all teachers within the District are required to be “highly qualified”. The No Child Left Behind Act (NCLB) defines “highly” qualified as an elementary or secondary school teacher who has obtained full state certification and has not had certification requirement waived on an emergency, temporary, or provisional basis.

Elementary teachers who are new to the profession must hold at least a bachelor’s degree and have demonstrated, by passing a rigorous state test, subject knowledge and teaching skills in reading, writing, mathematics, and other areas of the basic elementary curriculum. Middle and secondary school teachers, new to the profession, will be deemed to be highly qualified if the individual teacher holds at least a bachelor’s degree and has demonstrated a high level of competency in each of the academic subjects in which the individual teaches by passing a rigorous state academic subject test in each such academic subject; or has successfully completed a grade degree with coursework that is equivalent to an undergraduate major, or advanced certification or credentialing for each academic subject that the individual teaches.

Veteran regular teachers currently employed by the district will be identified as highly qualified if they:

1. Hold at least a bachelor’s degree; and
2. Have met the applicable standard for a teacher who is new to the profession, which includes an option for a test; or
3. Demonstrate competence in all the academic subjects in which the teachers teach, based upon a high objective uniform state standard of evaluation.

Special education teachers currently employed by the district will be identified as highly qualified if they:

1. Obtain full state certification as a special education teacher or pass a state special education teacher licensing examination;
2. Hold a license to teach special education and have not had certification or licensure requirements waived on an emergency, provisional, or temporary basis; earned at least a bachelor’s degree, and
3. Meets NCLB requirements regarding subject matter competence.

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Additional qualifications and terms of employment for teachers may be found in the standard teaching contract. Nothing in this policy shall be construed as limiting or expanding the terms of the employment contract.

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2.17 Reduction in Force Certified Teaching Personnel

General

1. Reasons for a Reduction in Force: Any teacher in the district may be non-reemployed for the following fiscal year when the board decides that due to (a) a financial necessity or (b) a program change or (c) a decline in enrollment or (d) other business inevitability as determined by the board, a reduction in the teaching staff for the following fiscal year is necessary.
2. Definitions: For the purpose of this section, the following terms have the stated meanings:
   - "Financial necessity" means a reduction in the district's financial resources that in the sole judgment of the board of education will result in a reduction in the district's current or future operating budget.
   - "Program change" means any elimination, curtailment or reorganization of a curricular/instructional offering, program or school operation or a reorganization or closing of a school or a consolidation of two or more individual schools or school districts.
   - "Declining enrollment" means a decrease in the district's total enrollment or enrollment in a particular program or curricular/instructional offering which in the sole judgment of the board of education may adversely affect the district's current or future funding and/or the necessity of maintaining certain current or future class sections or curricular/instructional offerings.
3. Criteria for Eliminating Positions: The primary standard in implementing any reduction in force shall be the maintenance of a sound and balanced educational program that is consistent with the functions and responsibilities of the district. In deciding which positions to eliminate, the superintendent and the board will consider the curriculum, instructional focus and the unique/multi-dimensional needs of students. Natural attrition will always be used as the first means of reducing the force.
4. Criteria for Non-reemployment of Teachers in Affected Positions: Once a determination has been made as to which positions should be eliminated then the primary basis that will be used in determining which teachers to retain in the affected-position(s) will be the composite evaluation rating of the teachers holding such positions as measured (to the nearest hundredth of a decimal point) by the district's Teacher and Leader Effectiveness Evaluation System (TLE) for each year in which the TLE has been in effect. If the composite ratings of the teachers in the affected positions are identical then the following, in this order, shall control:
   - Seniority in the district
   - The number of certifications held
   - Total years of teaching experience
   - A lot drawing made by the Superintendent in the presence of a member of the current OWEA negotiations team.
5. Bumping Rights:

- Only those teachers who have an average three year ranking that falls at the effective rating of 2.80 or above will be given bumping rights. If three years of rankings are not available, the district will use an average of available years. In order to bump, a teacher must be certified in the position they seek to move into and must meet all state and federal requirements necessary to hold that position.
- In the event a teacher eliminated through RIF is certified to hold a position other than the one being eliminated, said teacher may bump another teacher in that position, as long as the teacher has seniority over that other teacher as measured to the nearest hundredth of a decimal point.
- If the composite ratings of the teachers in the affected positions are identical then the following, in this order, shall control bumping:
  - Seniority in the district
  - The number of certifications held
  - Total years of teaching experience
  - A lot drawing made by the Superintendent in the presence of a current member of the OWEA negotiations team.

6. Procedures for Reduction in Force:
   - Action by Superintendent: The superintendent, upon receipt of the board's preliminary determination of the necessity for a reduction in force, or upon the superintendent's own decision, shall submit to the board the superintendent's written recommendations for eliminating particular teaching positions. In making recommendations, the superintendent shall not be limited to considering only positions in the areas or programs designated by the board and shall consult with each relevant principal or other district administrator in whose school or unit a position elimination is proposed and shall take into consideration the criteria set out herein.
   - Action by Board: In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation, the board may initiate action without such recommendation provided that it adheres to the other provisions of this Reduction in Force Agreement.
   - Notice and Hearing Procedures: Prior to taking any action to non-reemploy a teacher due to reduction in force, whether acting on a recommendation of the superintendent or on its own decision, the board shall provide written notice and an opportunity for hearing to the affected teacher; provided however, because the law does not provide nonrenewal hearings for teachers on temporary contracts, no hearing opportunity shall be afforded any teacher on a temporary contract with notice of the expiration of the temporary teacher's contract at the end of the school year being provided to the temporary teacher. The notice and board hearing procedures for teachers other than temporary teachers shall be the same as those provided by Oklahoma law regarding non-reemployment of teachers. Notice of a recommendation of non-reemployment shall be given to the teacher prior to the applicable deadline set by law.

- Board hearing: At the board hearing, evidence may be presented by the administration and the teacher as to whether a reduction in force is reasonably necessary and is being made in good faith and for the best interests of the district and whether the recommendation to not renew the specific teacher is being made in good faith under this Reduction in Force Agreement.
- Effect of the board decision: The decision of the board based on the evidence presented at the hearing shall be final and non-appealable.

7. Re-employment or Other Employment:
   - Recall: For one school year after the effective date of non-reemployment due to a reduction in force, the board of education shall not fill positions eliminated through reduction in force without first offering such positions to the non-reemployed and eligible teachers. In order to be an “eligible teacher” for recall, the teacher, at the time of the reduction in force, must have had an overall composite evaluation rating, for the time period used, of at least 2.80 on a scale of 5.00 and be certified and qualified to teach in the open position. Recall shall be in the reverse order of the reduction in force. In the event one or more teachers eligible for recall are equal in all criteria used in the reduction procedure, the superintendent/superintendent designee shall have authority to select the teacher believed to best fit the needs of the district.
   - Recall Procedures: The offer of reemployment shall be made personally and by certified mail, return receipt requested, and the teacher shall be notified in such notice that if the teacher wishes to accept, the teacher must do so in writing within five (5) calendar days of his receipt of notice. It is the responsibility of the teacher to keep full, accurate and current mailing addresses/phone numbers up-to-date with the payroll office. Failure to receive acceptance within five (5) calendar days or rejection of the offer of reemployment eliminates all reemployment rights of the teacher.
   - Status after Recall: A career teacher who has been non-reemployed and who is then reemployed within one school year shall be reinstated as a career teacher. A probationary teacher who is non-reemployed but is then reemployed within one school year shall be given credit for the time already served as a probationary teacher for the purpose of determining eligibility for career teacher status.

2.18 Resignation of Certified Personnel

1. Resignations must be dated and submitted in writing to the superintendent stating the effective date of resignation. Equivocal resignations may not be accepted.
   a. A resignation to be effective at the conclusion of a school year must be received no later than fifteen (15) days after the first Monday in June.
   b. A resignation to be effective at any other time or to be effective at the conclusion of the school year but received after fifteen (15) days following the first Monday in June does not sever the employment relationship until approved by the Board.
2. Resignations offered during the course of the school year will not be accepted unless the superintendent determines that arrangements can be made to avoid detrimental impact on efficient operation of the school. When a teacher resigns after completing a school year, has a change of plans, and requests that the resignation be rescinded, such request may be approved at the discretion of the Board of Education if the teacher has completed the previous school year and is available for the beginning of the following school year without any significant loss of teaching time.
3. A resignation may not be withdrawn after it has been accepted by the superintendent/designee and will be considered irrevocable from that date.
4. Upon receipt of a written resignation from a certified employee the superintendent/designee shall:
   a. Make a record of the date upon which the written resignation was submitted either by reference to a certified mail receipt or by writing on the face of the resignation the date of receipt and his/her initials.
   b. Place upon the agenda of the next Board of Education meeting consideration of the resignations received.
5. The Board of Education may accept or decline to accept the resignation of a certificated employee. Provided, that the Board of Education by adoption of this policy authorizes the superintendent/designee to accept the resignation of those employees submitting resignations no later than fifteen (15) days after the first Monday in June to be effective at the conclusion of the then current school year.
6. Payment of final compensation shall be processed and disbursed at the scheduled times.

Amended September 2011
Amended July 2008

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2.19 Right to Representation

1. If documentation of a disciplinary conference is to be made, teachers shall be informed prior to the conference of the right to have a representative, who is a member of the bargaining unit, be present at the conference.
2. During an administrative conference, defined as a meeting that could result in disciplinary action of that teacher, the teacher may have a witness from within the building present.

2.20 Rules of Conduct for Certified Personnel

The School District has certain rules of conduct which must be observed to insure the efficient, orderly, and safe operation of the School District. In keeping with the concept of progressive discipline, certified personnel who fail to abide by these basic rules will be subject to corrective discipline ranging from verbal warning through discharge for major offenses or for repeated infractions or uncorrected conduct.

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2.21 Salary Schedule Placement and Advancement

The Board of Education will annually adopt a salary schedule for its regular teaching and administrative personnel based upon education, prior experience, and experience in this school district. The schedule will remain in effect until changed or modified by the Board. No teacher will be paid less in salary and/or fringe benefits than is required by law.

1. **Teachers**
   a. When employed, teachers shall be placed on the appropriate salary step on the teachers' salary schedule, which corresponds to the number of years of experience credited by the State Department of Education.
2. **Administrators**
   a. When employed, administrators will normally be placed on step one (1) of the administrator's salary schedule. Upon recommendation of the superintendent and approval of the Board, newly hired administrators may be placed on a salary step above step one.
3. **Advancement**
   a. School District employees shall advance on the salary schedule at the rate of one (1) year for each year of creditable service after initial employment. For salary advancement purposes only, a year of creditable service must be at least one-hundred and twenty (120) days.
   b. Should a teacher obtain an advanced degree the teacher is entitled to an adjustment in salary if he/she meets the following criteria.
      i. Advancement for an advanced degree must be documented prior to the signing of a current contract. Completion of the advanced degree during a contract year will not be approved until the next contract year.

   c. Should a teacher obtain hours above his/her degree, the hours must be obtained from an accredited college or university and must be in:
      i. Education degree program
      ii. Area of current certification.
   d. New education certificate plan. Additional hours will be counted only after a bachelors or master's degree in education has been obtained.

      Exception:

      All hours towards teacher certification, post bachelor's degree, would count as additional hours on the salary schedule if certification is obtained in the same area as the bachelor's degree.
   e. All additional hours must be submitted by the first business day in September by official transcript to the Assistant Superintendent of Human Resources.
4. **Salary Schedule Documentation**

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a. School District employees who begin their employment prior to providing all official documentation required of their position shall be compensated at a daily rate of pay equal to a substitute teacher.

b. Except as otherwise provided by law, no substitute teacher shall be employed for a total period in excess of thirty-five (35) school days during a school year unless he or she is the holder of a valid teaching certificate.

c. Official documentation provided within the first thirty-five (35) teaching days of employment establishing retroactive qualification for the position shall result in a salary adjustment retroactive to the first of the semester.

d. Official documentation provided after the above dates will result in a salary adjustment on the date of receipt of such documentation.

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2.22 School Year Calendar

The school year calendar shall consist of a minimum of 175 instructional days and five (5) professional days. It is required that all incoming teachers attend one (1) day of new teacher orientation, and all teachers participate in parent/teacher conference days during the year.

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2.23 Staff / Professional Development

1. **Policy** - It is the policy of the Owasso Board of Education that teachers and other employees shall continue their professional growth through seminar and workshop attendance and membership in professional organizations. The board believes that it has a responsibility to provide opportunities for the continual growth of its professional staff. Such opportunities shall include, within budgetary limitation, special in-service training courses and workshops as recommended by the Teaching and Learning Department, the professional development committee and/or the Board. Staff members are encouraged to seek additional and higher degrees, to obtain further certification, and become more proficient, not only in their subject area, but also in their ability to handle discipline, to motivate students, and to cope with both personal and job-related stress.
2. **Committee** - The professional development committee shall be comprised of certified staff from across the school district who represent a wide array of teaching and professional disciplines. In order to ensure equitable representation of stakeholders, and to procure reasonable feedback about professional learning opportunities, the appointment of committee members shall utilize set organizational structures within the Teaching and Learning Department as outlined in the school district's Professional Development Guidance document.
3. **Mandatory Activities** - When classes are dismissed for professional development activities, certified staff are expected to attend professional meetings. If not in attendance, the employee will be charged the appropriate leave for their absence(s). I fan employee is out of leave, they will be charged a sub-deduct day or pay-deduct day, whichever is appropriate. Regardless of absence or leave taken, the individual must maintain state and district regulations regarding professional development requirements.
4. **Regulations**
    a. The State of Oklahoma and the school district require certified staff to accumulate 75 professional development points in a 5-year block. (1 point is equivalent to 1 clock hour)
    b. Owasso Public Schools requires a minimum of 15 points per year.
    c. OPS provides at least 15 hours of professional development during scheduled professional development days annually. At a minimum, it is the expectation of every certified staff member to complete these hours.
    d. Certified staff are required to track and maintain documentation of their professional development points.
    e. Failure to fulfill the professional obligation to complete professional development training hours may result in action by the board of education.

2.24 Staff Meetings

Teachers will attend all meetings called by the Superintendent, building principal or department chairman. Teachers who fail to attend scheduled staff meetings without prior approval, or are consistently tardy, will be subject to disciplinary action deemed appropriate by the building principal.

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2.25 Standards of Performance and Conduct

The following standards of conduct for teachers are adopted pursuant to state law. Teachers are charged with the education of the youth of this state. In order to perform effectively, teachers must demonstrate a belief in the worth and dignity of each human being, recognizing the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles.

In recognition of the magnitude of the responsibility inherent in the teaching process and by virtue of the desire for the respect and confidence of their colleagues, students, parents, and the community, teachers are to be guided in their conduct by their commitment to their students and their profession.

Principle I

Commitment to the Students

The teacher must strive to help each student realize his or her potential as a worthy and effective member of society. The teacher must work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the teacher:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning;
2. Shall not unreasonably deny the student access to varying points of view;
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress;
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety;
5. Shall not intentionally expose the student to embarrassment or disparagement;
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly:
    a. Exclude any student from participation in any program;
    b. Deny benefits to any student; or
    c. Grant any advantage to any student;
7. Shall not use professional relationships with students for private advantage;
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted by law or is required by law;

Principle II

Commitment to the Profession

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

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

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

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications;
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute;
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position;
5. Shall not assist an unqualified person in the unauthorized practice of the profession;
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law;
7. Shall not knowingly make false or malicious statements about a colleague;
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

Principle III

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

1. Willful neglect of duty;
2. Repeated negligence in performance of duty;
3. Mental or physical abuse to a child;
4. Incompetency;
5. Instructional ineffectiveness;
6. Unsatisfactory teaching performance; or
7. Commission of an act of moral turpitude.
8. Abandonment of contract.

Amended September 2024
Amended April 2019

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

A teacher shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued, if during the term of employment, the teacher is convicted in the state, the United States, or another state of;

1. Any sex offense subject to the Sex Offender Registration Act in this state or subject to another state's or the federal sex offender registration provisions; or
2. Any felony offense.

A teacher may be dismissed, refused employment or not reemployed after a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties. As used in this subsection:

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

A teacher may be dismissed, refused employment, or not reemployed after a finding that such person has, either in the presence of a minor or in a manner that such person has participated in making available to a minor online, engaged in sexual acts, acts that appeal to the prurient interest in sex as found by the average person applying contemporary community standards, or acts that excessively promote sexuality in light of the education value of the material and in light of the youngest age of any student with access to said material.

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

2.26 Student Teacher Placement

The acceptance of student teachers represents a commitment by the School District to continued development of qualified and responsible members of the teaching profession. Placement of a student teacher will be assigned from those teachers who have requested student teachers through their building principal. The names of teachers requesting student teachers will be submitted to the superintendent's designee for final placement.

Student teachers will be subject to applicable policy and procedures as a staff member during the duration of their entire program.

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2.27 Suspension, Dismissal and Non-reemployment of Certified Personnel

It is the policy of the Owasso Public Schools Board of Education that a teacher or administrator may be suspended from employment in accordance with state law and the accreditation standards. Such suspension will be with pay, pending additional due process procedures.

1. **Definitions and Scope**
   a. "Teacher" means a duly certified or licensed person who is employed to serve as a counselor, librarian, school nurse, or any instructional capacity. An administrator shall be considered a "teacher" only with regard to service in an instructional, non-administrative capacity.
   b. "Dismissal" means the discontinuance of the teaching service of a teacher during the term of a written contract.
   c. "Non-reemployment" means the nonrenewal of a teacher's contract upon expiration of the contract.
   d. "Suspension" means the temporary discontinuance of a teacher's services during the term of a contract pending dismissal or non-reemployment.
   e. "Career teacher" means a teacher who:
      i. was employed by the School District prior to the 2017-2018 school year and has completed three (3) or more consecutive complete school years in such capacity in the School District under a written teaching contract; or
      ii. was first employed by the School District during or after the 2017-2018 school year under a written teaching contract and:
         - completed three (3) consecutive, complete school years in the District and has an evaluation rating of “superior” for at least two (2) of those years.
         - completed four (4) consecutive, complete school years in the District with averaged ratings of “effective” or higher for the four (4) year period with ratings of at least “effective” for the last two (2) of the four (4) years; or
         - completed four (4) consecutive, complete school years in the District and was granted career status by the board of education after the applicable principal and superintendent petitioned the board to grant the teacher career status. (The principal’s petition must specify the facts which support granting career status.)
   f. "Probationary teacher" means a teacher who:
      i. was employed by the District prior to the 2017-2018 school year and has completed fewer than three (3) consecutive, complete school years in such capacity in the School District under a written teaching contract; or
      ii. was employed by the District during or after the 2017-2018 school year under a written teaching contract and has not met the requirements to be a career teacher as described above.
      iii. is employed by the District on an emergency or provisional certificate.

g. "Abandonment of contract" means a teacher's failure to report at the beginning of the contract term or otherwise perform the assigned duties when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the employment contract.

h. This policy does not apply to:

i. substitute teachers,

ii. adult education teachers or instructors,

iii. nonrenewal of teachers employed on temporary contracts for a complete year;

iv. nonrenewal and dismissal of teachers employed on temporary contracts for less than a complete school year.

v. administrators, except with regard to service in an instructional, non-administrative position.

i. This policy does apply to teachers employed in positions *fully funded* by federal or private categorical grants in regard to dismissals or suspensions during the term of employment under the grant, but not in regard to "non-reemployment" at the expiration of the grant.

2. **Grounds for Dismissal or Non-reemployment**

A. A career teacher may be dismissed or not reemployed for:

i. willful neglect of duty,

ii. repeated negligence in performance of duty,

iii. incompetency,

iv. unsatisfactory teaching performance,

v. instructional ineffectiveness, (starting in 2017-2018 this includes but is not limited to being evaluated as "needs improvement" or lower for three (3) consecutive years).:

vi. mental or physical abuse to a child,

vii. commission of an act of moral turpitude,

viii. abandonment of contract,

ix. criminal sexual activity or sexual misconduct (as those terms are defined by law) which has impeded the effectiveness of the teacher's performance of school duties,

x. failure to meet local school board staff development requirements (non-reemployment only)

xi. engaging in acts which could form the basis of criminal charges sufficient to result in denial/revocation of a teaching certificate, or

xi. any other grounds hereafter allowed by law.

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

i. conviction of a felony,

ii. conviction of any sex offense subject to Oklahoma's Sex Offenders Registration Act or another state's or the Federal Sex Offender Registration Provisions,

iii. instructional ineffectiveness. Starting in 2017-2018, this includes, teachers with an ineffective rating for two (2) consecutive school years.

C. A probationary teacher may be dismissed or not reemployed for cause, including but not limited to receiving a qualitative or quantitative rating of "ineffective" for two (2) consecutive school years after full implementation of TLE.

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

i. conviction of a felony,
ii. conviction of any sex offense subject to Oklahoma's Sex Offenders Registration Act or another state's or the Federal Sex Offender Registration Provisions,

E. A cause listed 2A(i) - (v) for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless corrective action procedures involving admonishment / plan for improvement have been followed. Dismissal or non-reemployment for any cause not listed in 2A (i) - (v) for a career teacher, or not related to inadequate teaching performance for a probationary teacher, shall not require corrective action procedures (i.e. admonishment) to be followed.

F. Corrective Action – Admonishment / Plan for Improvement

i. When an evaluator who has evaluated a teacher pursuant to School District policy identifies poor performance, conduct or an evaluation rating which the evaluator believes may lead to a recommendation for the teacher's dismissal or non-reemployment, the evaluator shall:

- admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
- establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the rating on the evaluation or the nature and gravity of the teacher's performance or conduct.

ii. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or non-reemployment of a teacher, the evaluator who has responsibility for evaluation of the teacher shall be informed and shall admonish the teacher as described above. If the evaluator fails or refuses to admonish the teacher within ten (10) days after being informed of the problem,

the board, superintendent or other administrator who identified the problem shall admonish the teacher.

iii. If the teacher does not correct the poor performance or conduct cited in the admonishment within the time specified, the admonishing official shall make a recommendation to the superintendent for the teacher's dismissal or non-reemployment. The superintendent shall furnish a copy of the recommendation to the board of education.

3. **Procedures for Dismissal or Non-reemployment**

A. Commencement of Action

i. Whenever the superintendent determines that cause exists for a district teacher's dismissal or non-reemployment, the superintendent shall submit a written recommendation to the board of education. The recommendation shall state the specific ground(s) (statutory grounds, in the case of a career teacher) and specify the underlying facts on which the recommended is based.

ii. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation as to reemployment of a teacher, the board may initiate dismissal or non-reemployment action without a recommendation provided that it adheres to the other provisions of this policy and that the corrective action procedures, if applicable, have been followed.

B. Suspension

If a district that has received notice under Oklahoma Accreditation Standard 210:35-3-86, section (g) that an investigation or certification review of a certified employee has been commenced by the State Department of Education, the employee may be placed on administrative leave. The determination as to whether the employee will be placed on leave is a decision of local control. If the district does not place such certified employee on administrative leave during the time that such employee is under investigation for certification revocation, and that employee's certification is revoked at the conclusion of that investigation, the district shall be given a health and safety deficiency.

Whenever the superintendent believes that cause exists for a teacher's dismissal a and that the immediate suspension of the teacher would be in the best interests of students, the superintendent, or the local board of education on the recommendation of the superintendent, may suspend the teacher without notice or hearing. The suspension shall not deprive the teacher of any teaching compensation or other benefits to which he/she would otherwise be entitled under the teaching contract or law. Within ten (10) days after the suspension becomes effective, the local board of education shall initiate a hearing for dismissal pursuant to this policy. However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the teacher's case is finally adjudicated. The extension shall not include any appeal process.

Whenever the local board of education or the administration of a school district has reason to believe that cause exists for the dismissal of an administrator, and

when they are of the opinion that the immediate suspension of an administrator would be in the best interests of the children in the district, the local board of education or the superintendent of the school district may suspend the administrator without notice or hearing. However, the suspension of the administrator shall not deprive the administrator of any compensation or other benefits to which he or she would otherwise be entitled under his or her contract or pursuant to law. Within ten (10) days after the suspension becomes effective, the local board of education shall initiate proceedings pursuant to Section 6-102.4 of this title to have the administrator dismissed. However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the administrator's case is finally adjudicated. Provided, however, such extension shall not include any appeal process.

C. Notice and Hearing

i. Prior to taking action to dismiss or non-reemploy a teacher, the board clerk or designee shall deliver a copy of the recommendation (or comparable statement of the grounds and underlying facts if the board is acting on its own volition) and notice of hearing rights to the affected teacher. The notice shall contain the date, time, and location of the hearing and shall be delivered by (i) certified mail, restricted delivers, return receipt requested; (ii) personal delivery, with a signed acknowledgment of receipt from the teacher; or (iii) process server. Delivery must be made to the teacher prior to the first Monday in June for a non-reemployment. The hearing shall be held between 20 and 60 days from the teacher's receipt of the hearing notice.

ii. The teacher hearing before the board of education shall be conducted pursuant to procedures established by the State Department of Education. In the absence of or to the extent not inconsistent with those procedures, the hearing shall be conducted as prescribed in the paragraphs below.

iii. The hearing shall commence with a statement to the teacher of the teacher's rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the teacher's dismissal or non-reemployment. The teacher shall then have the right to present the teacher's side of the matter. After both the school administration and the teacher have fully presented their respective positions, the board of education shall deliberate on the evidence regarding the teacher's dismissal or non-reemployment in executive session.

iv. At the hearing, the teacher shall be entitled to be represented by counsel, to cross-examine witnesses presented by the school administration, to present witnesses on the teacher's behalf and to present any relevant evidence or statement which the teacher desires to offer. The burden of proof for any dismissal or non-reemployment shall be on the superintendent (or designee), and the standard of proof shall be a preponderance of the evidence.

v. After due consideration of the evidence and testimony presented at the teacher's hearing, the board shall vote, in open session, on the following: (1) findings of fact based on the evidence submitted and (2) whether to dismiss or non-reemploy the teacher. The decision shall be made by a majority of the board of education members present at the meeting and shall be final and

non-appealable.

The motion to dismiss or non-reemploy the teacher should state the specific cause for dismissal or non-reemployment, although such cause need not be a statutory cause for a probationary teacher.

vi. The teacher shall be sent notice of the board's decision by certified mail, restricted delivery, return receipt requested, or substitute process. The notice shall state the basis for the board's decision.

vii. The teacher shall receive any compensation or benefits to which the teacher is entitled until such time as the board's decision is final. If the teacher's hearing is for non-reemployment, and not for dismissal, the teacher's compensation and benefits may continue only until the end of the teacher's current contract.

D. Criminal Matters

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

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

2.28 Termination of Employment

1. Procedures for the dismissal or non-reemployment of certified staff are governed in large part by state law.
2. Every certified employee recommended for dismissal or non-reemployment shall be provided the full procedural safeguards to which he/she is entitled.
3. No recommendation for dismissal or non-reemployment shall be made without adequate documentation.
4. This section does not apply to non-reemployment to effectuate a reduction in force.

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2.29 Tutoring

The Board of Education encourages teachers to give assistance to their students for the purposes of remediation and/or enrichment. Faculty members may use their classrooms without charge before and after the school day to work with students when no remuneration is received. Attendance at and participation in school related meetings or activities, holds precedence over tutoring.

Teachers tutoring students for remuneration will be expected to comply with District policies and procedures concerning facilities use. Such teachers must pay the prevailing facilities use charge when their use of the classroom extends beyond 6:00 p.m. on regular school days. The use of classrooms during the evenings, summer, holidays, or weekends will be at the prevailing facilities use fee. Teachers using school facilities for tutoring or non-school sponsored group instruction will be responsible for the supervision of the participating students. Under no circumstances shall this policy be construed as requiring the School District to pay for private tutoring.

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2.30 Work Schedule - Administrators

1. The scheduled work day for administrators is determined by the Superintendent, and administrators shall remain at work as assigned by the Superintendent.
2. School administrators will be expected to remain in their school so long as such is necessary to insure the safety of students and personnel. School administrators shall never leave students in a school building without the supervision of an adult or adults.

Amended April 2019
Amended September 2015
Amended September 2007

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2.31 Work Schedule – Instructional Staff

Teacher Duty Day

1. Teachers shall report to work thirty (30) minutes before the student day and remain at work twenty (20) minutes after the student day for a total of seven (7) hours and twenty (20) minutes, or until assigned duties have been completed, whichever is later.
2. Teachers may be required to stay later for staff meetings. Each building principal shall designate a specific weekday for said meetings. When staff meetings are necessary on other days, all teachers will be required to attend unless excused by the principal.
3. Every effort shall be made to schedule staffing/parent conferences during the teacher's planning period. The teacher may be required to stay later when this is not possible.
4. Teachers may be required to attend other school functions.

Duty Free Lunch

1. Teachers shall be scheduled for a minimum of fifteen (15) minutes of duty-free lunch each day.
2. When necessary, the principal may require teachers to forego their duty-free lunch in order to accept responsibilities related to the function of the school. Such assignments shall be made in an equitable manner.
3. Teachers shall be permitted to leave school during lunch after checking out in the principal's office. If the practice is abused by teachers it shall be dealt with on an individual basis. When necessary the principal may require teachers to remain in the school during lunch.
4. An extra duty position will consist of a person or persons to perform two (2) hours of duty during the lunch period for grade levels K through 12. This position will relieve teachers of those two (2) hours of lunch/recess duty. The person or persons hired for this position may not perform any other duties during this time period.
5. The Extra Duty Lunch Time Position will be posted and offered to teachers before anyone else. Teachers will have first choice to accept or refuse the Extra Duty. This position will then be offered to other applicants only if no teacher or teachers accept the position.
6. Certified personnel volunteering to perform lunch duty will receive annual extra duty compensation in the amount of two thousand, one hundred fifty dollars ($2,150.00).
7. Non-certified persons employed in the Extra Duty Lunch Time position/s will receive a minimum of ten dollars ($10.00) per hour. The two (2) hours may be broken up into small periods of time.

Planning Period

1. Secondary classroom teachers shall be scheduled for one (1) duty-free planning period each day.

2. Elementary classroom teachers shall be scheduled for a minimum of two hundred (200) minutes of duty-free planning time during the student work day each week.

3. Teachers may be required to forego planning time to accept responsibilities related to the school.
4. In the even a teacher, during his/her planning is required to cover another teacher's class for a school function or chargeable absence the teacher will be compensated at the current hourly substitute rate.

Work Year

1. The standard contracted work year for teachers shall be 180 days unless mutually agreed to by the Board and Association.

2.32 Working Conditions

1. The Board shall provide healthy and safe working conditions.
2. A teacher may report, in writing, any perceived inadequacy in healthy or safe working conditions to the principal.
    a. The principal will respond, in writing, as to any action taken, within a reasonable time.
    b. If the teacher is not satisfied with the principal's response, the teacher may forward the written request to the Superintendent's office.

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2.33 Resident Teachers and Related Committees

As required by H.B. 2885 (2014) all new teachers, called *resident teachers*, must participate in a residency program starting in school year 2015-2016. A resident teacher means a person employed to serve as a counselor, librarian or classroom teacher or in any other instructional capacity and under the guidance of a mentor teacher or residency committee.

Teachers participating in the residency program include all new teachers regardless of certification path (traditional, alternative, or emergency), as well as teachers working in a new role, such as classroom teacher moving to counselor role.

Definitions:

Teacher
A person employed as a counselor, librarian, school nurse or classroom teacher

Resident teacher
A certified teacher serving as a classroom teacher under the guidance of a mentor teacher or teachers and a residency committee

Mentor
A teacher who has been appointed to provide guidance, support, coaching and assistance to a resident teacher

Residency committee
A committee appointed by a local school board and consisting of one or more people for the purpose of providing professional support, mentorship and coaching to the resident teacher

Guidelines and Assignments for Resident Teacher Positions

- Placement aligns with development of teacher effectiveness and promotion of teacher retention
- Yearlong self-growth accountability and acknowledgment of impact on student learning
- Possible participation in Communities of Practice and/or a Self-Inquiry Plan

Guidelines and Requirements for Mentor Teachers Qualifications

- Current or former classroom teacher
- Minimum of two years of classroom teaching experience as a certified teacher
- Similar certification as the resident teacher when possible

Selection

- Selected by principal from list of volunteers with opportunity for input from bargaining agency

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- Strong pedagogical and instructional knowledge with commitment to reflective self-growth

Duties

- Meet with resident teacher on a regular basis
- Work with the resident teacher on classroom management and professional development
- Provide professional support, mentorship and coaching

Guidelines for Appointment and Function of a Residency Committee

- District school board appoints the committee which may include one or more mentor teachers, principal or assistant principal, administrator designated by board, or teacher education/ representative from higher education.
- At least one member of committee shall have experience in the teaching field of resident teacher
- Guidance in district/school orientation, curriculum planning, classroom management, technology use, data-informed impact and diversity training. Observation with pre- and post-conferencing and access for resident teacher to observe colleagues
- The State Department of Education's interpretation of HB 2885 is that a new teacher must have at least a mentor. As long as new teachers have been assigned to work collaboratively with a mentor, a school is in compliance with the statute. The decision to use a Teacher Residency Committee, following the guidelines noted above, belongs to the district to determine.

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2.34 Evaluation of Administrative Personnel

The superintendent shall be evaluated by the board of education annually pursuant to the district's policy governing the evaluation of the superintendent. All other administrators shall be evaluated annually by properly trained personnel designated by the superintendent. The evaluation will be based on the district's TLE model and a written copy of the evaluation will be provided to the administrator. The completed evaluation instrument and any timely administrator response shall be included in the administrator's personnel file.

Any principal who has received a rating of "ineffective" as measured pursuant to the district's Oklahoma Teacher and Leader Effectiveness Evaluation System for two (2) consecutive school years shall not be reemployed by the district, subject to the due process procedures provided by law.

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

Adopted September 2012

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2.35 Employment of Substitute Teachers

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

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

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

- maximum of 135 days per school year if the substitute does not have a current or lapsed/expired teaching certificate or bachelor's degree, with a maximum of 90 days in the same assignment;
- maximum of 145 days if the substitute has a lapsed/expired certificate or possesses a bachelor's degree, with a maximum of 100 days in the same assignment; or
- no limit on the number of days within the district or in the same assignment if the substitute holds a valid certificate.

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

Amended June 2019
Adopted September 2012

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2.36 Break Time for Nursing Mothers

Nursing mothers may take a reasonable break time to express breast milk for a nursing child. The breaks must be at a mutually agreeable time. In addition, each work location will provide a private place, other than a bathroom, for the mother that is shielded from view and free from intrusion from coworkers and the public. Please contact your supervisor or the director of Human Resources to make appropriate arrangements.

SECTION 3 | SUPPORT PERSONNEL

3.01 Absence from Job

The School District recognizes that School District personnel must on occasion be absent from work. Therefore, the School District provides categories of leave that will enable School District personnel to be absent when necessary. Please find and review the current Leave Policy 3.12

1. Regular job attendance is expected of every employee. An employee who is unable to report to work is expected to notify his/her immediate supervisor as soon as possible so that temporary replacements and work schedules may be arranged accordingly. Each employee will be given specific instructions pertaining to the place and time to call in reporting work absences. A note from a physician will be required following use of more than three (3) consecutive days of sick leave.
2. If an emergency travel situation exists due to snow and icy roads the employee is expected to be at work on time, unless the situation is verified by a school official and work absence is authorized.
3. An unauthorized absence from the job during regular work hours including absences for a portion of a workday shall be without pay and may be grounds for dismissal.
4. Following any unauthorized absence/s a pay deduct will be implemented and the employee will also be subject to additional applicable consequences given or recommended by the immediate supervisor of the employee. Consequences will include one or more of the following: verbal warning, implementation of a Plan of Improvement, reduction to substitute status, suspension without pay, termination or non-reemployment.

Amended April 2019
Amended July 2008

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3.02 Accidents

An accident that results in injury to an employee must be reported to the employee's supervisor immediately. If an injury requires medical attention and the supervisor so directs, the employee will report to the doctor or emergency room for medical care.

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3.03 Alcohol and Drug Testing for Bus Drivers

Purpose

The purpose of this policy is to prevent accidents and injuries resulting from alcohol or controlled substance use by drivers of commercial motor vehicles. This policy is intended to comply with the school district's mandatory obligations under regulations issued by the United States Department of Transportation (“DOT”).

Definition of Terms

Certain terms used in this policy have the following meaning unless the context plainly shows otherwise:

1. "Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol.
2. "Alcohol concentration" means the number of grams of alcohol (for example: 0.04) in 210 liters of expired deep lung air.
3. “Alcohol confirmation test” means a subsequent test using an EBT (a breath testing device), following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.
4. “Alcohol screening device” (“ASD”) means a breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration and placed on a conforming products list for such devices.
5. "Alcohol use" means the drinking or swallowing any beverage, mixture or preparation, including any medication, containing alcohol.
6. "BAT" means a qualified breath alcohol technician.
7. “Blind specimen” means a specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from an employee specimen.
8. “Cancelled test” means a drug or alcohol test that has a problem identified and cannot be or has not been corrected. A cancelled test is neither a positive or a negative test.
9. "CDL" means commercial driver's license.
10. “Collection site” means a place selected by the employer where employees present themselves for the purpose of providing a urine specimen for a drug test.
11. “Confirmatory drug test” means a second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite.
12. “Confirmed drug test” means a confirmatory drug test result received by a MRO from a laboratory.
13. "Controlled substance" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), opiates, or a metabolite of any of these substances.

14. “Designated employer representative” (“DER”) means an employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer.
15. “Dilute specimen” means a urine specimen with creatinine and specific gravity values that are lower than expected for human urine.
16. "Driver" means: (i) a school district employee who is required to have a CDL to perform the employee's duties; (ii) employees of independent contractors who are required to have CDLs; (iii) owner-operators; (iv) leased drivers; and (v) occasional drivers.
17. "EBT" means an evidential breath testing device on the National Highway Traffic Safety Administration's Conforming Products List for Evidential Breath Measurement Devices for the evidential testing of breath at the .02 and .04 alcohol concentrations.
18. "Federal Act" means the Omnibus Transportation Testing Act of 1991 and the regulations issued by the United States Department of Transportation pursuant to that Act.
19. “Oklahoma Act” means the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.
20. “Initial drug test” means the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.
21. “Initial validity test” means the first test used to determine if a specimen is adulterated, diluted, or substituted.
22. “Invalid drug test” means the result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.
23. “Medical review officer” (“MRO”) means a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.
24. "Safety-sensitive function" means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.
25. “Screening Test Technician” (“STT”) means a person who instructs and assists employees in the alcohol testing process and operates an ASD.
26. “Service agent” means any person or entity, other than an employee of the employer, who provides services specified under this part to employers and/or employees in connection with DOT drug and alcohol testing requirements.
27. “Split specimen” means a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.
28. “Stand-down” means the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the

MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed a verified test.

29. "Substance Abuse Professional" ("SAP") means a person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.
30. "Substituted specimen" means a specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.
31. "Verified test" means a drug test result or validity testing result from a United States Department of Health and Human Services certified laboratory that has undergone review and final determination by the MRO.

Required Testing & Consent

The following testing is required of all drivers:

Pre-Employment Testing and Consent

A driver must pass an alcohol and controlled substance test prior to performing a safety-sensitive function. The test will be conducted during the hiring process or immediately before the driver first performs a safety-sensitive function.

1. Alcohol Testing
   i. A driver may not commence the performance of duties unless the test shows a concentration of less than 0.04. If the test shows a concentration of between 0.02 and 0.04, no safety-sensitive duties may be performed for at least 24 hours.
   ii. A pre-employment alcohol test will *not* be required if:
      a. The driver has undergone an alcohol test required by the Federal Act within the previous six weeks and tested under 0.04; and
      b. The driver provides evidence that no prior employer of the driver has any record of alcohol misuse by the driver within the previous six months.
2. Controlled Substances
   i. The driver must receive a confirmed negative controlled substance test result from a medical officer, except that no testing is required if:
      a. The driver has participated within the previous 30 days in a drug testing program meeting the requirements of the Federal Act; and
      b. While participating in the program, the driver either (a) was tested for controlled substances within six months prior to the date of employment application or (b) participated in a random controlled substance testing program for the 12 months prior to the date of the employment application; and
      c. The employer ensures that no prior employer of the driver of whom the employer has knowledge has records of a violation of this part or the

controlled substance use rule of another DOT agency within the previous six months.

3. Pre-employment Consent

   i. The school district shall request the driver's written consent to obtain the following information from DOT-regulated employers who have employed the driver during the two (2) years before the date of the driver's application to a position requiring safety-sensitive duties:

      a. Alcohol tests with a result of 0.04 or higher alcohol concentration;

      b. Verified positive drug tests;

      c. Refusals to be tested (including verified adulterated or substituted drug test results);

      d. Other violations of DOT agency drug and alcohol testing regulations; and

      e. Documentation of the driver's successful completion of return-to-duty requirements (for those drivers who have violated a drug or alcohol regulation). If the previous employer does not have this documentation, the school district shall request that the driver produce it.

      f. A driver may not perform safety-sensitive functions if s/he refuses to consent in writing to the release of the above information.

      g. Drivers are responsible for furnishing the district with accurate information regarding their employment history, including accurate identification of all former DOT-regulated employers.

      h. The school district shall maintain a written, confidential record of the information obtained or of the good faith efforts made to obtain the information. This record shall be maintained for three years from the date of the driver's first performance of safety-sensitive functions.

      i. Prior to the driver's first performance of safety-sensitive functions, the school district shall ask the driver whether s/he has tested positive, or refused to test, on any pre-employment drug or alcohol test (1) administered by a DOT-regulated employer, (2) in connection with a position for which the driver applied, (3) involving the driver's failure to obtain safety-sensitive transportation work, and (4) over the period of two years preceding the date of the employee's application for employment with the school district. If the driver admits to a positive test or a refusal to test within the past two years, the school district shall not allow the driver to perform safety-sensitive functions until and unless the driver documents successful completion of the return-to-duty process.

4. Consequences Associated with Pre-Employment Testing

   i. The school district may decline to employ an applicant who fails drug testing, provides false information, or who fails to cooperate with the district in procuring testing and test results. To the extent the applicant has been offered employment or placed in an alternate position pending the receipt of test results, the offer may be withdrawn and alternate employment terminated in accordance with the district's policies and procedures applicable to employee termination.

Post-Accident Testing

1. Alcohol

   As soon as practical following an accident, an alcohol test will be administered to the following drivers:

   i. Each surviving driver who was performing safety-sensitive functions with respect to the vehicle, if the accident involves loss of life.

   ii. Each surviving driver who received a moving traffic violation arising from the accident within eight hours of the occurrence, if the accident involved:

      a. bodily injury to any person that necessitated immediate medical treatment away from the scene of the accident; or

      b. at least one vehicle incurred disabling damage as a result of the accident that required the vehicle to be transported away from the scene by a tow truck or other vehicle.

   If the test is not administered within two hours of the accident, the employer must prepare and maintain a record of why the test was not administered. If the test is not administered within eight hours of the accident, the driver's supervisor shall cease attempts to administer an alcohol test and shall prepare a written report explaining why a test was not given.

   Drivers shall remain readily available for testing. A driver leaving the scene of an accident without a valid reason prior to submission to the test may be deemed to have refused to submit to testing.

   A breath or blood alcohol test conducted by a law enforcement agency will be considered to meet these requirements if the test meets the requirements of the Federal Act and the test results are obtained by the school district.

2. Controlled Substances

   As soon as practical following an accident, a test for controlled substances will be administered to the following drivers:

   i. Each surviving driver who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life.

   ii. Each surviving driver who received a moving traffic violation arising from the accident, if the accident involved:

      a. bodily injury to any person that necessitated immediate medical treatment away from the scene of the accident; or

      b. at least one vehicle incurred disabling damage as a result of the accident that required the vehicle to be transported away from the scene by a tow truck or other vehicle.

   The test is to be administered within thirty-two (32) hours of the accident. If no test is made within that time period, then no test will be made and the driver's supervisor will prepare a written report stating the reasons for not administering a prompt test.

Drivers shall remain readily available for testing. A driver leaving the scene of an accident without a valid reason prior to submission to the test may be deemed to have refused to submit to testing.

A urine test for controlled substances administered by a law enforcement agency will be considered to meet these requirements if the test meets the requirements of the Federal Act and the results are obtained by the school district.

Random Testing

Random alcohol and controlled substances testing of drivers will be conducted throughout the year. Selection of the drivers to be tested will be made by a scientifically valid method, such as random-number table or a computer based random-generator matched with drivers' social security numbers, payroll identification numbers or other comparable identifying numbers. Dates for administering unannounced testing shall be unpredictable and spread reasonably throughout the calendar year.

Drivers are to be tested while performing safety-sensitive functions, just before performing those functions, or just after ceasing those functions. A driver who is notified of selection for random alcohol or controlled substances testing must proceed to the test site immediately, unless the driver is performing a safety-sensitive function other than driving, in which case the driver must cease performing the safety-sensitive function and proceed to the test site as soon as possible.

The minimum annual percentage rate for random alcohol testing will be ten percent (10%) of the average number of driver positions, subject to adjustment of the percentage by the Federal Highway Administration. The minimum annual percentage rate for random testing for controlled substances will be fifty percent (50%) of the average number of driver positions.

Reasonable Suspicion Testing

Alcohol and controlled substance testing will be conducted when there is reasonable suspicion to believe that a driver has violated a provision in this policy. Reasonable suspicion shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. Reasonable suspicion for controlled substance use may also be based on indications of the chronic and withdrawal effects of controlled substances.

Alcohol testing is authorized only if the observations are made during, just preceding or just after the period of the work day that the driver is performing a safety-sensitive function. A written record must be made as to why an alcohol test was not made within two hours following a determination of reasonable suspicion of misuse. No test is to be made if eight hours passed after the determination.

Persons designated to determine whether reasonable suspicion exists shall receive at least sixty (60) minutes of training on performance indicators of probable alcohol misuse. The required observations shall be made by a supervisor who has received training in detecting the symptoms of alcohol/controlled substance misuse. The supervisor who makes the determination that reasonable suspicion exists shall not conduct the alcohol test.

A written record will be made of the observations leading to a controlled substance reasonable suspicion test. The record will be signed by the supervisor who made the observations. The record will be made within twenty-four (24) hours of the observed behavior or before the test results are received, whichever is earlier.

Return to Duty Testing

1. Returning after Reasonable Suspicion of Alcohol Abuse Determination
    a. A driver suspected of being under the influence of or impaired by alcohol will not be permitted to perform a safety-sensitive function until: (i) an alcohol test shows a concentration of less than 0.02; or (ii) 24 hours have elapsed following a determination that there was reasonable suspicion to believe the driver has violated the rules in this policy against alcohol misuse.
2. Returning after Violation of Prohibitions in this policy
    a. A driver who has engaged in conduct prohibited by this policy shall not be permitted to perform safety-sensitive functions until s/he first passes a controlled substance test and/or an alcohol test with an alcohol concentration of less than 0.02.
    b. A driver who has violated a provision in this policy cannot again perform any safety-sensitive duties for any employer until and unless the driver completes the SAP evaluation, referral, and education/treatment process.

Follow-up Testing

A driver who has been identified by a SAP as needing assistance in resolving problems with alcohol misuse or controlled substance use and who has returned to duty involving the performance of a safety-sensitive function will be subject to a minimum of six (6) unannounced follow-up alcohol and/or controlled substance tests over the following twelve (12) months. The SAP is the sole determiner of the number and frequency of follow-up tests, as well as whether the tests will be for drugs, alcohol or both. The SAP can direct additional testing during this period or for an additional period up to a maximum of sixty (60) months. The school district must carry out the SAP's follow-up testing requirements.

Test Procedures

Testing methodology will comply with the requirements of the Oklahoma Act, except that the requirements of the Federal Act stated in this policy supersede the provisions of the Oklahoma Act. Alcohol testing must be conducted in a location that provides visual and aural privacy to the driver, sufficient to prevent unauthorized persons from seeing or hearing the test.

Alcohol Testing Procedures

1. Procedures for an Alcohol Screening Test Using an EBT or Non-Evidential Breath ASD

i. When the driver enters the testing location, the BAT or STT will require the driver to provide positive identification. If the driver requests, the BAT or STT will provide positive identification. The BAT or STT will explain the testing procedure. An individually-sealed mouthpiece is opened in the view of the driver and attached to the EBT. The driver will then blow into the mouthpiece for at least six (6) seconds. The BAT or STT will show the driver the displayed test result. If the EBT does not provide a printed result, the BAT or STT will record the test number, date, technician's name, location and test result in a log book. The driver will initial the log book. If the EBT provides a printed result, the result is either: (i) printed on the testing form; or (ii) affixed to the form with tamper-evident tape.

ii. If the screening test result is less than 0.02, the BAT or STT will transmit the result in a confidential manner to the school district's DER, who is designated by the board of education or the school superintendent to receive and handle alcohol test results in a confidential manner.

iii. If the breath test is 0.02 or higher, a confirmation test is required. The confirmation test must be conducted no less than fifteen (15) and no more than thirty (30) minutes after the screening test. Before a confirmation test is given, the BAT must conduct a "blank" test on the EBT to obtain a reading of 0.00. The remainder of the confirmation test is identical to the screening test for EBTs.

iv. If the confirmation test result is lower than 0.02, nothing further is required of the driver.

v. If the confirmation test result is 0.02 or higher, the driver must sign and date the ATF. The BAT will immediately transmit the result to the DER in a confidential manner.

vi. Refusal to take a required test has the same consequences as if the driver had tested 0.04 or more. The following constitutes a refusal to take a test: (1) failure to appear for any test within a time required to appear; (2) failure to provide an adequate amount of saliva or breath for testing without a valid medical explanation; (3) failure to cooperate with any part of the testing process; (4) failure to sign the alcohol testing form or ATF certification; (5) failure to remain at the testing site until the testing process is complete, unless the test is a pre-employment test; (6) failure to undergo a medical examination or evaluation due to insufficient breath sampling; (7) leaving the scene of an accident before being tested, except when reasonably necessary to receive medical treatment.

2. Procedure for an Alcohol Screening Test Using Saliva ASD

When the driver enters the testing location, the STT will require the driver to provide positive identification. If the driver requests, the STT will provide positive identification. The STT will explain the testing procedure. The STT will check the expiration date on the device and show it to the driver. An individually wrapped package containing the device will be opened in the presence of the driver, and the driver will be instructed to insert the device into his or her mouth and use it in the manner described by the manufacturer. If the driver chooses not to use the device, the STT must insert the device into the driver's mouth and gather saliva.

Controlled Substances Testing Procedures

1. Procedures for Collection of Urine Specimens

i. All urine collections must be split specimen collections.

ii. The school district must direct an immediate urine collection under direct observation with no advance notice to the driver, if:

a. The laboratory reported to the Medical Review Officer ("MRO") that a specimen is invalid and the MRO has reported that there is not an adequate medical explanation for the result; or

b. The MRO reported that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed.

c. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation

iii. The school district must direct a collection under direct observation of a driver if the drug test is a return-to-duty test or a follow-up test.

iv. A driver must receive an explanation of the reasons for a directly observed collection.

v. If a driver declines to allow a directly observed collection, that driver will be considered to have refused to test.

2. Procedures for Testing of Urine Specimens

i. Testing of urine samples for controlled substances shall be performed by a laboratory certified by the federal Department of Health and Human Services ("DHHS") under the National Laboratory Certification Program.

ii. Controlled substance testing may only be performed for the following five drugs or classes of drugs: (a) marijuana metabolites, (b) cocaine metabolites, (c) amphetamines, (d) opiate metabolites, and (e) phencyclidine (PCP).

iii. If the driver requests a test of a split specimen, the first laboratory will ship the unopened split specimen to a second DHHS-approved laboratory for testing. If the test of the split specimen fails to confirm the presence of a controlled substance, the entire test is cancelled.

iv. The driver must request a split specimen test verbally or in writing within 72 hours of being notified of a verified positive drug test or refusal to test because of adulteration or substitution.

v. If a driver does not make a request within 72 hours, the driver may present information to the MRO documenting that serious injury, illness, lack of actual notice of the verified test result, inability to contact the MRO, or other circumstances unavoidably prevented the driver from making a timely request.

vi. If a driver makes a timely request for a split specimen test, the school district must ensure that the MRO, first laboratory and second laboratory perform the split-specimen testing functions in a timely manner. If necessary, the school district must pay for the split specimen testing and seek reimbursement from the driver.

vii. The MRO will report split specimen test results to the DER and driver.

viii. The laboratory will report results directly to the MRO. The laboratory will not report the results to anyone else.

ix. When the MRO receives a confirmed positive, adulterated, substituted, or invalid test result from the laboratory, the MRO will attempt to contact the driver to determine whether the driver wants to discuss the test result. If the MRO cannot reach the driver after reasonable efforts to do so, the MRO must contact the DER but cannot tell the DER that the driver has a confirmed positive, adulterated, substituted, or invalid test result. The DER must then attempt to contact the driver. If the DER makes contact with the driver, the DER should simply direct the driver to contact the MRO immediately and inform the driver of the consequences of failing to contact the MRO within the next 72 hours. If the DER is unable to reach the driver after making three (3) attempts, spaced reasonably, over a 24-hour period, then the DER may place the driver on temporary medically unqualified status or medical leave. Documentation must be kept by the DER of any actual and/or attempted contacts with the driver, including the dates and times of the contacts. If the DER is unable to contact the driver within the 24-hour period, the DER must leave a message for the driver by voice mail, e-mail or letter to contact the MRO and inform the MRO of the date and time of this message.

x. Confirmation testing for controlled substances will be performed in accordance with the Oklahoma Act, except when the Oklahoma Act conflicts with Federal law.

xi. The MRO must verify a confirmed positive test result for marijuana, cocaine, amphetamines, and/or PCP unless the driver presents a legitimate medical explanation for the presence of the drug(s)/metabolite(s) in her or his system.

xii. As part of the verification decision, the MRO must conduct a medical interview that includes reviewing the driver's medical history and any other relevant biomedical factors presented by the driver, as well as directing the driver to undergo further medical evaluation.

xiii. DOT tests must be completely separate from non-DOT tests in all respects, and DOT tests must take priority over non-DOT tests. DOT tests must be completed before a non-DOT test is begun. The results of a DOT test shall not be disregarded or changed based on the results of a non-DOT test.

Prohibitions

A driver will not be permitted to report to duty or to remain on duty requiring the performance of a safety-sensitive function if:

Alcohol

i. The driver has an alcohol concentration of 0.04 or higher as measured on a breath test.

ii. The driver displays behavior or appearance characteristics of alcohol misuse.

iii. The driver is under the influence of or is impaired by alcohol, as shown by behavioral, speech, and performance indicators of alcohol misuse.

iv. The driver possesses alcohol while on duty.

v. The driver uses alcohol during duty performance.

vi. The driver has used alcohol within the four hours prior to performing duties.

vii. The driver has had an accident within the last eight hours and has not taken a breath test showing clearance from prohibited alcohol levels.

viii. The driver has refused to take a breath test for alcohol use.

ix. The driver is taking any prescription or non-prescription medication containing alcohol, even if the driver has notified the driver's supervisor of the medication use.

Controlled Substances

i. The driver uses any controlled substance, unless the use is pursuant to a physician's written certification stating that the use does not adversely affect the driver's ability to safely operate a motor vehicle.

ii. A supervisor or administrative employee has actual knowledge that a driver has used a controlled substance.

iii. The driver has a positive confirmed test for a controlled substance.

iv. The driver displays behavior or appearance characteristics of controlled substance use.

v. The driver has refused to take a controlled substance test.

Refusal to Test

A driver has refused to take an alcohol or controlled substance test if s/he:

i. Fails to appear for any test as directed by the school district.

ii. Fails to remain at the testing site until the testing is complete.

iii. Fails to provide a urine specimen.

iv. Fails to provide a sufficient amount of urine when there is no adequate medical explanation for the failure.

v. Fails to permit a directly observed or monitored collection.

vi. Fails or declines to take a second test the school district or collector has directed.

vii. Fails to undergo a medical examination or evaluation as directed by the MRO as part of the verification process or as directed by the DER when the urine sample was insufficient.

viii. Fails to cooperate with any part of the testing process (e.g. refuses to empty pockets when directed to do so, behaves in a confrontational way that disrupts the collection process).

ix. Has a verified adulterated or substituted test result.

Standing Down Employees

Stand-down is "the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test result."

i. DOT regulations prohibit employers from standing employees down, before the MRO has completed verification of the test result.

ii. A verified test is a drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.

iii. The district may assign a driver non-driving duties pending the receipt of a verified test result when the district has reasonable suspicion to believe the employee is impaired.

iv. When the district does remove an employee from service, following verification of the drug test result, it will do so consistent with the confidentiality requirements, within its control, imposed by law.

Referral and Treatment

A driver who violates any of the prohibitions in this policy shall be advised of the resources available to the driver for evaluating and resolving problems associated with the misuse of alcohol or use of controlled substances, including the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs.

A driver who violates any of the prohibitions in this policy must be evaluated by a SAP who shall determine what assistance, if any, the driver needs in resolving problems associated with alcohol misuse or controlled substance use. The driver will not be permitted to perform safety-sensitive duties for any employer until and unless he or she completes the SAP evaluation, referral, and education/treatment process.

If the driver is identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, the driver must be evaluated by a SAP to determine if the driver has properly followed the prescribed rehabilitation program. The driver must be subject to unannounced follow-up alcohol and/or controlled substance tests upon return-to-duty.

The SAP will provide a written report directly to the DER highlighting the SAP's specific recommendations for a course of education and treatment with which the driver must comply prior to returning to the performance of safety-sensitive functions. Neither the driver nor the school district shall seek a second SAP's evaluation in order to obtain another recommendation. Only the SAP who made the initial evaluation may modify his or her initial recommendations.

If the SAP recommends that the driver continue treatment, aftercare or support group services after returning to safety-sensitive duties, the school district may require the driver to participate in the recommended treatment or services as part of the return-to-duty agreement.

These requirements do not apply to drivers refusing to be tested or drivers having a pre-employment test of 0.04 or more.

The school district is not required to return a driver to safety-sensitive duties just because the driver complies with the SAP's recommendations.

Educational Materials

Each driver shall receive educational materials that explain: (1) the alcohol misuse prevention requirements; (2) the school district's policies and procedures; (3) the identity of a contact person knowledgeable about the materials; (4) factual information on the effects of controlled substance use and alcohol misuse on personal life, health and safety; (5) where help can be obtained, including information regarding the school district's Employee Assistance Program; (6) categories of employees subject to testing; (7) a description of prohibited conduct and the circumstances that trigger testing; (8) testing procedures and safeguards; (9) what constitutes a refusal to submit to testing and the consequences; (10) signs and symptoms of an alcohol or controlled substance problem; (11) consequences for drivers with an alcohol test level of 0.02 or more but less than 0.04; and (12) the consequences of violating the rules in this policy. The district's staff will prepare and distribute appropriate educational materials as provided for in this section.

Maintenance of Records

Upon written request, a driver is entitled to obtain copies of any school district records concerning the driver's use of alcohol or controlled substances, including test results.

The school district shall not release individual test results or medical information about a driver to third parties without the employee's specific written consent to the release of a particular piece of information to a particular person or organization. Notwithstanding this prohibition, the school district may release information pertaining to a driver's drug or alcohol test without the employee's consent in certain legal proceedings.

Disciplinary Action

Employees who violate any prohibition in this policy will be subject to disciplinary measures, including employment termination. Likewise, employees whose test results are positive for alcohol or controlled substances are subject to disciplinary actions, including employment termination. The same disciplinary consequences face individuals who provide false information in connection with the testing process or who fail to cooperate with the district's efforts to fulfill its testing obligations.

Other Policies

This policy does not supersede any other school district policy pertaining to alcohol misuse or controlled substance use by school district employees, except to the extent that this policy is specific to drivers performing safety-sensitive functions. To the extent permitted by federal law, this policy is to be interpreted consistent with Oklahoma's Act regarding drug and alcohol testing of personnel.

3.04 Appearance

A. The personal image that each employee of the Owasso Public Schools portrays through day-to-day contact with the public and fellow colleagues has a direct bearing on the effectiveness of our school system. It is important that employees portray a positive image at all times. The personal grooming and appearance of all employees should reflect a business-like image.

B. Many of today's styles reflect a casual way of life which is not deemed appropriate for business wear. Each employee is to use discretion in wearing the type of clothes that is acceptable in the business community.

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3.06 Compensation

The salary for each support employee is approved by the Owasso Board of Education. Salaries are set for a full fiscal year when approved and will not be changed without recommendation from the Superintendent and approval by the Board of Education.

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3.07 Contract Term for Support Employees

The employment of each support employee for each fiscal year shall commence on the date the employee first reports for work for that fiscal year and shall continue until the last day of employee's assigned work schedule for the fiscal year for which he/she was hired. Support personnel will be considered annually for employment.

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3.08 Definitions

“Support Employee” shall mean an employee of the School District who provides those services, not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of the School District.

“Full-time Support Employee” shall mean a support employee who regularly works the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee and who is employed by the School District for a minimum of 172 days per year.

3.09 Employment Date

The original day of employment for a new full-time employee shall be the first day actually worked. Employees who have had prior employment with the Owasso Public Schools should contact the Human Resources Office for clarification of their employment date.

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3.10 Evaluation

Every effort will be made by the administrative staff, through support human resources supervisors, to establish and maintain an ongoing evaluative process for all employees.

One or more written evaluations will be conducted each fiscal year for each individual employee. Times for evaluations will be determined by the Assistant Superintendent for Human Resources or his/her designee. All written evaluations will be deemed highly confidential and will become a permanent part of the employee's personnel file.

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3.11 Food Service

The employees of the District are permitted to eat in the cafeteria at the site where they work. *An adult fee is charged for these meals*. The employees are expected to follow the rules of procedure for the cafeteria while eating.

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3.12 Leaves

The School District recognizes that School District personnel must on occasion be absent from work. Therefore, the School District provides categories of leave that will enable School District personnel to be absent when necessary.

The abuse of leave by School District personnel will not be tolerated, and an employee abusing leave policies will be subject to disciplinary action up to and including termination.

Bereavement Leave

1. Support employees who work four (4) or more hours per day shall be granted leave for bereavement purposes without loss of pay for the reasons listed below.

    a. Up to five (5) days, per occurrence, for spouse, children, mother, father, father-in-law, mother-in-law, son-in-law, daughter-in-law, or siblings.
    b. Up to two (2) days, per occurrence, for uncles, aunts, grandparents, grandchildren, nieces, nephews, and siblings-in-law.
    c. Up to two (2) days per school year may be used for persons not mentioned in 1 or 2 above.
    d. Bereavement days in addition to those provided in 1, 2, or 3 above shall be charged as personal leave.

Holidays

1. The Owasso Public School provides the following holiday schedule/s for full-time 12-month support employees of the District:

Independence Day	1
Labor Day	1
Thanksgiving	3
Winter	2
New Year's Day	1
MLK Day	1
President's Day	1
Memorial Day	1
Total Holidays	11

2. An official holiday which falls on a Saturday shall be observed the preceding Friday; or if on Sunday, it shall be observed the following Monday.
3. Only full-time, twelve-month employees shall receive authorized holidays. Other employees shall not be compensated for holidays.

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4. When a support employee is required by official duty to work a holiday, such employee may elect to:
    a. take the same work period as a holiday at another time or,
    b. receive additional pay for the holiday period worked.
5. Authorized holidays falling within a support employee's vacation period will not count as vacation time.

Legal Process Leave

1. Support personnel shall be granted legal process leave to serve on a jury.
2. Support personnel shall be granted legal process leave to serve as a witness subpoenaed in a criminal, civil, or juvenile proceeding as a representative of the district.
3. The support employee using legal process leave shall receive his/her full contract salary.

Maternity Leave

The board of education shall provide maternity leave to all full-time employees of the school district who have been employed by the school district for at least one year and have worked for the school district for at least one thousand two hundred fifty (1,250) hours during the preceding twelve-month period. Eligible employees shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. Eligible employees who legally adopt a child younger than four (4) years of age shall also be entitled to up to six (6) weeks of paid maternity leave. The six (6) weeks of maternity leave shall be immediately following the birth or adoption of the school district employee's child. Maternity leave shall be taken prior to any other paid leave.

Maternity Leave – Advancing Rights for Caregiving, Health, and Extended Recovery

Employees eligible for the maternity leave defined above shall have the right to utilize accrued sick leave to extend the duration of their maternity leave beyond the six (6) calendar weeks provided by this section. Such sick leave may be used for recovery from childbirth, bonding with a newborn or infant, or caring for a newborn or infant, and shall not require additional approval from a school board or employer, provided the employee has sufficient sick leave to cover the extended duration. Sick leave used pursuant to this subsection shall not exceed six (6) weeks.

Military Duty Leave

1. All non-certified employees who are members of the reserve forces of the Army, the Navy, the Marine Corps, the Coast Guard, the Air Force and any other component of the Armed Forces of the United States, including members of the Air or Army National Guard, when ordered to active duty, are entitled to be paid full salary for twenty (20) calendar days during any federal fiscal year. The federal fiscal year is from October 1 through September 30. It is the intent of this policy that all non-certified employees

whose military leave or any part thereof occurs in more than one federal fiscal year are entitled to be paid their full salary for twenty calendar days during each federal fiscal year in which their military leave occurs.

2. The positions of all employees called to active duty will be held for them by the District. Any replacement employee will be signed to a temporary contract only, with the understanding that the position will be filled by the returning veteran.

Parental Leave

1. The district will provide two (2) weeks of paid leave for the birth of a child and to care for such child, or placement for adoption or foster care of a child, at the time of the qualifying event for a maximum of once per contract year.

Personal Leave

1. Support employees who work four (4) or more hours per day shall be granted three (3) days per year to conduct personal business that demands the employee's presence during working hours and cannot be conducted after school hours or on the weekend.
2. Application for personal leave must be made at least four (4) school days in advance to the employee's immediate supervisor. The supervisor may deny use of personal leave if it causes a significant hardship in accomplishing the work of the department/school.
3. Except when approved by the Director of HR, personal leave shall not be taken during the first or last day of school.
4. Support employees must notify their administrator of their request to take personal leave during the last two weeks of school on or before four weeks before the last day of school.
5. Personal leave is noncumulative but an equivalent number of unused days at the end of the school fiscal year (June 30) will be added to the employee's sick leave accrual up to a maximum of one hundred twenty (120) days.

Sick Leave

1. Support employee shall mean an employee of the school district who regularly works the standard period of labor for the type of services performed by the employee and who is employed by the school district for a minimum of one hundred seventy-two (172) days per year.

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2. Each support employee is granted the allowable sick leave. After sick leave is exhausted, any sick leave taken by the employee shall be without pay.
3. In the event of employment termination, the entire amount of unused sick leave will be forfeited. In the event of re-employment at a later date, no credit is granted of prior sick leave credit. The district reserves the right to require acceptable evidence of sickness or injury before allowing sick leave benefits.
4. Sick leave will be provided to support employees equivalent of one (1) day for each month worked not to exceed the number of hours per day for which they are regularly employed. A support employee may accumulate up to one-hundred and twenty (120) days of sick leave.
    a. A support employee may use sick leave for personal accidental injury, illness or pregnancy, or accidental injury or illness in the immediate family. Immediate family includes spouse, dependent children, and any other dependents (as that term is used for purpose of the regulations of the Internal Revenue Service) who reside in the employee's home. This leave may also be used in the case of hospitalization, surgery, or home care involving grown children, brothers, sisters, parents, and parents-in-law. A maximum of five (5) days may be used for extended family members not included in this section.
    b. Sick leave may be used for routine dental or medical appointments.
    c. It is not required that a support employee obtain prior approval to use sick leave, however, the employee may be required to provide certification of illness by a medical doctor, or other bona fide evidence of illness prior to sick pay reimbursement.
    d. A newly hired support employee shall be credited a maximum of sixty (60) days for unused and unpaid sick leave earned while employed by another Oklahoma public school district provided:
        i. The support employee was employed by an Oklahoma public school district the preceding school year;
        ii. The number of days to be transferred into the School District has been certified in writing by the sending district;
        iii. The days transferred shall be used first in case of illness up to a maximum of ten (10) transferred days per school year; and
        iv. Upon retirement, the employee shall not be entitled to payment for any accumulated sick leave earned while employed by another school district or who does not meet the Criteria listed under the

Unused Sick Leave

A support employee who retires from the District through the Oklahoma Teachers Retirement System (OTRS) **or** who resigns (unless for cause) from the District and meets the following

criteria will be eligible for compensation for available unused sick leave earned while employed by the Owasso schools. The support employee shall have accumulated a total of 80 points (hired prior to 7/1/1992), or 90 points (hired after 6/30/1992) based on age and years' experience within the school district **or** meets the Oklahoma Retirement System (OTRS) full retirement age. The support employee shall also have worked in the Owasso District a minimum of ten (10) years. Support employees who qualify shall be compensated at a rate of $50.00 per day up to a maximum of one hundred and twenty (120) days. Support employees who qualify and work less than six (6) hours per day but four (4) or more hours per day shall qualify for one-half (1/2) or $25.00 per day up to a maximum of one hundred and twenty (120) days.

Vacations

1. Vacations are granted only to permanent full-time employees who are employed in twelve (12) month positions (245 or more days).
2. Employees (245 days or more) with less than ten (10) years of service with the Owasso Public Schools shall be granted ten (10) working days of vacation on an annual basis. Employees with more than ten (10) years of service in the Owasso Public Schools, and who work 245 days or more per year, shall be granted fifteen (15) working days of vacation on an annual basis. No more than ten (10) working days may be taken consecutively by any employee. A maximum of thirty (30) vacation days may be carried over to the next year.
3. All vacation days not utilized or carried over will be forfeited, provided that in the event the superintendent was unable to approve the scheduling of vacation days as requested by the employee or was unable to schedule an alternate time, the employee shall be reimbursed at the rate of pay for each day he/she would lose.
4. Vacation time earned but not used will be paid to the employee upon termination of employment (unless termination is for cause) - not to exceed 30 days. For purposes of separation of employment, current year vacation payout will be based on an accrual rate consistent with the employee's tenure with Owasso Public Schools as outlined below:
    a. Accrual rate for employees with less than ten (10) years of service: .83 days per month
    b. Accrual rate for employees with ten (10) or more years of service: 1.25 days per month
5. In order to schedule personnel work assignment priorities, etc., it is necessary to schedule vacations in advance. Vacation schedules must have approval of the department supervisor and fall within time limits as stated herein.
6. If an authorized holiday falls within the vacation period, it will not be chargeable to the employee's vacation allowance.

Emergency Leave

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A. Support personnel shall be granted, without loss of pay, up to two (2) days for unforeseen circumstances related to the household and/or family (spouse or children) not covered by any other leave.

B. In the event of a natural disaster (i.e. tornado, flood, fire or earthquake), where the employee's personal dwelling is not livable, an employee may apply to receive up to three (3) days, in addition to those provided in A. above, without loss of pay, upon approval by the superintendent's designee.

Retirement Benefits

The Owasso Public Schools will offer its support employees a retirement benefit of $4,200 annually for four (4) years. **Nothing contained in the benefit shall oblige the Owasso Public Schools to make any payments pursuant to any retirement benefit contract in any fiscal year beyond the year in which it is offered nor create or allow the creation of any unfunded liability on the part of the school district.**

Other guidelines that apply are:

1) You must actually retire with the Oklahoma Teachers' Retirement System by having attained 80 points (or age 62 if joined prior to 7/1/1992); 90 points (or age 62 if joined after 7/1/1992 and before 11/1/2011); age 65, if joined on or after 11/1/2011 or combination 90; or Teacher Retirement System granted disability.
2) Fifteen (15) years must have been completed in the Owasso Public Schools. The immediate ten (10) years prior to retirement with OTRS must also be spent in the District.
3) The benefit will be $350 monthly for 48 months and subject to all lawful withholdings.
4) Benefits are payable July 30th through June 30th.
5) The benefit amount is paid in lieu of all other benefits such as health, dental, life, etc.
6) In case of death of retiree, retirement benefit will cease.
7) Retiree must annually enter into a contract with the Owasso Public Schools before the retirement benefit will be paid.

3.13 Medical Release

A medical work release must be provided to the District Human Resources Office after a job-related injury. A medical work release will also be required after personal medical treatment that requires an employee to be absent from their regular scheduled work shift.

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3.14 Pay Periods

All support employees are paid once a month. Paydays will be the twenty-fifth (25th) of each month, depending upon. When payday falls on a Saturday, Sunday or paid holiday, checks will be issued on the *preceding* workday.

3.15 Personal Telephone Calls

Telephone calls take time and tie up telephone lines. Telephone calls may occasionally be needed to conduct personal or family business, but these should be limited both in number and length of time. Unnecessary calls should be avoided during work hours.

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3.17 Personnel Records

1. All Employees of the Owasso Public Schools are required to maintain current and correct records of personal information with the Personnel Office. All employees are required to furnish a correct address, phone number, number of dependents and any special tax deductions.
2. Forwarding addresses should be left with the Personnel Office upon separation of employment with the school system. This address will be used for mailing appropriate records and forms such as Internal Revenue Service W-2 forms.

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3.18 Promptness

Each employee of the Owasso Public Schools must be at work on time and be prompt in returning from rest and lunch periods. Excessive tardiness could result in dismissal of an employee from his/her position.

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3.19 Reduction in Force

The Owasso Board of Education believes that every reasonable effort should be made to avoid a reduction in force at any level. However, if it should become necessary to reduce the number of full-time support employees due to lack of funds or lack of work in a particular area, the position or program will be the determining factor and not the individuals who occupy the position or serve the program.

An employee is considered to be a full-time employee if the number of hours worked are the number of hours customarily worked in that position and if that position is designated as a full-time position by the Board.

A reduction in force may occur for lack of funds, lack of work because of a decline in enrollment, consolidation of programs or positions, elimination of positions, or other circumstances as determined by the Board.

If termination of employment should become necessary, notices of such terminations will be made as set forth in the policy governing suspension, demotion, or termination of support employees found elsewhere in this manual.

Any necessary terminations shall begin by dismissing temporary, seasonal, or part-time employees within the job category affected. These employees shall be terminated at the discretion of the Board or the Board's designee. Job categories are identified in the Owasso Salary Schedule for Support Employees.

If normal attrition and the release of temporary and part-time employees does not sufficiently reduce the support staff, the following items will be considered in the reduction process in the order listed:

1. Seniority
2. Job qualification by training and experience
3. Attendance and punctuality
4. In the event that two or more employees in the affected category are equal in the above factors, termination shall be made on the basis of seniority within each general job category.

Supervisors and directors shall serve at the pleasure of the Board and shall not be subject to the prescribed seniority order for reductions in force. Personnel whose positions are eliminated in one category may be considered for a position in another category.

Seniority shall be defined as the total length of continuous service as a support employee within this district. Employees who are terminated and subsequently reinstated shall retain cumulative seniority for all periods worked except for the period of termination.

Demotions in position, due to a reduction in force, shall follow the same procedure as terminations.

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For twelve (12) calendar months after the effective date of any termination or non-reemployment, pursuant to this policy's provisions, the Board shall not replace any support personnel who have been terminated or non-reemployed in accordance with this policy without first offering the position to the former support personnel who have been terminated or non-reemployed. The Board shall offer employment in the reverse order to the employees who were last terminated or non-reemployed provided the former employee is qualified for the job.

3.20 Reemployment

1. A person may be reemployed by the Owasso Public Schools providing his/her previous record of employment is good and a recommendation for employment is given by his/her former supervisor.
2. Employees who have been terminated, dismissed, or suspended may be reemployed only upon approval by the Assistant Superintendent or his/her designee.

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3.21 Resignation

1. Support employees may submit a written resignation from employment with the School District at any time.
    a. The resignation must be written, dated, signed and specify the date upon which it is effective.
    b. The resignation must be mailed to the Superintendent by certified mail, return receipt requested, or delivered to the Superintendent's office and an acknowledgment of receipt inscribed on the face of the resignation.
2. The Superintendent/designee is authorized to accept the written resignation of any support employee and shall advise the support employee in writing that the resignation has been accepted by signing/initializing and dating acknowledgment of receipt of the resignation.
3. A resignation may not be withdrawn after it has been accepted by the Superintendent/designee and will be considered irrevocable from the date of acceptance.
4. Payment of final compensation shall be processed and disbursed at the scheduled times.

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3.22 Support Employees Rules for Conduct

A support employee may be suspended, demoted, terminated or non-reemployed for violation of any of the following Rules for Conduct, as well as other standards of conduct included in school district policies:

1. Falsification of personnel or other records.
2. Unexcused failure to be at work station at starting time.
3. Leaving work station without authorization prior to lunch periods, or end of work day.
4. Abandonment of job (3 or more consecutive or non-consecutive absences in a rolling 6-month period without following the proper reporting procedures).
5. Unapproved or excessive absenteeism.
6. Chronic absenteeism for any reason.
7. Unapproved or excessive tardiness.
8. Chronic tardiness.
9. Wasting time or loitering during working hours.
10. Leaving work area during work hours, without permission, for any reason.
11. Possession of weapons on school premises, in school district vehicles or while on duty.
12. Removing school district property or records from school district premises without proper authority.
13. Willful abuse, misuse, defacing, or destruction of school district property, including tools, equipment, or property of other employees.
14. Theft or misappropriation of property of employees or students of the school district.
15. Sabotage.
16. Distracting the attention of others.
17. Refusal to follow instructions of supervisor.
18. Refusal or failure to do work assignment.
19. Unauthorized operation of machines, tools, or equipment.
20. Threatening, intimidating, coercing or interfering with employees or supervisors.
21. Threatening, intimidating, coercing or exploiting students.
22. The making or publishing of false, vicious, or malicious statements concerning any employee or supervisor.
23. Creating a disturbance on school premises including but not limited to engaging in quarrelsome behavior and fighting.
24. Creating or contributing to unsanitary conditions.
25. Actions or omissions that jeopardize the health, safety, life, or property of self or others.
26. Practical jokes injurious to other employees, students or school district property.

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27. Possession, consumption, or reporting to work under the influence of beer, alcoholic beverages (including wine), non-prescribed drugs, or controlled dangerous substances.
28. Disregard of known safety rules or common safety practices.
29. Unsafe operation of motor driven vehicles or equipment.
30. Operating machines or equipment without using the safety devices provided.
31. Gambling, lottery, or any other game of chance on school district property.
32. Unauthorized distribution of literature, written or printed matter of any description on school district property.
33. Posting or removing notices, signs, or writing in any form on bulletin boards of school district property at any time without specific authority of the administration.
34. Poor workmanship.
35. Immoral conduct or indecency including abusive and/or foul language.
36. Excessive personal calls during working hours, except for emergencies. This includes in-coming and out-going calls.
37. Walking off job.
38. Clocking in or out on another employee's time card or time sheet.
39. Smoking or using tobacco products in an unauthorized area, including the use of e-cigarettes, personal vaporizes and other similar devices, regardless of whether those devices are used with cartridges containing nicotine.
40. Refusal of job transfer, if the transfer does not result in a demotion.
41. Abuse of "breaks" (rest periods) or meal period policies.
42. Insubordination of any kind.
43. Dishonesty of any kind, including withholding pertinent information from a supervisor.
44. Wrongdoing of any kind.
45. Violation of a law or regulation.
46. Sexual harassment of an employee, a student or a third party such as a patron or vendor.
47. Violation of a policy or rule enacted to ensure orderly and proper job performance or for the safety of self or others.
48. Misuse or abuse of any school district leave policy or guidelines.
49. Any intentional act or omission which constitutes a material or substantial breech of job duties, responsibilities or obligations.
50. Any conduct which the employee knew or should have reasonably known was a violation of school rules or policies.
51. When it is in the best interest of the school district, any support personnel may be suspended, demoted, terminated or non-reemployed.

52. Because of the difficulty of retaining competent support employees on a temporary basis over an extended period of time, a support employee shall be subject to termination or non-reemployment for inability to perform the essential job requirements if the employee is unable due to illness or accidental injury to return to work for his or her regularly scheduled hours and to perform all of the essential duties of the position (with or without reasonable accommodation) within 12 work weeks or the number of work days equal to the employee's total accumulated sick leave days, whichever is longer, measured from the date of the first absence due to the condition resulting in the extended absence.

Definitions:

1. "Support Employee" shall mean an employee of the School District who provides those services, not performed by professional educators or licensed teachers which are necessary for the efficient and satisfactory functioning of the School District.
2. "Full-time Support Employee" shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employee and who is employed by the School District for a minimum of 172 days per year.
3. "Suspension **without pay**" shall mean the temporary denial of a support employee's right to work and receive any pay and other benefits during the term of the suspension. "Suspension without pay" may be as a disciplinary measure or as a suspension pending investigation as provided in the procedures section of this policy. If a final decision is made under the procedures stated below that a suspension without pay was improper, the support employee shall receive full pay and other benefits for the period of suspension.
4. "Suspension **with or without pay**" may occur in those situations in which the superintendent or his designee, or a supervisor of the support employee perceives a significant hazard in keeping the support employee on the job, in which event the support employee may be asked to immediately leave the School District's premises and the support employee is temporarily relieved of his duties.
5. "Demotion" shall mean a reduction in pay during the term of the support employee's contract. "Demotion" shall not mean a change in job description or work assignment or duties.
6. "Termination" shall mean the discharge of the support employee from his/her employment with the School District during the term of his/her contract and does not include the cessation of employment upon expiration of the support employee's contract.
7. "Non-reemployment" shall mean the failure to offer a support employee a new contract for the next successive school year after the contract under which the support employee is presently employed has expired.

Guidelines for Implementation of Hearing Procedures:

A full time support employee who has been employed by the School District for **more than one year,** as defined in this policy under definitions “Full-time Support Employee" shall be suspended, demoted, terminated or non-reemployed during the term of his/her contract **only for**

cause as provided in this policy. In addition to the definition of cause stated in this Policy, "cause" shall also specifically include layoffs or reductions in force due to lack of funds or lack of work.

Cause for Suspension, Demotion, Termination or Non-reemployment

1. A support employee may be suspended, demoted, terminated or non-reemployed during the term of his/her contract for any of the following:
    a. Violation of any rule, regulation or requirement issued by the Office of the Superintendent or Board of Education of the School District**;** or
    b. Conduct not otherwise specified in the above rules, regulations or requirements which constitutes insubordination, neglect of duty, incompetency in job performance, dishonesty, or causing or allowing damage, destruction or theft of school property.

The rules, regulations and requirements referred to above shall be posted in a prominent place at each work location or otherwise communicated in writing to all support employees. The rules, regulations and requirements, which may be revised from time to time, shall state that violation of the rules, regulations and requirements may result in suspension, demotion, termination or non-reemployment during the term of his/her contract.

Procedures for Suspensions Without Pay, Terminations and Demotions

1. If the district has received notice of felony investigation into a support employee by a law enforcement agency, the employee shall be placed on administrative leave. If the district does not place a non-certified employee on administrative leave during the time such employee is under investigation by law enforcement for a felony; and that employee is convicted of a felony, pleads guilty to a felony, or pleads nolo contendere to a felony at the conclusion of that investigation; the district shall be given a health and safety deficiency by the State Department of Education.
2. Any full-time support employee is subject to disciplinary action in the form of a suspension without pay, demotion or termination. Prior to instituting any such disciplinary action, the full-time support employee be advised of the cause, the basis for, and the evidence against the support employee. The support employee should be given the opportunity to present his/her side of the matter.
3. After the support employee is afforded the opportunity to present his/her sideof the matter, the superintendent/designee may take any of the following actions:
    a. Suspension without pay for ten (10) working days or less* as a disciplinary measure;
    b. Suspension without pay pending further investigation as to whether cause exists for the termination of the support employee;
    c. Demotion of the support employee;
    d. Termination of the support employee;
    e. Conclude that no disciplinary action is appropriate.

***If a support employee is suspended for a period *exceeding ten (10) days*, the superintendent/designee shall initiate termination proceedings immediately upon the beginning of the suspension.**

In a case involving a criminal charge, the suspension may be delayed until the case is adjudicated at trial. However, nothing herein shall prevent proceeding against the employee for termination of employment during or after a suspension.

A full-time support employee who has been employed for the District for more than one (1) year shall have the right to appeal to the Board of Education for suspensions as disciplinary measures, demotions, and terminations.

Procedures for Non-reemployment

Prior to being non-reemployed, a full-time support employee who has been employed by the School District for more than one (1) year, as defined in the definitions as full time employee, shall be entitled to the following hearing rights:

1. The board of education or the superintendent of schools or his designee shall advise the support employee, in writing, of the board's intention to consider and act on the non-reemployment of the support employee for the subsequent fiscal year;
2. The written notification shall set out the cause(s) for such action;
3. The support employee shall have the right to contest his non-reemployment before the Board of Education as set forth in the Procedures for Appeal to the Board of Education in the section below.

Procedures for Appeals to the Board of Education

1. After any suspension without pay as a disciplinary measure, prior to the effective date of any demotion, termination during the term of his/her contract, or for non-reemployment, the support employee shall receive notice of his/her right to a hearing before the Board of Education as herein provided.
2. All notices shall be sent to the support employee by certified mail at the address of the support employee shown on the school records. If the support employee refuses to accept the notice or fails or refuses to pick up the notice after being notified by the post office to do so, then the support employee shall be deemed to have received the notice on the date that the notice was postmarked. The notice shall contain the information provided in the form attached hereto. The postmark shall be used to determine the timeliness of the notice.
3. A support employee who has been notified in writing of his/her suspension without pay as a disciplinary measure, demotion or termination during the term of his/her contract or non-reemployment may notify the Clerk of the Board of Education of the School District within ten (10) working days of the postmark on the notice if the support employee

desires a hearing before the Board of Education. If the support employee fails to notify the Clerk of the Board of Education of the School District in writing within ten (10) working days of the postmark on the notice that the support employee requests a hearing, the support employee shall be deemed to have waived the right to a hearing and the suspension without pay as a disciplinary measure, demotion or termination action shall be final and, in the case of a non-reemployment, the board may take final action to non-reemploy the employee without further notice or hearing rights.

4. Hearing before Board of Education:

a. Upon timely notice as set forth above, the support employee shall be entitled to a hearing before the Board of Education. The hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the request for the hearing was received at least ten (10) days prior to the next or next succeeding, regularly scheduled Board of Education meeting. At the request of the support employee or at the discretion of the Board of Education, the Board of Education shall call a special meeting to conduct the requested hearing, which special meeting shall be held no earlier than ten (10) days nor later than thirty (30) days after receipt of the support employee's request.

b. At the hearing before the Board of Education, the support employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by the School District, to present witnesses on his/her behalf and to present any relevant evidence or statement which the support employee desires to offer. The hearing shall be conducted in "open" session. The hearing shall commence with a statement to the support employee of his rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the support employee's suspension without pay as a disciplinary measure, demotion, termination or non-reemployment. The burden of proof shall be upon the school administration. The support employee shall then have the right to present his/her side of the matter. After both the school administration and the support employee have fully presented their respective positions, the Board of Education shall deliberate on the evidence in executive session. The Board of Education shall announce its findings and decision immediately in open session by individual voice vote. The decision shall be made by a majority of the Board of Education members present at the meeting.

c. As to suspension as a disciplinary measure, demotion or termination, the Board of Education may affirm, modify or reverse the action taken against the support employee, including increasing or decreasing the severity of the original action. As to non-reemployment, the board may reemploy or non-reemploy the employee for the subsequent fiscal year.

d. The decision of the Board of Education at the hearing shall be final and non-appealable.

Miscellaneous

This policy shall be effective immediately upon adoption by the Board of Education and shall supersede all previous policies regarding the subject matter contained herein. The Board of

Education reserves the right to modify or amend this policy from time to time in any manner consistent with applicable law.

3.23 Safety

In order for the Owasso Public Schools to maintain a smoothly functioning school system, all employees must constantly be aware of and practice good safety habits. The employee is expected to conform to those safety practices prevalent in his/her particular job assignment. All unsafe working conditions must be corrected and/or reported by the employee to his/her immediate supervisor immediately.

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3.24 Salary Schedule

The salaries of classified support employees will be in accordance with the salary schedule adopted by the Board of Education. After July 1 of each school year, each classified support employee will enter into a one (1) year contract which will expire no later than the following June 30. Annual movement on salary scale steps is not a guarantee and is dependent upon District financial status and/or time period of employment. To qualify for step increments on the salary schedule an employee must work a minimum of 120 days during any one school fiscal year period.

Amended October 2012

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3.25 Security

1. Many job assignments in the Owasso Public Schools require the employee to assume responsibility of a building, office or area. It is mandatory that each employee exercise caution and prudent judgment in maintaining security as required by job performance.
2. If the employee possesses keys in the performance of his/her job, all keys will be kept secure. Keys are *not* to be given or loaned to other people and must be surrendered to the immediate supervisor upon leaving employment with the District. Employees will not have or allow others to have duplicates made of School District keys. Employees that fail to meet an acceptable degree of security of District owned properties may be subject to dismissal.

3.26 Armed School Security Officers

The Board of Education authorizes the carrying of a handgun onto school property by school personnel designated and authorized by the Board of Education. Such school personnel are hereby designated as "School Security Officers." School Security Officers must (a) have been issued a handgun license pursuant to the Oklahoma Self-Defense Act, and (b) have successfully completed an armed security guard training program or reserve peace officer security certification program, developed by the Council of Law Enforcement Education and Training (CLEET). Additionally, a School Security Officer must hold current and appropriate State Licensure or certification. The names of School Security Officers who have been designated to carry a firearm may be kept confidential.

The Board of Education shall have the final authority to determine and designate School Security Officers who will be authorized to obtain and use an armed security guard license or reserved peace officer certification in connection with their employment as school personnel.

Authorized employees shall only use a handgun and ammunition that have been approved by or issued by the school district Board of Education. The handgun will be carried in an approved holster and appropriately secured on the person of the School Security Officer or the firearm shall be stored in a locked and secure location at all times while the School Security Officer is on school property.

School Security Officers shall be responsible for ensuring that his/her issued handgun is properly maintained and in good working order at all times. Law enforcement shall be immediately notified that a firearm has been pointed at someone or discharged by a School Security Officer. If at any time a School Security Officer's handgun is pointed at someone or discharged on school grounds, a written report documenting the incident shall be prepared and submitted within twenty-four (24) hours of the incident.

The Board of Education hereby delegates to the superintendent the authority to temporarily suspend the ability of a School Security Officer to carry a handgun, pending a formal decision by the Board of Education as to whether the School Security Officer will continue to be authorized to carry a handgun on school premises. If the superintendent temporarily suspends the ability of a School Security Officer to carry a handgun, the School Security Officer shall immediately turn over the handgun and ammunition to the superintendent, or designee, who shall immediately secure the weapon in a locked and secure location. A School Security Officer is not afforded any due process rights under this policy with regard to the carrying of a handgun on school district property and any decision of the Board of Education is final and non-appealable.

SAFETY PROTOCOLS
A School Security Officer is required to keep his/her handgun secured in accordance with generally accepted law enforcement safety practices. If a School Security Officer becomes aware of a security incident, he/she is required to evaluate the situation to the best of his/her ability and may take appropriate action based upon established security and law enforcement protocols. All School Security Officers are required to act in good faith.

The Superintendent or designee will (a) annually review this policy and any related procedures and make any recommended policy changes to the Board of Education, and (b) notify the

Owasso Chief of Police and School Resource Officers any time a School Security Officer's ability to carry a handgun has been suspended, the Board of Education has employed or re-employed a School Security Officer, and when a School Security Officer leaves the employment of the school district.

LEGAL REFERENCE: 70 O.S. § 5-149.2 51 O.S. § 24A.28

Approved June 2023

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3.27 Transfers

1. It is important for each employee to be placed in the position for which he/she is best suited and the one in which his/her skills and abilities are best utilized. When an employee desires to transfer from one assignment to another within the school system the transfer must meet the approval of the employee's immediate supervisor. This request for transfer must be submitted in writing to the Assistant Superintendent for Human Resources or his/her designee
2. Employee transfers deemed necessary by the Administrative staff shall not be construed in any way as a demotion. Transfers by administrative staff will be made only when it is in the best interest of the District.

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3.28 Work Schedule

Work Day

The diversity of tasks to be performed within an organization as complex as Owasso Public Schools, dictates a variety of work schedules for individual employees. Daily schedules are set for each full-time employee depending on job assignment and shall consist of eight (8) working hours plus thirty minutes for lunch or seven and a half (7½) working hours plus thirty minutes for lunch. In addition, two fifteen (15) minute rest periods will be allowed each day. (Employees may not accumulate or extend rest periods.)

Work Year

Full-time educational support personnel may be employed to work only on the day's school is actually in session or on a ten, eleven, or twelve month contract depending on the nature of the work performed and the needs of the School District.

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3.29 Travel Reimbursement

Any support employee whose primary assignment is to travel in a personal vehicle between schools, and other school facilities, or between school sites and a business location on official school business during the school year, or during their contract period for each school fiscal year, will sign an extra duty contract for travel reimbursement. Travel between two (2) locations on an average of three (3) to five (5) days per week in a personal vehicle shall be reimbursed in the amount of $360.00 annually. When travel averages two and a half (2.5) or more locations on an average of three (3) or more days per week in a personal vehicle they will be reimbursed in the amount of $630.00 annually.

This reimbursement of a per diem amount rather than actual mileage shall be reported as taxable compensation on impacted employees' W4s and will be reported to the IRS.

3.31 School Bus Drivers (Regulations)

In accordance with the policy of the board of education, this regulation shall govern the operation of school buses in the Owasso Public School system. Bus drivers shall:

1. Be 21 years of age or older.
2. Possess an Oklahoma Commercial Driver License (CDL), B with S & P endorsements authorizing the operation of a school bus and an Oklahoma bus driving certificate.
3. Be required to complete a satisfactory physical examination upon the offer of employment and must obtain an annual physical examination. Such examination will include drug testing as set for the in policy DCC. A copy of the results of the annual physical examination shall be maintained by the superintendent.
4. Submit to drug and alcohol testing as required by state and federal law. (See policies DCC and DCCB.)
5. Operate on their designated routes approved by the transportation division of the State Department of Education.
6. Report individuals illegally passing their schools buses. The approved form (see CN-E) will be completed and submitted to the law enforcement authority of the municipality where the alleged violation occurred and to the district's director of transportation.
7. Make other appropriate reports as required by state law and/or district administrators.

Bus drivers will be employed by the board of education upon the recommendation of the superintendent.

Approved December 2012

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3.32 School Bus Drivers

It is the policy of the Owasso Board of Education that all bus drivers and assistants successfully complete the state school bus drivers' training school. Bus drivers must continue the route assigned at the beginning of the school year, but may bid a route change during the summer months.

All bus drivers are expected to drive in such a manner as to provide safe and efficient transportation for the students of their district. They shall obey all traffic laws, maintain student discipline on the bus, make routine checks on the bus before operating, and perform other duties associated with the safe operation of school buses. Bus drivers will make required reports concerning drivers who illegally pass their buses. All bus drivers shall be under the supervisory authority of the transportation director.

The superintendent is directed to establish a regulation that shall govern school bus drivers.

Adopted December 2012

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3.33 Break Time for Nursing Mothers

Nursing mothers may take a reasonable break time to express breast milk for a nursing child. The breaks must be at a mutually agreeable time. In addition, each work location will provide a private place, other than a bathroom, for the mother that is shielded from view and free from intrusion from coworkers and the public. Please contact your supervisor or the director of Human Resources to make appropriate arrangements.

SECTION 4 | FINANCE

4.01 Employee Travel Expense Reimbursement

Statement of Policy

Expenses incurred by individuals for travel on behalf of the School District should be reimbursed by the School District. Reimbursement to individuals should be made upon approval by the Board of Education after proper presentation of supporting documentation, as defined below.

Definitions

Terms used in this policy are defined as follows:

1. "Travel" means transportation arrangements made or incurred by car, airplane, train, bus or other means or hotel accommodations and meals*, for the purposes of advancing the interests of the School District. Travel may be within or without the School District. Travel does not mean transportation to and from the employee's residence or abode to the School District for employment.
2. "Employee" means any person employed by the School District or a member of the board acting in his capacity as a board member on behalf of the School District.
3. "Expenses" means any actual indebtedness incurred and paid by an individual employee on behalf of the School District, for the benefit of the School District or for the purpose of advancing the interests of the School District, with the intention of being reimbursed by the School District.

   Expenses may include, but are not limited to, these items:

   a. Roundtrip coach airfare and baggage fees. Every effort should be made to make travel plans as far in advance of the trip as possible so discount fares may be arranged. The District will pay up to the cost of a 14-day advance ticket. If the cost exceeds that amount, the employee will be responsible for the balance. Any exception to this procedure must be authorized in advance of ticketing by the Superintendent or designee. Local transportation may also include bus, taxi, train fares and car rentals.

   b. Mileage for the use of a personal vehicle will only be reimbursed if a school owned vehicle is not available. The mileage basis for transportation reimbursement for use of a privately-owned vehicle shall be in accordance with the prevailing rate established by the Internal Revenue Service. If an employee drives a personal vehicle for out-of-state meetings, mileage will be reimbursed in the amount of the lesser of the two rates. Toll fees and parking fees are reimbursable with receipts. No receipt is required when traveler is utilizing the PikePass automated payment process.

   c. Meals for employees attending education conferences or school business trips will cover food costs incurred by the employee while in travel status. Employees will pay for their own meals while in travel status. Employees will be paid by the School District a per diem rate of $55 per day for travel within the state of Oklahoma and $60 per day for travel outside the state of Oklahoma. Exceptions to this per diem rate will be provided in writing to the employee previous to the

travel window. Possible exceptions may include: when a conference registration fee also includes all meals, when the employee travels only a partial day, etc.

d. Lodging will be reimbursed for the same number of nights as the conference is in session. For example, if a conference begins Friday morning and concludes at noon on Sunday, the reimbursement will be made for a maximum of three nights lodging. If additional night(s) are necessary because of unusual circumstances, or particularly remote locations, arrangements should be approved in advance by the Superintendent or his designee, not to exceed one additional night. Receipts are required.

e. Conference or registration fees.

4. Receipt" means an invoice document issued by a vendor which has been paid as an expense by an employee. A receipt must contain the following information:

   a. date indebtedness incurred;

   b. amount paid;

   c. amount of indebtedness;

   d. the purpose of the indebtedness including an itemized description of the goods or services purchased; and

   b. the name, address and telephone number of the vendor.

A credit card slip alone is not a receipt.

1. "Supporting documentation" means a memorandum to the board containing a request for reimbursement and explanation of the reason for the expense. All receipts for which reimbursement is sought and a travel claim must be attached to the memorandum.
2. "Travel claim" is a document prepared by an employee who seeks reimbursement which contains the following information:

   a. dates entering and ending travel status;

   b. points of travel;

   c. mileage to and from destination(s) when personally owned vehicle is used;

   b. air, bus or train fares when public transportation is used;

   c. parking fees, taxi fares, car rentals and turnpike fees;

   d. per diem rate established by the board of education;

   e. purpose, time, location and those in attendance for meals;

   f. motel and hotel expenses;

   g. registration fees and meeting expenses;

   h. other school business expenses such as telephone calls, tips, etc., which properly occur during the time an employee is in travel status;

   i. encumbrance to be charged for expense; and

   j. by whom the travel activity was approved.

3. "Credit card slip" is the customer's copy of the credit card charge form. A credit card slip alone is not a receipt. To qualify as a receipt a credit card slip must be attached to a supporting invoice issued by the vendor which contains all the information required of a receipt.
4. "Vendor" means the individual or entity that provided the goods or services to the School District for which reimbursement is sought and a receipt for payment has been issued.

Procedure for Reimbursement

To obtain reimbursement for travel expenses the employee must:

1. Prepare supporting documentation to the board of education with attached receipts and travel claims. Requests for reimbursement with insufficient or incomplete documentation will be denied.
2. Submit supporting documentation with attachments to the board treasurer. The board treasurer and superintendent of schools or his designee will review the memorandum and attachments for completeness and accuracy. If the memorandum is complete and accurate the board treasurer will advise the board clerk to list the reimbursement request as an agenda item on the next available board meeting.
3. At the next available board meeting the board will consider the reimbursement request and authorize the board treasurer to issue a warrant to reimburse the employee for the amounts, if any, deemed appropriate by the board. The board has absolute discretion to deny the request or approve it in whole or in part. The board's decision is final.
4. The board treasurer will issue the warrants for reimbursement authorized by the board as soon as is practicable following the board's action.

Other Issues

1. A request for reimbursement must be made within thirty (30) days after the vendor's invoice is issued. Notwithstanding this time limitation, all requests for reimbursement must be made prior to the end of the fiscal year in which the vendor's invoice was issued and services rendered, and it must be submitted in sufficient time to allow the board to take action at its last regular meeting of the fiscal year. Reimbursement requests not complying with these requirements will be denied unless unusual circumstances are presented to and approved by the board.
2. Reimbursements issued by the board are only for the actual amount of out of pocket expenses paid by the employee. No additional charges may be added by the employee and the employee may not obtain a warrant for funds he or she expects to pay or incur in the future.
3. Any interpretation of this policy shall be made solely by the Board of Education and shall be binding in all respects.
4. Violation of any of the provisions of this policy may result in dismissal or nonrenewal.
5. If an employee drives a personal vehicle for out-of-state meetings, mileage reimbursement shall not exceed the cost of flying coach with a 30-day advance

purchased ticket.

4.02 Investment

This investment policy is adopted in accordance with the provisions of applicable law by the Board of Education of the Owasso School District (the "District"). This policy sets forth the investment policy for the management of the public funds of the District. The policy is designed to ensure prudent management of public funds, the availability of funds when need, and reasonable investment returns.

Investment Authority

The District Treasurer is required by the Board of Education to invest District monies in the custody of the Treasurer in those investments permitted by law. The Treasurer shall, to the extent practicable, use competitive bids when purchasing direct obligations of the United States Government or other obligations of the United States Government, its agencies, or instrumentalities.

The District Treasurer shall limit investments to:

1. Direct obligations of the United States Government to the payment of which the full faith and credit of the Government of the United States is pledged; provided the District Treasurer, after completion of an investment education program in compliance with applicable law, may invest funds in the investment account in other obligations of the United States Government, its agencies or instrumentalities;
2. Obligations to the payment of which the full faith and credit of this state is pledged;
3. Certificates of deposits of banks when such certificates of deposits are secured by acceptable collateral as in the deposit of other public monies;
4. Savings accounts or savings certificates of savings and loan associations to the extent that such accounts or certificates are fully insured by the Federal Savings and Loan Insurance Corporation;
5. Repurchase agreements that have underlying collateral consisting of those items specified in paragraphs 1 and 2 above including obligations of the United States, its agencies and instrumentalities, and where the collateral has been deposited with a trustee or custodian bank in an irrevocable trust or escrow account established for such purchases;
6. County, municipal or School District direct debt obligations for which an ad valorem tax may be levied or bond and revenue anticipation notes, money judgments against such county, municipality or School District ordered by a court of record or bonds or bond and revenue anticipation notes issued by a public trust for which such county, municipality or School District is a beneficiary thereof. All collateral pledged to secure public funds shall be valued at no more than market value;
7. Money market mutual funds regulated by the Securities and Exchange Commission and which investments consist of obligations of the United States, its agencies and instrumentalities, and investments in those items and those restrictions specified in paragraphs 1 through 6 above;
8. Warrants, bonds or judgments of the District;

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9. Qualified pooled investment programs through an inter-local cooperative agreement formed pursuant to applicable law and to which the board of education has voted to be a member, the investments of which consist of those items specified in paragraphs 1 through 8 above, as well as obligations of the United States agencies and instrumentalities; or
10. Any other investment that is authorized by law.

Investment Philosophy

This policy shall be based upon a "prudent investor" standard. The Board of Education recognizes that those charged with the investment of public funds act as fiduciaries for the public, and, therefore the Treasurer is directed to exercise the judgment and care that persons of ordinary prudence, discretion, and intelligence exercise in the management of their own affairs as to the permanent non-speculative disposition of their funds, with due consideration of probable income earnings and probable safety of capital. In investing the District's funds, the Treasurer shall place primary emphasis on safety and liquidity of principal and earnings thereon.

1. Liquidity: Available funds will be invested to the fullest extent practicable in interest-bearing investments or accounts, with the investment portfolio remaining sufficiently liquid to meet reasonably anticipated operating requirements.
2. Diversification: The investment portfolio will be diversified to avoid one class of investment having a disproportionate impact on the portfolio. Provided this restriction will not apply to securities of the United States Treasury backed by the full faith and credit of the United States Government.
3. Safety of Principal: Although investments are made to produce income for the District, investments will be made in a manner that preserves principal and liquidity.
4. Yield: The portfolio will be designed to attain maximum yield within each class of investment instrument, consistent with the safety of the funds invested and taking into account investment risk and liquidity needs.
5. Maturity: Investments may have maturities extending to 12 months, provided sufficient liquidity is available to meet major outlays, and except that general fund investments may not exceed 12 months.
6. Quality of the Instrument and Capability of Investment Management: The Superintendent of Schools shall be responsible for seeing that the Treasurer and any Assistant Treasurer are qualified and capable of managing the investment portfolio and satisfactorily complete any investment education programs required by state law or by the Board of Education.

Safekeeping and Custody

The Treasurer will maintain a list of the financial institutions and pooled investment programs governed by an inter-local cooperative agreement formed pursuant to 70 Okla. Stat. Section 5-117b which are authorized to provide investment services, and will maintain a separate list of financial institutions with collateral pledged in the name of the District.

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1. Securities purchased from a bank or dealer, including any collateral required by state law for a particular investment, shall be placed under an independent third party custodial agreement. The Trust Department of a financial institution will be considered to be independent from the financial institution.
2. All securities will be in book entry form, and physical delivery of securities will be avoided.
3. Telephone transactions may be conducted, but such transactions must be supported by written confirmation, which may be made by way of a facsimile on letterhead with authorized signatures of the safekeeping institution.
4. Written transactions and confirmations of transactions by computer connections will be kept in the Treasurer's office.

Reporting and Review of Investments

The Treasurer will prepare an investment report to be submitted to the Board of Education on at least a monthly basis. The report will include:

1. A list of individual securities held at the end of the reporting period.
2. The purchase and maturity dates of these securities.
3. The name and fund for these securities.
4. The yield rate of these securities.
5. Any collateral pledged by a custodian.

The Board of Education shall review the Treasurer's investment performance on a regular basis that is no less frequent than monthly.

Depositing of Interest

Unless otherwise directed by the Board of Education through policy or by special directive, by the Oklahoma Constitution, or by the federal government, income earned from the investment of appropriated funds shall be deposited in the fund from which it was generated, except interest earned from the Sinking Fund which will be deposited in the Building Fund. Interest earned from the NOW Account will be deposited in the General Fund with the exception of Child Nutrition. Income earned from the investment of activity funds shall be deposited as directed by the Activity Fund Custodian.

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4.03 Purchasing Procedures

General

This policy shall govern the purchase of all goods and services. For the purpose of this policy, “goods” refers to supplies, materials, furniture, equipment, software and licenses, and other tangible personal property.

The Board authorizes the Superintendent and/or the Chief Financial Officer to establish procedures for the procurement of goods and services in accordance with federal and state law, good purchasing practice, and this policy.

The purchase of goods and services is contingent upon the availability of funds.

All purchases shall be made with the use of a requisition/purchase order system. Such purchase order system must incorporate the *Oklahoma Cost Accounting System* as promulgated by the Oklahoma Department of Education. Requisitions (encumbrances) must be approved by the appropriate director or supervisor and submitted to the Business Office for approval by a Board-designated purchasing agent. All non-salary and non-debt service related expenditures and/or financial obligations against the District shall be incurred as authorized and processed in accordance with this policy and corresponding purchasing procedures. Properly executed requisitions will be entered in the purchasing system and a corresponding purchase order will be generated. An encumbrance report shall be presented to the Owasso Board of Education for final approval.

Purchase requisitions cannot be split up to avoid bidding requirements.

The Superintendent or Director of Finance is authorized to allow payment of an amount which is different from the previously approved encumbrance so long as the payment amount does not exceed 20% of the original encumbrance.

Emergency Purchases

For the purpose of this section, an “emergency situation” refers to the purchase and procurement of goods or services necessary to protect the personal safety, life or property of the District or its students, employees, and patrons. Such situations should be communicated to the Business Office within twenty-four (24) hours of the occurrence.

In the event of an emergency situation or unusual or unforeseen circumstances, the Superintendent or Director of Finance may authorize an expenditure provided such expenditure is made with the use of a properly executed requisition/purchase order and that such encumbrance shall be brought before the Owasso Board of Education for approval at the next regularly scheduled meeting.

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Bidding Requirements

The solicitation of bids and quotations shall be conducted in accordance with the Public Competitive Bidding Act of 1974. Contracts for the purchase, construction, or improvement to public buildings or structures or improvements to real estate in excess of $100,000 shall be awarded only after competitive sealed bids have been properly executed. Formal sealed bids shall have a specified bid opening date and time. Bidders are welcome to attend the bid opening. The bids will be awarded to the lowest responsible bidder meeting the specifications of the bid request. The Owasso Board of Education reserves the right to reject any and all bids or part of bids, and to award the bid in the best interest of the District. The Owasso Board of Education reserves the right to waive informalities or minor irregularities in the bid. Contracts between $50,000 and $100,000 shall be let and awarded to the lowest responsible bidder by receipt of written bids. Contracts between $25,000 and $50,000 shall be let and awarded to the lowest responsible bidder by receipt of written bids or awarded on the basis of competitive quotes to the lowest responsible qualified contractor. If a public construction contract is less than $25,000, a contract may be negotiated with a qualified contractor. No work shall be commenced until a written contract is executed and proof of insurance has been provided by the contractor to the District's business office. For the purposes of the Act, where total payments of principal and interest are anticipated to exceed $100,000, the lease purchase of items must be competitively bid.

For the purposes of the Act, where total payments of principal and interest are anticipated to exceed $100,000, the lease purchase of items must be competitively bid.

Items Exempt from Bidding

The following goods and services are exempt from bidding requirement; however, every effort should be made to obtain the best quality goods and services at the lowest cost from a responsible vendor.

- Professional services i.e. audit, legal, election, professional consulting, maintenance agreements excluding buildings, employment services, drug and alcohol testing
- Individual travel services such as airfare, hotel accommodations, etc.
- Student Activity fund raisers, school pictures, graduation expenses, yearbooks
- Textbooks and workbooks
- Library/media books and materials
- Utilities
- Software and software upgrades and specialized source software
- Catering
- Repairs to damaged vehicles, buses, tractors and lawn equipment
- Staff training classes

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Every effort must be made to create a fair and competitive environment where all vendors who have requested to quote on these items are given an opportunity to have their proposals considered.

State and Local Contracts

The Chief Financial Officer may, at their discretion, allow purchase made from vendors awarded an Oklahoma State Contract in lieu of the District's bidding requirement.

Prohibitions

District employees violating this policy, exceeding their purchasing authority, or incurring an expense without a purchase order may be held personally and financially liable and subject to disciplinary action including, but not limited to suspension, demotion, termination and legal action.

District employees are expressly forbidden from accepting gratuities from any vendor or supplier. Gratuities as specified under this policy include cash or assets easily convertible to cash or any other form of special treatment which might influence the employees' selection of a vendor or supplier.

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4.04 Sanctioning of Student Achievement Programs and Parent-Teacher Associations and Organizations

The Board of Education of the Owasso School District (the "District) believes that student achievement programs (curricular, co-curricular and extracurricular) and parent-teacher associations and organizations can advance the educational goals of the Board of Education and confer a benefit to the students of the District. It is the purpose of this policy to establish guidelines for the sanctioning of student achievement programs and parent-teacher associations and organizations that raise money and collect revenues for the benefit of students. *Only those student achievement programs and parent-teacher associations and organizations sanctioned in accordance with this policy will be exempt from the statutory controls over school activity funds found in the Oklahoma School Code, OKLA. STAT. tit. 70, § 5-129.*

Sanctioning Procedure for Student Achievement Programs and Parent-Teacher Associations and Organizations

1. The District may sanction student achievement programs and parent-teacher associations and organizations that, according to the Board's determination, advance the educational objectives of the District, are beneficial to students and meet the requirements of this policy.
2. In determining whether a student achievement program or a parent-teacher association or organization should be sanctioned by the District, the Board of Education may consider: (1) if the program, association, or organization promotes activities that are an extension, expansion, or application of the District curriculum; (2) if the program, association, or organization assists student government or activities in carrying out special projects or responsibilities; (3) if the program, association, or organization assists student clubs, organizations, and other student groups in raising funds to promote activities approved by the Board of Education; and (4) supplemental information provided by the student achievement program or by a parent-teacher association or organization in support of its application.
3. Any organization requesting sanctioning by the Board of Education shall complete an "Application for Sanctioning" on an annual basis. The application shall include the following: (1) a statement of its purpose and goals; (2) organizational structure and membership requirements; (3) a detailed statement of how the District and its students will benefit if the organization is sanctioned; (4) a statement of nondiscrimination consistent with Oklahoma and federal laws; (5) an attached statement of financial activity for the most recent completed year, or if this is the organizations initial year of existence, a budget for the upcoming academic year; and (6) copies of bank statements for the previous twelve months; (7) updated list of co-signers on the bank account (Must have a minimum of two co-signers); (8) updated list of current officers; (9) a copy of the organization's current bylaws (if such by-laws have been amended or changed from the previous year). This application must be submitted to the Business Office by the 1st day of June proceeding the applicable sanctioning year. Late applications may be rejected.
4. The application shall be submitted to the Business Office for preliminary review by the Chief Financial Officer. After the program, association, or organization's written

statement has been reviewed by the Chief Financial Officer, a recommendation shall be made to the Board of Education. The Board of Education shall review the written statement, and shall sanction or decline to sanction the applicant. The decision of the Board of Education is final and non-appealable.

5. In order to maintain the status of a sanctioned program, association, or organization in accordance with this policy, the Superintendent, Chief Financial Officer or the Board of Education may require from any such program, association or organization, on an annual basis, that financial and/or performance audits be performed on the program, association, or organization by an independent accounting firm. The cost of such audits will be paid by the applicant. If requested by the Superintendent, Chief Financial Officer or the Board of Education, the audits shall be submitted to the Business Office within ninety (90) days of the date originally requested. Failure to comply with this provision in a timely manner will result in revocation of sanctioned status. The Board of Education shall review any audits submitted and determine if the program, association, or organization is entitled to continue to be sanctioned in accordance with this policy and if its funds should continue to be exempt from the statutory controls over student activity funds found in the Oklahoma School Code, OKLA. STAT. tit. 70, § 5-129.
6. The Superintendent, Chief Financial Officer, or the Board of Education may, at any time they deem warranted, request copies of any and all records maintained by the program, organization, or association. Copies of requested records must be promptly submitted to the Business Office.
7. The Board may, at its discretion, withdraw sanctioning at any time it deems it in the best interest of the School District. Any decision of the Board of Education to withdraw sanctioning is final and non-appealable.
8. No program, association or organization sanctioned under this policy shall publish or otherwise publicly indicate in any manner that it has been sanctioned by the School District under this policy.
9. To be considered for sanctioning, each program, association, or organization must adopt by-laws as its primary governing document. These by-laws must include all elements as are common to such organizations. The following provision must be included in the organization's by-laws: 1) explanation of its tax-exempt purpose, 2) recognition and resolution of any conflict of interest, and 3) the disposition of assets upon the dissolution or the organization.
10. Each program, association, or organization shall incorporate into its by-laws a provision that requires each treasurer, or such person responsible for reporting its financial activity, to submit a monthly financial report to the organization's governing board. This financial report shall include a listing of every financial transaction for that month. The report shall include each receipt/check number, amount, date, and recipient/payee. Each disbursement, whether by paper check or electronic transfer, shall have an accompanying invoice for verification. This financial report shall be accompanied by the corresponding detailed bank statement to corroborate the financial statement activity.
11. Each program, association, or organization must obtain its own federal employer identification number (EIN) and include that number on its annual application.

Amended March 2025
Amended April 2015

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12. Each program, association, or organization which has been granted tax-exempt status by the Internal Revenue Service is responsible for all required reporting to the federal and state taxing authorities.

Amended March 2025
Amended April 2015

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4.05 School Activity Fund

The Board of Education of Owasso Public Schools is committed to the support of patron participation to benefit the educational goals and student involvement within the District. The Board further supports the philosophy that all funds raised by parent organizations be expended in a timely manner for the benefits of students who are currently in attendance at a respective site or participating in an activity. All receipts shall be deposited in the school activity fund in a timely manner, (one [1] day) without holding substantial amounts of money (one hundred dollars [$100.00] or more) in the local building. All disbursements shall be made by checks prepared by the school activity fund custodian in the same manner prescribed by the Oklahoma Statutes and Oklahoma State Department of Education for other disbursements from that fund. For further information, see the General Regulations of the School Activity Funds Manual.

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4.06 Student Activities Expense Reimbursement

It is the policy of the Owasso Board of Education to reimburse pre-approved itemized and necessary meal and lodging expenses incurred by School District students and sponsors involved in authorized school-sponsored co-curricular activities.

Requests and arrangements for student travel will originate from the appropriate building administrator's office. Travel requests will be made as early as possible and placed on the building calendar as well as the master calendar.

The school will reimburse reasonable costs, subject to the availability of funds, for approved and documented lodging and meal expenses.

Claim forms for travel expenses are available in the building administrator's office. The forms will be completed and approved in the respective building and hand-delivered to the business office for payment.

The Board of Education will determine if reimbursement will be made from the general funds of the School District or from the school activity funds.

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4.07 Professional Organization Payroll Deductions

Any employee may request the District to make payroll deductions for either or both professional organization dues and political contributions. The District shall transmit deducted funds to the designated organization. Deductions shall be on a ten-month basis unless otherwise designated by the employee organization.

An employee may request in writing at any time for the District to immediately terminate or initiate payroll deductions to a professional organization. After such request, the District will initiate or terminate deductions within five (5) business days or by the next pay period, whichever, is earlier, and will notify the professional organization of the initiation or termination within fifteen (15) business days. If the request is to terminate a deduction, the District shall not make any advance payments to any professional organization of any future dues on behalf of the school employee.

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4.08 E-Rate Procurement

In selecting service providers for all eligible goods and/or services for which Universal Service Fund (E-Rate) support will be requested, the Administration shall:

1. Make a request for competitive bids for all eligible goods and/or services for which Universal Service Fund support will be requested and comply with applicable state and local procurement processes included in its documented policies and procedures.

2. Wait at least four weeks after the posting date of the FCC Form 470 on the USAC Schools and Libraries website before making commitments with the selected service providers.

3. Consider all bids submitted and select the most cost-effective service offering, with price being the primary factor considered.

4. Keep control of the competitive bidding process by not surrendering control to a service provider who is participating in the bidding process and not including service provider contact information of the FCC Forms 470.

Amended October 2012
Adopted August 2009

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4.09 Tax Exempt Bond Tax Compliance Guidelines

I. Use of Tax Exempt Bond Financing

The Independent School District No. 11 (Owasso Public Schools) ("Issuer") will evaluate opportunities to utilize tax exempt bond financing for major capital projects, primarily for building construction, acquisition and renovation and may also include the acquisition or equipment or other capital expenditures. Capital costs relating to equipment and furnishings will likely be included in financings for major capital projects.

Financing with tax exempt bonds is determined through the Director of Finance and the Board of Education.

Financing with tax exempt bonds will be coordinated with development campaigns implemented through the Director of Finance to assure gifts, while providing support for new, renovated and existing facilities, do not serve as a replacement for bond financing.

The Board of Education will adopt a resolution as a declaration of intent to use tax exempt financing to reimburse for project capital expenditures incurred prior to the borrowing.

The Superintendent and the Director of Finance will consult with legal counsel and bond advisors throughout the bond financing process, including during the post-issuance term of the bonds.

II. Tax-Exempt Bond Tax Law Compliance Requirements

Documentation

The federal tax law requirements affecting tax exempt financing are set forth in the No-Arbitrage Certificate which is included as a document in the closing transcript for the bonds.

After the delivery of a tax exempt financing, the bond advisor or bond counsel shall provide the completed IRS Form 8038-G in a timely manner to the Issuer, in order for a timely filing with the IRS. A copy of the executed form and return mail receipt will be retained by the Issuer with the other tax exempt financing documents.

External Counsel/Advisors

Issuer maintains an ongoing relationship with outside legal counsel and bond advisors to serve as a resource for advice regarding tax exempt bond compliance. Council will review all contracts or arrangements involving the use of the bond financed facilities by private parties or that may be an activity that is unrelated to the exempt purpose of the organization.

Issuer maintains a relationship with a firm to serve as bond advisor in connection with tax exempt bond financing to advise with respect to outstanding tax exempt bonds and for future capital projects.

Investments/Role of Issuer or Outside Advisor

The investment of bond proceeds is managed by the Director of Finance.

Unexpended bond proceeds are held by the Director of Finance in a Trustee Bank or Local Bank who is responsible for recording all investments and transactions relating to the proceeds. The Trustee Bank or Local Bank will provide to the Issuer, regular, periodic (monthly) statements regarding the investments and transactions involving bond proceeds. The Issuer also has access to all financial transactions and balances online for the Trustee Bank or Local Bank.

Arbitrage Rebate and Yield Restriction

The services of an expert advisor have been engaged by Issuer to assist in the calculation of arbitrage rebate attributable to the investment of bond proceeds.

Investment and checking (interest bearing account) statements and other requested documents and information will be provided to the rebate service provider by the Issuer upon request on a timely basis.

- Arbitrage rebate services will be monitored to assure compliance with required rebate payments, if any, no later than each 5-year period over the term of the tax-exempt bonds and upon the final maturity date of each bond issue.

- Alternatively, arbitrage rebate and/or yield restriction determinations will be made annually, and upon the final maturity date of each bond issue, with aforementioned data being submitted annually to the arbitrage provider.

During the construction period of the capital project, the investment and expenditure of bond proceeds will be monitored and the arbitrage rebate service provider will be consulted to determine compliance with exceptions from the arbitrage rebate requirement upon the expenditure of proceeds during each 6 month spending period up to 6 months, 18 months or 24 months, as applicable, following the issuance of the bonds.

Copies of all arbitrage reports, related return filings with the Internal Revenue Service, copies of cancelled checks with respect to any rebate payments and investment and checking (interest bearing account) statements will be retained as described below.

Private Use of Bond Proceeds

The Director of Plant Operation will monitor the use of bond financed assets (e.g., facilities, furnishings or equipment) throughout the term of the bonds (or the expected useful life of the assets, if shorter) to identify any use by a private person, including any use that is unrelated to the tax exempt purpose of the organization.

Monitoring of such private use must assure that no more than 5% of the bond proceeds are privately used. Bond proceeds applied to pay costs of issuing the bonds are treated as a private use.

Records will be maintained identifying the assets or portion of assets that are financed with tax exempt bond proceeds.

Outside legal counsel and bond advisers have been engaged and will be consulted to review any contracts or arrangements involving private or unrelated use of the bond financed facility and to assist in monitoring the use of bond financed assets to assure compliance with the 5% limitation on the use of bond proceeds for private use.

Records will be maintained for any contracts or arrangements involving private or unrelated use of the bond financed facility.

Representatives of the Issuer will meet at least annually with facilities personnel to identify and discuss any existing or planned private or unrelated use of bond financed facilities.

The Director of Plant Operations will maintain a record of private and unrelated use of bond financed facilities to assure ongoing compliance with the 5% private use limitation throughout the term of the bonds.

All relevant records and contracts will be maintained as described below.

III. Record Keeping Requirements **

A copy of all relevant documents and records sufficient to support that the requirements relating to the tax-exempt status of the bonds have been satisfied will be maintained by the Director of Finance for the term of the bonds (including refunding bonds, if any) plus three years, including the following documents and records:

- Bond closing transcript and other relevant documentation.
- All documents relating to capital expenditures financed by bond proceeds. Such documents will include construction contracts, purchase orders, invoices, trustee requisitions (if applicable) and payment records. Such documents will include documents relating to costs reimbursed with bond proceeds.
- Records will be maintained identifying the assets or portion of assets that are financed with tax exempt bond proceeds.
- All contracts and arrangements involving private or unrelated use of the bond financed assets.
- All reports relating to the allocation of bond proceeds and private or unrelated use of bond financed assets.
- All records of investments, investment agreements, arbitrage reports, return filings with the IRS and underlying documents, including investment and checking (interest bearing account) statements

**To support these tax positions, material records should generally be kept for as long as the bonds are outstanding, plus 3 years after the final redemption date of the bonds. This rule is consistent with the specific record retention requirements under section 1.148-5(d)(6)(iii)(E) of the arbitrage regulations. Certain federal, state, or local record retention requirements may also apply.

IV. Tax Compliance Training

The Director of Finance, responsible for monitoring post-issuance compliance matters, will attend training or educational forums no less than on an annual basis to stay up to date with tax exempt bond tax requirements.

V. Annual Review

The Issuer or Issuer's designee will coordinate an annual review process to investigate, monitor, assure and document compliance with tax exempt bond tax requirements.

Adopted June 2012

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4.10 Procurement Plan for Child Nutrition Programs

This procurement plan will be implemented on September 10, 2018 from that date forward until amended. All procurements must adhere to free and open competition. Source documentation must be available to determine open competition, the reasonableness, the allow ability, and the allocation of costs.

_____ _____

Chairman, Board of Education Date

_____ _____

Chairman, Board of Education Date

SECTION I - PROCUREMENT PLAN GENERAL REQUIREMENTS

The plan for Owasso Public Schools is for procuring items for use in the Child Nutrition programs (CNP) and is as follows:

The procurement plan provides for free and opens competition, transparency in transactions, comparability, and documentation of all procurement activities.

1. The following *Code of Conduct* will be expected of all persons who are engaged in the awarding and administration of contracts supported by CNP reimbursement funds. These written standards of conduct include:
    a. No employee, officer, or agent shall purchase or establish a contract if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
        i. The employee, officer, or agent
        ii. Any member of the immediate family
        iii. His or her partner
        iv. An organization that employs or is about to employ one of the above
    b. Employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
    c. The purchase during the school day of any food or service from a contractor for individual use is prohibited.
    d. No item, food, or beverage purchased with nonprofit school food service funds will be removed from the school premises by school personnel.
    e. Penalties for violation of the standards of code of conduct of the Owasso Public Schools CNP should be:
        i. Reprimand by Board of Education
        ii. Dismissal by Board of Education
        iii. Any legal action necessary
2. Regardless of procurement method, the following factors will be determined regarding the allow ability of costs:
    a. Be necessary and reasonable for proper and efficient administration of the program(s)
    b. Be allocable to federal awards applicable to the administration of the program(s)
    c. Be authorized and not prohibited under state and local law

3. Purchasing will be conducted at the most restrictive procurement threshold:

	Federal Procurement Thresholds	**SFA Procurement Thresholds (Input)**
Micro Purchasing	Less than $10,000	Less than $10,000
Equipment	Over $5,000	Over $5,000
Small/Informal	Less than $250,000	Less than $250,000
Formal	Greater than $250,000 or any total Food Service Management Contract	Greater than $250,000 or any total FSMC Contract

1. All staff conducting purchasing will be trained on the procurement procedures.
2. All purchasing records must be maintained no less than the current year plus three additional years.

***Buy American* Provision**

Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42 U.S. 1760) to require SFAs participating in the NSLP and SBP in the United States to purchase for those programs, to the maximum extent practicable, domestic USDA Foods or products. For purposes of this provision, the term domestic food commodity or product means agricultural USDA Foods produced in the United States, including Guam, American Samoa, the Virgin Islands, Puerto Rico, and the Northern Mariana Islands, and food products processed in the United States ***SUBSTANTIALLY*** using agricultural USDA Foods that are produced in the United States. The Conference Report accompanying Public Law 105-336 makes it clear that the term ***SUBSTANTIALLY*** means that over 51 percent of the processed food comes from American-produced products.

1. Geographic Preference

The use of statutorily or administratively imposed in-state or local geographic preferences for procurements under USDA entitlement programs is prohibited, except for unprocessed locally grown or locally raised agricultural products. The Food, Conservation, and Energy Act of 2008 (Public Law 110- 246, Section 4302) amended Section 9(j) of the NSLA to allow institutions receiving funds through CNP to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When geographic preference is used, an SFA must still get quotes from several farmers when procuring unprocessed locally grown or locally raised agricultural products so that competitors have an opportunity to compete for the bid.

2. Protest Procedures

Protest procedures are required. SFAs will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the SFA before pursuing a protest with a federal agency. Reviews of protests by the federal agency will be limited to:

a. Violations of federal law or regulations and the standard of 7 CFR §3016 (violations of state or local law will be under the jurisdiction of state or local authorities).

b. Violations of the SFA's protest procedures for failure to review a complaint or protest. Protests received by the federal agency other than those specified previously will be referred to the SFA

(See attachment for protest procedures)

3. Non-kickback Affidavit

Please note that Oklahoma statute 62 O.S. §310.9 requires a signed and notarized non-kickback affidavit on every purchase order of $25,000 or more. The affidavit is to be signed by the person or persons authorized to accept payment on behalf of the architect, contractor, engineer, or supplier.

4. Lobbying Certification (Reference 200.326[1])

a. Lobbying certification must be obtained for procurement contracts of more than $100,000. Any vendor whose contract award is for more than $150,000 must complete a Certification Regarding Lobbying form. The SFA must keep this signed certification statement on file with a copy of the vendor's contract. (If applicable**, see attachment)**

b. Any SFA or its vendors who participate in lobbying activities must complete a Disclosure of Lobbying Activities form. SFAs must submit this completed form to the State Agency. A vendor would submit its completed form to the SFA **(If applicable, see attachment)**

5. Debarment or Suspension

An SFA is prohibited from contracting with an individual or company that has been debarred or suspended in accordance with 2 CFR §180, as adopted and modified by USDA regulations at 2 CFR §417. This prohibition does not extend to contracts in existence at the time of the debarment or suspension or to most contracts under $25,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of $25,000 or more and to contracts for audit services, regardless of amount.

6. Beverage and Snack Agreement

In some cases, the exclusive contracts do not involve nonprofit school food service account (SFSA) funds, in which case there are no federal FNS procurement issues involved. However, if any nonprofit school food service products are purchased via the exclusive contract, then all

federal procurement requirements must be met. If small purchase procedures are used for a procurement of $250,000 or less, price or rate quotations must be obtained from an adequate number of qualified sources. Additionally, if nonprofit school food service products are included in the contract, any rebates, commissions, scholarship fund contributions, or any other payments back to the SFA or SFA-related organizations must be reimbursed to the nonprofit SFSA on a prorated basis.

a. No federal prohibition on multiyear contracts other than for FSMCs. It is suggested, however, that school procurement officials consider the impact of multiyear contracts, as opposed to one-year contracts, on beverages and snacks. Long-term contracts would appear to be more appropriate for nonperishable products and services such as warehousing and equipment rental. As noted above, however, there is no federal prohibition on these longer-term contracts.

b. Public Law 108-265, Section 102, requires a school participating in the NSLP shall not directly or indirectly restrict the sale or marketing of fluid milk products by the school (or by a person approved by the school) at any time or any place on the school premises or at any school-sponsored event.

c. Schools participating in the NSLP must check all beverage contracts for language that may limit the sale of milk on school grounds. The sale of milk cannot be limited at any time during the school day or at any place on the school premises. Contracts may have language that is hard to understand. Look for the term Exclusive Pouring Rights. Every school district must have amended their beverage contracts that limit the sale of milk should such language exist. The primary effect of this provision is to prevent contract limitations on the sale of fluid milk in competition with other beverages.

d. Contracts in excess of $250,000 shall contain provision that require compliance with all applicable standards, orders, or requirements issued under Section 306 of the *Clean Air Act* (42 U.S.C. 1857[h]), Section 508 of the *Clean Water Act* (33 U.S. C. 1368), Executive Order 11738, and *Environmental Protection Agency (EPA) Regulation* (40 CFR §15), which prohibit the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the grantor agency and to the EPA Assistant Administrator for Enforcement (EN-329). The contract must recognize mandatory standards and policies relating to energy efficiency that are contained in the State Agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

e. The SFA will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

    i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

    ii. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.

    iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.

    iv. Establishing delivery schedules, where the requirement permits, which encourage

participation by small and minority businesses and women's business enterprises.

v. Using the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

SECTION II - MICRO PURCHASING

If the amount of purchases for items is less than $10,000 and less than the SFA's small purchase threshold, the following procedures will be used:

1. Purchases will not be separated into two or more purchases to meet or be below the $10,000 threshold.
2. The price quotes will not be required. Competition is not required.
3. When practicable, micro purchases will be distributed equitably among qualified suppliers.
4. Documentation of purchases will be kept and maintained for three years plus the current year.

The Child Nutrition Director will be responsible for documentation of purchase.

NOTE: Federal threshold of $2,000 is applicable in the case of acquisitions for construction subject to the Davis-Bacon Act.

SECTION III - PURCHASING EQUIPMENT

If the amount of purchases for equipment is **greater than $5,000,** the following procedure will be used:

1. Written specifications will be prepared and provided to vendors.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
3. The price quotes will receive appropriate confidentiality before award.
4. If using USDA funding for the purchase, the SFA will seek prior approval from Oklahoma CNP unless the equipment is placed on the Equipment Preapproval List located in the Child Nutrition Manual.
5. Quotes will be awarded by CN Director and/or Executive Director . Quotes awarded will be to the lowest and best quote based upon quality, service availability, price, and/or availability
6. The Child Nutrition Director is responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors, price quotes

from each vendor, and written specifications.

7. The Child Nutrition Director specified is received will be responsible for documentation that the actual product is received.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the nonfederal entity for financial statement purposes or $5,000.

See also §§200.12 capital assets, 200.20 computing devices, 200.48 general purpose equipment, 200.58 information technology systems, 200.89 special purpose equipment, and 200.94 supplies.

SECTION IV-SMALL PROCUREMENT

If the amount of purchases for items is ***greater than $10,000 and less than $250,000 (or the SFA's small purchase threshold),*** Small Purchase Procedures must be followed. Quotes documented from an adequate number of qualified sources will be required.

☐ Purchases over $10,000, but below $250,000

Quotes

1. Written specifications will be prepared and provided to the vendor.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
3. The Child Nutrition Director will be responsible for contacting potential vendors when price quotes are needed.
4. The price quotes will receive appropriate confidentiality before award.
5. Quotes will be awarded by the Child Nutrition Director . Quotes awarded will be to the lowest and best quote based upon quality, service availability, price, and/or.
6. The Child Nutrition Director will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
7. The Child Nutrition Director will be responsible for documentation that the actual product specified is received.
8. Anytime an accepted item is not available, the Child Nutrition Director will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item. Substituted items will not be made at the vendor's discretion.
9. Purchasing will be based on the following criteria (Example: quality, delivery, service):
    a. Price
    b. Quality
    c. Service

SECTION V-FORMAL PROCUREMENT

Select one or more as applicable:

- ☐ Purchases over $250,000 or over *(Sponsor input if threshold is below federal limit of $250,000, must use most restrictive)*
- ☐ Food Service Management Contracts at any total cost *(does not include vended meal agreements)*
- ☐ **NA,** no purchases over $250,000 or Food Service Management Contracts

1. If the amount of purchases is $250,000 *(or SFA approved threshold if less),* or for a Food Service Management Contract, formal procurement procedures will be used as required by 2 CFR Part 200.318- 326, formerly 7 CFR §3016.36.

Category	Procurement Method	Evaluation Used	Contract Award Type	Contract Duration/ Frequency
FSMC	RFP	Criteria Outlined in RFP	Food Management Service	Annual Amendment with RFP issued every 5 years
Equipment	Bids	Price/Quality / Service	Purchase of equipment	As needed

2. Formal bid procedures will be applied on the basis of a:
   a. Centralized System
   b. Individual Site
   c. Multi-sponsor Systems
   d. State Contract
   e. Combination of above (Specify): _____
3. Because of the potential for purchasing more than $250,000, it will be the responsibility of the CN Director to document the amounts to be purchased so the correct method of procurement will be followed.
4. When a formal procurement method is required, the following Competitive Sealed Bid or an Invitation for Bid (IFB) or Competitive Proposal in the form of a Request for Proposal (RFP) procedures will apply:
   a. An announcement of ***an IFB or a RFP*** will be placed in the local newspaper - Owasso Reporter and district website to publicize the intent to purchase needed items. The advertisement for bids/proposals or legal notice will be run for one-week minimum
   b. An advertisement is required for all purchases over the districts shall purchase threshold of $250,000. The announcement will contain a:

i. General description of items to be purchased
ii. Deadline for submission of questions and the date written responses will be provided, including addenda to bid specifications, terms, and conditions as needed
iii. Date of pre-bid meeting, if provided, and if attendance is a requirement for bid award
iv. Deadline for submission of sealed bids or proposals
v. Address of location where complete specifications and bid forms may be obtained.

c. If an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.

d. The developer of written specifications or descriptions for procurements will be ***PROHIBITED*** from submitting bids or proposals for such products or services.

e. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:

i. Contract period
ii. SFA is responsible for all contracts awarded (statement)
iii. Date, time, and location of bid opening
iv. How vendor is to be informed of bid acceptance or rejection
v. Delivery schedule
vi. Set forth requirements (terms and conditions) which bidder must fulfill in order for bid to be evaluated
vii. Benefits to be entitled if the contractor cannot or will not perform as required
viii. Statement assuring positive efforts will be made to involve minority and small business
ix. Statement regarding the return of purchase incentives, discounts, rebates, and credits to the nonprofit CN account
x. Contract provisions as required in 7 CFR Part 210.21(f) for all cost reimbursable contracts
xi. Contract provisions as required in 7 CFR Part 210.16(a)(l-10) for food service management company (FSMC) contracts
xii. Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding
xiii. Price adjustment clause (escalation/de-escalation) based on appropriate standard or cost index (Consumer Price Index [CPI] or other as stated in terms and conditions for pricing and price adjustments)
xiv. Method of evaluation and type of contract to be awarded

xv. Method of award announcement of effective date (if intent to award is required by state or local procurement requirements)

xvi. Specific bid protest procedures, including contact information of person and address and the date by which a written protest must be received

xvii. Provision requiring access by duly authorized representatives of the SFA, State Agency, USDA, or Comptroller General to any books, documents, papers, and records of the contractor, which are directly pertinent to all negotiated contracts

xviii. Method of shipment or delivery upon contract award

xix. Provision requiring contractor to maintain all required records for ***THREE*** years after final payment and all other pending matters (audits) are closed for all negotiated contracts

xx. Description of process for enabling vendors to receive or pick up orders upon contract award

xxi. Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)

xxii. Signed statement of non-collusion

xxiii. Signed Disbarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS)

xxiv. Specifications and estimated quantities of products and services prepared by SFA and provided to potential contractors desiring to submit bids/proposals for the products or services requested

xxv. If any potential vendor is in doubt as the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the CN Director/Executive Director by request.

xxvi. The CN Director/Executive Director will be responsible for securing all bids or proposals

xxvii. The CN Director/Executive Director will be responsible to ensure all SFA procurements are conducted in compliance with applicable federal, state, and local procurement regulations

xxviii. The following criteria will be used in awarding contracts as a result of bids/proposals:

5. In awarding a competitive negotiation (RFP), a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award but remains the primary consideration when awarding a contract. Following revaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.
    a. The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the SFA,

price and other factors considered. Any and all bids or proposals may be rejected in accordance with law.

b. The CN Director/Executive Director is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.

c. The CN Director/Executive Director is responsible for reviewing the procurement system to ensure compliance with applicable laws.

d. The CN Director/Executive Director is responsible for documentation the actual product specified is received. Anytime an accepted item is not available, the CN Director/Executive Director will select the acceptable alternate. The contractor must inform the CN Director/Executive Director by written notice when a product is not available. In the event a nondomestic agricultural product is to be provided to the SFA, the contractor must obtain, in advance, the written approval of the product. The FSMC/Contractor must comply with the ***Buy American*** provision.

e. Full documentation as to the reason an accepted item was unavailable and to the procedure used in determining acceptable alternates will be available for audit and review. The person responsible for this documentation is the Child Nutrition Director.

f. The Child Nutrition Director is responsible for maintaining all procurement documentation.

SECTION VI - NONCOMPETITIVE NEGOTIATION

If items are available ***only*** from a ***single*** source when the award of a contract is not feasible under small purchase, sealed bid, or competitive negotiation, noncompetitive negotiation procedures will be used:

1. Written specifications will be prepared and provided to the vendor.
2. The Child Nutrition Director will be responsible for the documentation of records to fully explain the decision to use the noncompetitive negotiation. The records will be available for audit and review.
3. The Child Nutrition Director will be responsible for documentation that the actual product or service specified was received.
4. The Child Nutrition Director will be responsible for reviewing the procedures to be certain that all requirements for using single source or noncompetitive negotiation are met.
5. Noncompetitive negotiations shall be used for one-time purchases of a new food item in order to determine food acceptance by students and for samples for testing purposes. A record of noncompetitive negotiation purchase shall be maintained by the Child Nutrition Director. The record of noncompetitive purchases shall include, at a minimum, the following:

    a. Item name
    b. Dollar amount
    c. Vendor

d. Reason for noncompetitive procurement

NOTE: Due to the rural location of the district, it is feasible the school will only receive one responsible and responsive response.

SECTION VII - EMERGENCY PURCHASING

If it is necessary to make a one-time emergency procurement to continue service to obtain goods, the purchase shall be made and a log of all such purchases shall be maintained by Owasso Public Schools

The following emergency procedures shall be followed. All emergency procurements shall be approved by the Child Nutrition Director. At a minimum, the following emergency procedures shall be documented:

a. Item name
b. Dollar amount
c. Vendor
d. Reason for emergency

If the emergency purchasing need requires a contract, all books, records, and other documents relative to the award of the contract must be retained for three years after final payment. Specifically, the SFA shall maintain, at a minimum, the following documents:

a. Written rationale for the method of procurement
b. A copy of the original solicitation
c. The selection of contract type
d. The bidding and negotiation history and working papers
e. The basis for contractor selection
f. Approval from the State Agency to support a lack of completion when competitive bids or offers are not obtained
g. The basis for award cost or price
h. The terms and conditions of the contract
i. Any changes to the contract and negotiation history
j. Billing and payment records
k. A history of any contractor claims
l. A history of any contractor breaches

INFORMAL PROCUREMENT LOG
To Be Used for Purchases of $250,000 or Less

Check the box next to the supplier that you choose. If chosen supplier does not provide the lowest overall price, explain decision on attached sheet. Document contact with two or more vendors.

Items to be purchased and specifications:

	Date and Method of Contact	Bid Price	Negotiated Price	Notes
Supplier 1				
Supplier 2				
Supplier 3				

Chart of Procedures

Owasso Public Schools will purchase the following products or group of products and services as per the stated purchase period using the identified procurement method. ***Price quote time frame*** period is defined as the time frame for which bids or quotes are obtained and awarded.

PRODUCT	PRICE QUOTE TIME FRAME	PROCUREMENT METHOD USED
Milk	N\A	N/A
Bread	N\A	N\A
Canned fruits	N\A	N\A
Canned vegetables	N\A	N\A
Frozen vegetables	N\A	N\A
Prepared fruits and vegetables	N\A	N\A
Fresh fruits	N\A	N\A
Fresh vegetables	N\A	N\A

Meats	N\A	N\A
Paper products	N\A	N\A
Chemicals	N\A	N\A
Small equipment	As needed	Small Purchase Procedures
Large equipment	As needed	Equipment Purchase Procedures
Maintenance Services	As needed	Micro/Small Purchase Procedures
Application Printing Services	As needed	Micro Purchase Procedure
Tech Equipment	As needed	Micro/Small Purchase Procedures

SECTION 5 | STUDENTS

5.01 Administration of Medicine to Students

Purpose

The purpose of this policy is to identify when district personnel are authorized to administer medication to students, when students are authorized to self-medicate and how district personnel will maintain, administer, monitor and dispose of student medication.

Definitions

For purposes of this policy, these terms have the following definitions:

"Medicine" or “medications” includes prescription medications and over-the-counter medicines such as but not limited to cough drops, antacid medicated ointments and any other item used to treat an illness, disease or malady. This term shall not include “Sunscreen” as defined below.

“Parent” means a parent, a court appointed guardian or a person having legal custody.

“Physician” means a licensed physician or other health care provider with prescriptive authority.

“Sunscreen” means a compound topically applied to prevent sunburn.

Policy

Under Oklahoma law, a school nurse, an administrator or a designated school employee may administer prescription and nonprescription medications and assist in applying sunscreen to students. Medications may be given only with written permission from the parent/guardian, or physician order. The Student’s need for non-prescription medications will be assessed by the Registered Nurse, Licensed Practical Nurse, Health Aid or designee who has documented training and given per consulting physician order guidelines.

Except as provided in this policy and in the district’s Student Diabetes Care and Management policy, students may not retain possession of or self-administer any medicine. Violation of this rule will be reported to the student's parents/guardians and may result in discipline, including out-of-school suspension.

As further set out below, the district retains the discretion to reject requests for the administration of medication or application of sunscreen and to discontinue the administration of medication or application of sunscreen.

All students in Owasso Public Schools must provide registration information (InfoSnap) each school year. Part of registration includes a “Medication Authorization” permission form, which must be on file for each student in order to administer any medication to the student.

The parent must deliver the student’s medicine to the school nurse or designated school employee in its original container with the parent’s written authorization for administration of the medicine. Sunscreen for application by a school nurse must be delivered to the school nurse or

designated school employee in its original container with the parent's written authorization for application of sunscreen. The parent's authorization for either administration of medicine or application of sunscreen must identify the student, the medicine or sunscreen, and include or refer to the label for instructions on administration of the medicine. The school nurse, an administrator or a designated employee will administer the medicine to the student or assist the student in applying sunscreen pursuant to the parent's instructions and the directions for use on the label or in the physician's prescription. The parent must complete a new authorization form annually and for each change of medication or sunscreen. The district will maintain the authorization form as a part of the student's health record. Authorization forms will be available in the front office of every school site. A parent who chooses to do so may come to the school and personally dispense medication or apply sunscreen to the student.

The administration of each school will keep a record of the students to whom medicine is administered or sunscreen is applied, the date of administration or application, the person who administered the medicine or applied the sunscreen, and the name or type of medicine or sunscreen administered.

Medications and sunscreen will be stored in a separate locked drawer or cabinet that is readily accessible only to the persons who will administer the medication or apply the sunscreen. Medications requiring refrigeration will be refrigerated in a secure area.

Any person administering medicine or applying sunscreen to a student will participate in training by October 1 of each year conducted by a school nurse or other health care professional. The training will include:

- Review of state statutes and school rules and regulations (including this policy) regarding administration of medication and application of sunscreen by school personnel;
- Procedures for administration, documentation, handling and storage of medication; and
- Medication needs of specific students, desired effects, potential side effects, adverse reactions and other observations.

Only those persons who successfully complete the training are authorized to administer medication or apply sunscreen. Each school site will maintain a current list of those authorized to administer medication and apply sunscreen at that site.

Students who are able to self-administer specific medications, such as inhaled asthma medication or anaphylaxis medication, or use specialized equipment, such as an inhaler or Epinephrine injector, replacement pancreatic enzymes for Cystic Fibrosis; may do so provided such medication and specialized equipment are transported and maintained under the students' control in compliance with the following rules:

- A licensed physician or dentist must provide a written order that the student has a particular medical condition (asthma, anaphylaxis, etc.), is capable of and has been instructed in the proper method of self-administration of medication. It is the parent's

responsibility to contact the physician and have the physician complete and return the required order.

- The parent must provide a written authorization for self-administration of medication.
- Parents who elect self-medication understand and agree that the district, its agents and employees shall incur no liability for any adverse reaction or injury the student suffers as a result of self-administration of medication and/or use of specialized equipment.
- The written authorization will terminate at the end of the school year and must be renewed annually.
- If the parent and physician authorize self-medication, the district is not responsible for safeguarding the students' medications or specialized equipment.
- Students who self-medicate are prohibited from sharing or playing with their medication or special equipment. If a student engages in these activities the parent will be contacted and a conference will be scheduled with the parent, student, nurse and other appropriate persons.
- Students will not be allowed to self-administer:
  - Narcotics;
  - Essential Oils and CBD Oils
  - Prescription painkillers;
  - Medication used to treat ADD/ADHD or other psychological or behavioral disorders; and
  - Other medication hereafter designated in writing by the district.

Except as otherwise provided by an individual student's school health plan, students may self-administer non-diabetes and non-anaphylaxis-related injectables only in the school office in the presence of authorized school personnel. Diabetes-related injectables will be administered in accordance with the district's Management of Students with Diabetes policy.

Students who self-medicate are encouraged to wear Medic Alert bracelets or necklaces.

The parent will provide an emergency supply of a student's inhaled asthma medication or anaphylaxis medication to be administered by school personnel, as required by state law.

Students who are able to self-apply sunscreen may do so provided such sunscreen is regulated by the Food and Drug Administration. Students may self-apply sunscreen without the written authorization of a parent, legal guardian or physician. All students are permitted to possess sunscreen that is regulated by the Food and Drug Administration.

Sunscreen

School staff will only assist the student in applying sunscreen with the parent's written authorization and according to label directions or, if applicable, written instructions from the student's physician. The sunscreen must be in the original container indicating:

- Ingredients; and
- Directions for Application.

Nonprescription Medication

School staff will only administer nonprescription medication with the parent's written authorization and according to label directions and/or written instructions from the student's physician. The medication must be in the original container that indicates:

- Student name (affixed to the container);
- Ingredients;
- Expiration date;
- Dosage and frequency;
- Administration route, i.e., oral, drops, etc.; and
- Other directions as appropriate.

School staff will only administer aspirin (acetylsalicylic acid) and products containing salicylic acid with written instructions from the student's physician. The parent must provide and maintain a supply of nonprescription medication for the student.

Prescription Medication

School staff will only administer prescription medication with written authorization and instructions. Prescription medication must be in the original container that indicates:

- Student name;
- Name and strength of medication and expiration date;
- Dosage and directions for administration;
- Name of the licensed physician or dentist;
- Date, name, address and phone number of the pharmacy.

If medication is a sample from the Doctor's office, a physician's note must accompany the sample with all of the information requested in the previous section.

The initial dose of a new medication will NOT be given at school due to possible reaction.

No more than a one-month supply of prescription medication be kept at school.

The transportation of prescription medication to and from school is the responsibility of the parent/guardian.

Vitamins/herbs/homeopathic remedies, essential oils, and CBD products not FDA approved will not be given at school.

The parent must provide and maintain the supply of prescription medication for the student.

The parent must reclaim any remaining medication by the last official day of school closing or within seven days after the prescribing physician discontinues the medication. The school nurse or designated employee will destroy in a non-recoverable fashion in the presence of a witness any medication not timely reclaimed. The person who destroys the medication will record the following information:

- Date of destruction;
- Time of destruction;
- Name and quantity of medication destroyed; and
- Manner of destruction of medication

Any and all controlled substances will be destroyed according to state law.

The school nurse or designated employee will advise the principal or designee if discontinuance of medication to a student is appropriate and assist in informing the parent. Legitimate reasons for discontinuing administration of medication include, but are not limited to the following:

- A legitimate lack of space or facility to adequately store specific medication;
- Lack of cooperation by the student, parent and/or prescribing doctor and the district;
- An unexpected and/or adverse medical reaction to the medication at school, i.e., mood change, allergic reaction, etc., considered to be harmful to the health and well-being of the student;
- Any apparent change in the medication's appearance, odor, or other characteristics that raise reasonable doubts about the quality of the medication; and
- The medication expiration date has passed.

Narcotic medication will not be stored or administered at school by school personnel. Custodial parents/guardians of students being treated by a physician with prescription narcotic medication may administer such medication to their child during the school day. Parents/guardians administering the narcotics medication should report to the main office to request their child for administration of the narcotic medication.

Under state law the Board of Education, the School District, or employees of the District shall not be liable to the student or the student's parents or guardian for civil damages for any

personal injuries to the student which result from acts of omissions of school employees in administering the narcotic medicine. Also the School district, its agents and employees shall incur no liability for any adverse reaction or injury suffered by the students as a result of the parent's/guardian's administration of narcotic medication during school hours.

District-Wide Emergency Use Stock Inhalers

- Per Senate Bill 381, inhalers and spacer devices may be stocked for use when a student is in need of an inhaler and does not have access to a personal device. Any stock inhalers must be prescribed to the District by a licensed physician. Trained personnel may administer an emergency inhaler when they believe in good faith that a student is having respiratory distress. In the event that a stock inhaler is administered because of respiratory distress, EMS services will be contacted as soon as possible.

District-Wide Administration of Opiate Antagonists (Narcan)

- District medical personnel or other district employees trained in recognizing signs of opiate overdose may administer an opiate antagonist (Narcan) for a student or other individual exhibiting signs of an opiate overdose.

District-Wide Use of Epinephrine Injectors

- Per Senate Bill 381, epinephrine injectors may be stocked for use when a student is in need of an epinephrine injection and does not have access to a personal device. Any stock epinephrine injectors must be prescribed to the District by a licensed physician. Trained personnel may administer an emergency Epinephrine injection when they believe in good faith that a student is having an anaphylactic reaction. In the event that a stock epinephrine injection is administered because of an anaphylactic reaction, EMS services will be contacted as soon as possible.
- There will be designated and trained personnel at each school site responsible for:
    - Obtaining the Epinephrine injectors at each school site
    - Ensuring appropriate training on the administration of the injectors for designated staff members
    - Distributing and maintaining annual parent/guardian consent forms.
- No Epinephrine injection shall be given if the proper written consent is not on file with the District.

5.03 Attendance

Attendance Matters

Encouraging regular attendance is one of the most powerful ways you can prepare your child for success in school. When school attendance is a priority, children get better grades, develop healthy life habits, avoid dangerous behaviors and have a better chance of graduating high school. When students are absent for fewer days, their grades and reading skills often improve. Students who attend school regularly also feel more connected to their community, develop important social skills and friendships, and are significantly more likely to graduate from high school, setting them up for a strong future. Regular attendance at school is required by state law and encouraged by the Owasso Public School District. Under school law, parents are responsible for their child's attendance until graduation from high school or the age of 18.

When students are absent just two days per month - even when the absences are excused - it can have a negative impact. This adds up to being absent 18 times during the year, which is considered chronically absent. Over the course of a student's school career, this is equal to 234 days, which is almost 1 ½ years of school missed.

Because some absences may be beyond a student's control, the District has established school attendance requirements for each site that seek to strike a balance between the need for consistent attendance and the events that may lead to a student's absence. Student handbooks outlining attendance requirements are distributed annually at each site.

Attendance - Absences

- If an absence is anticipated, please notify the teachers and attendance office ahead of time. **Parents who will be out of town and unable to contact the attendance office in case their student is absent must contact the attendance office before leaving town and designate the person/persons responsible for clearing their student's absence notifying the school of the student's absence while they are unavailable.**
- Half-Day: In order for a student to be credited for a half-day of attendance, a student must be in attendance two of the first three hours of the school day to be recorded present for one-half day. Likewise, a student must be in attendance two of the final three hours to be recorded present for one-half day. (Per Accreditation of Oklahoma Schools)
- There are two types of absences: excused and unexcused. School work missed because of an **excused** absence is to be made up by the student. It is the responsibility of the student to check with the teachers to see what work was missed and when it is due.
- Any child running a fever is not permitted to be at school. **Children MUST be fever free for 24 hours without the aid of fever reducing medication before returning to school.**
- For secondary credited classes, the maximum number of days that a student may be absent and still receive credit for the semester is **nine (9)**. Students who attend Ram Academy are allowed **five (5)** total absences in each class per nine-week academic block. The maximum includes **BOTH** excused and unexcused absences. It does not include student activities.

- Parents of students who have excessive absences will be notified in writing.

Attendance – Makeup Assignments

A student going on a field trip or activity trip must check before the trip with his/her teachers for his/her assignments. The student will receive full credit for the make-up work when it is turned in, on or before the specified time.

Secondary

- For excused absence, a student will receive a day for every day out.
- For a school activity, work is due on the due date or immediately upon return.
- When a student receives a truancy, there is to be no make-up work.

Elementary

- When a student is absent longer than two (2) days, the parent/guardian may call the school to request assignments to be picked up in the office on the third day.
- When students are absent, they have the number of school days they were absent plus one school day to complete assignments. (Example: If a student is absent 3 days, he has 4 days to complete his homework.)

In the event of an extended period of absences (consecutive days totaling two weeks or more), arrangements may be made for home based instruction. These arrangements are made through the site administrator and counselor.

Attendance Requirements for School Activities

The board recognizes that co-curricular programs of the school have educational benefits. Therefore, it shall be the policy of this board to minimize absenteeism from regular classes while providing students the opportunity to participate in co-curricular activities.

Students will be allowed a maximum of ten (10) absences from each class period during the school year to participate in approved activities. Any deviation from the ten days' absence rule shall not exceed five (5) days. Absences for activities that are of a state and national nature, as defined by the criteria of "earned right to compete" and/or guidelines as set forth by the Oklahoma Secondary School Activities Association for participation beyond district competition shall not be considered an absence for the purpose of this policy. The following activities meet the criteria/guidelines of "earned right to compete":

1. Athletics-Guidelines as set forth by Oklahoma Secondary School Activities Association (OSSAA) for participation beyond district competition.
2. Fine Arts (Choral Music, Instrumental Music, Theatre, Speech & Debate, Dance, Color Guard/Winter Guard, and Juried Art Shows) Guidelines as set forth by Oklahoma Secondary School Activities Association (OSSAA) for participation beyond district competition.

3. Vocational and 4-H State Competition Livestock Shows which include students having placed in one of the top seven (7) places at the county show/fair.
4. National, Multi-State, or State Career and/or Leadership Development Event Contests eligible to attend shall be officers or elected delegates as specified by chapter regulations.

It is the responsibility of the student to plan and be responsible for these absences. The student should check with sponsors at the beginning of the school year to aid in selection of events that the student may wish to attend.

Seniors and Juniors may use two days per semester to visit a college or armed service as a school activity. An official letter must be turned into the attendance office the day the student returns to school.

An attendance record of days or class periods missed due to school activities will be kept by the school and such records will be open for inspection by the student, parent or guardian of the student, sponsors, and other teachers to aid students in planning absences throughout the year. Any absence over the maximum often without the approval of the Internal Activities Review Committee shall be counted as an unexcused absence in accordance with local board policy.

Medical Exemptions for OSDE Chronic Absenteeism

In the event of a chronic or recurring illness, written documentation by the student's doctor indicating the nature of the chronic or recurring condition, including the diagnosis is required. The illness substantiated by the doctor's written statement will suffice for each individual absence. Documentation of chronic or recurring illness will not extend beyond the end of the current school year.

To determine medical exemptions for accountability purposes on the Oklahoma School Report Card, a district medical exemption committee composed of administrators from both elementary and secondary levels will convene. That committee shall use the rules provided by the Oklahoma State Department of Education as guidance to determine which exemption requests qualify as medical exemptions when calculating chronic absenteeism rates.

Chronic Absenteeism Medical Exemption Form

5.05 Student Possession of Dangerous Weapons

In order to provide a safe environment for the students and staff of the district, the board of education adopts this policy prohibiting the possession and/or use of dangerous weapons, replicas or facsimiles of dangerous weapons and items or instrumentalities which are used to threaten harm or are used to harm any person.

Dangerous weapons, including but not limited to firearms, are a threat to the safety of the students and staff of the district. In addition, possession of dangerous weapons, or replicas or facsimiles of dangerous weapons, disrupts the educational process and interferes with the normal operation of the district.

For the foregoing reasons and except as specifically provided in paragraph 10 below, possession by any student of a dangerous weapon, as that term is defined in this policy, or a replica or facsimile of a dangerous weapon, while on school property, at a school-sponsored activity, or on a school bus or vehicle, is prohibited. Further, use of any item or instrumentality by a student to threaten harm to any person or which is used to harm any person, while on school property, at a school-sponsored activity, or on a school bus or vehicle, is prohibited.

For purposes of this policy, "possession of a dangerous weapon" includes, **BUT IS NOT LIMITED TO,** any person having a dangerous weapon: (1) on his or her person; (2) in his or her locker; (3) in his or her vehicle; (4) held by another person for his or her benefit; or (5) at any place on school property, a school bus or vehicle, or at a school activity.

A dangerous weapon includes, **BUT IS NOT LIMITED TO,** a pistol, revolver, rifle, shotgun, air gun or spring gun, B-B gun, stun gun, hand grenades, fireworks, slingshot, bludgeon, blackjack, brass knuckles or artificial knuckles of any kind, nun-chucks, dagger, bowie knife, dirk knife, butterfly knife, any knife, regardless of the length or sharpness of the blade, any knife the blade of which can be opened by a flick of a button or pressure on the handle, any pocketknife, regardless of the length or sharpness of the blade, any pen knife, "credit card" knife, razor, dart, ice pick, explosive smoke bomb, incendiary device, sword cane, hand chains, firearm shells or bullets, garrotes, choking devices, mace, pepper spray, and any item whose principal purpose is for use as a weapon, whether offensive or defensive, and any replica or facsimiles of any of the foregoing items, or any item or instrumentality which is used to threaten harm or is used to harm any person or any chemical, material or substance which can cause an irritation to or reacts with human tissue, or any chemical, material or substance used, given, applied to or administered to another person without that person’s consent. The foregoing list of “dangerous weapons” is descriptive and by way of example only and is not to be considered an exclusive or limiting list of dangerous weapons. It will not be a defense to any disciplinary action under this policy that the student possessing the dangerous weapon did not know that it is dangerous weapon, but such claim of a lack of knowledge may be considered in mitigation of any disciplinary penalty.

Any student in possession of a dangerous weapon, or replica or facsimile of a dangerous weapon, in violation of this policy or who uses any item or instrumentality to threaten harm to any person or is used to harm any person may be placed under emergency suspension from school, pending an investigation of the incident by the appropriate school or legal authorities. Students who violate this policy may be suspended from school, barred from school property and all school activities for any period of time up to the maximum period authorized by law.

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Additionally, appropriate school staff members may seek to file criminal charges against the student.

If a teacher or other school employee has a reasonable suspicion to believe that a student is in possession of a dangerous weapon, or a replica or facsimile of a dangerous weapon, the teacher or employee shall immediately investigate the matter and shall confiscate any such weapon found if this can be accomplished without placing any students or staff in jeopardy, and shall immediately notify the superintendent or the superintendent's designee. If the teacher or employee does not believe that the weapon can be confiscated safely, the teacher or employee shall immediately notify the superintendent or the superintendent's designee of the situation.

If the superintendent or his/her designee learns that a student is believed to be in possession of a dangerous weapon or replica or facsimile thereof, the superintendent or designee shall observe the following procedure:

1. Immediately investigate the matter and contact the police or campus security, if appropriate.
2. If not already confiscated by an employee of the district and if it can be accomplished without risk of injury, the superintendent or designee should take possession of the dangerous weapon or replica or facsimile.
3. Notify the superintendent or designee.
4. Notify the student's parents.
5. Cooperate fully with the police.
6. Transfer confiscated weapon to the police department, if feasible.

A student who has been suspended from another school district because of the possession of a dangerous weapon, or replica or facsimile of a dangerous weapon, shall not be accepted as a transfer student into the district.

An exception to this policy may be granted for students participating in an authorized curricular or extracurricular activity or team involving the use or demonstration of a dangerous weapon, or replica or facsimile of a dangerous weapon. For this exception, prior written approval by the superintendent is required. Students who participate in JROTC may also be granted an exception to bring an inoperable weapon onto campus for the limited purpose of participating in a school program. The principal must approve this exception in advance, the weapon must remain inoperable at all times while on campus, and the weapon must not be used in a manner which is inconsistent with the permission granted.

A student's inadvertent or unintentional possession of a dangerous weapon or replica or facsimile thereof on school property, a school bus or vehicle, or at a school activity is no defense or excuse to compliance to this policy, but may be considered in determining the length or severity of any punishment for violation of this policy.

Notwithstanding any of the foregoing provisions, rights of due process for all students and rights of disabled students must be observed in accordance with applicable law and school board policies.

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5.06 Disciplinary Removal of Children with Disabilities

Definitions

For purposes of this policy, the following definitions apply:

“Child with a disability” includes students who have been identified as having a disability or for whom an initial evaluation has been sought under the Individuals with Disabilities Act, Section 504 of the Rehabilitation Act, or Title II of the Americans with Disabilities Act.

“Controlled substance” means a drug or other substance identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act, 21 U.S.C. § 812(c).

"Illegal drug" means a controlled substance, but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or under any other provision of federal law.

“School day” means any day, including a partial day, that children are in attendance at school for instructional purposes.

“Serious bodily injury” means bodily injury that involves:

1. a substantial risk of death;
2. extreme physical pain;
3. protracted and obvious disfigurement; or
4. protracted loss or impairment of the function of a bodily member, organ or mental faculty.

"Weapon" means a dangerous weapon as defined by 18 U.S.C. § 930(g)(2), specifically, a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2½ inches in length.

Case-By-Case Determination

District personnel must consider any unique circumstances on a case-by-case basis when determining whether a change of placement is appropriate for a child with a disability who violates the district’s code of student conduct.

Short-Term Disciplinary Removal

District personnel may remove a child with a disability who violates the district’s code of student conduct from the child’s current placement to an appropriate interim alternative educational setting, another setting or suspension, for not more than ten (10) consecutive school days and for additional removals of not more than ten (10) consecutive school days in the same school

year for separate incidents of misconduct, as long as those additional removals do not constitute a change of placement.

A change of placement occurs if:

1. the removal is for more than ten (10) consecutive school days; or
2. the child has been subjected to a series of removals that are ten (10) days or less during the same school year that constitute a series of removals that are ten (10) days or less during the same school year that constitutes a pattern. School personnel determine whether a pattern exists by considering the following factors:
    a. the series of removals total more than ten (10) school days in a school year;
    b. the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
    c. such additional factors as the length of each removal, the total amount of time the child has been removed and the proximity of the removals to one another.

However, in an effort to promote uniformity in the decision-making process, the board of education has determined that it is in the district's best interest that it not require school personnel to weigh these factors to determine the existence of a pattern in each instance. Instead, when the student's short-term removals exceed ten (10) school days over the course of the school year, the district will follow the process identified in this policy for implementing a long-term removal.

In school alternative placements for more than ten (10) consecutive school days or that may constitute a pattern of exclusion may be a change of placement if the student does not receive education services required under the student's IEP or Section 504/Title II Plan.

Educational Services During a Short-Term Disciplinary Removal

The district will provide a child with a disability the same level of services it provides children without disabilities during removals for ten (10) school days or less during the school year.

After a child with a disability has been removed from his or her current placement for ten (10) school days in the same school year, if a subsequent removal is imposed for not more than ten (10) consecutive school days and is not a change of placement, district personnel, in consultation with the child's special education teacher, will determine the extent to which services are needed, so as to enable the child to continue to appropriately progress in the general curriculum, although in another setting, and to appropriately advance toward meeting the goals set out in the child's IEP or Section 504/Title II Plan.

Notification

On the date on which the decision is made to make a disciplinary removal that constitutes a change of placement of a child with a disability because of a violation of the district's code of student conduct, district personnel will notify the child's parents of the decision and provide the parents of children who are eligible for special education and related services under the IDEA with a copy of the district's *Parents Rights in Special Education: Notice of Procedural*

Safeguards form. District personnel will provide the parents of children who are eligible for special education and related services only under Section 504/Title II with a copy of the district's *Section 504 Information and Procedural Safeguards* form.

Special Circumstances

District personnel may also remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, if the child:

1. carries or possesses a weapon at school, on school premises, or to or at a school function;
2. knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance at school, on school premises or at a school function; or
3. has inflicted serious bodily injury upon another person while at school, on school premises or at a school function.

Making a Manifestation Determination

Except for removals that will be for not more than ten (10) consecutive school days and will not constitute a change of placement, within ten (10) school days of any decision to change the placement of a child with a disability because of a violation of the district's code of student conduct, the child's IEP or Section 504/Title II team will meet to review all relevant information in the student's file, including the child's IEP or Section 504/Title II Plan, any teacher observations, psychological evaluation date related to the student's current behavior, and any relevant information provided by the parents to determine:

1. if the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
2. if the conduct in question was the direct result of an inappropriate placement or the district's failure to implement the IEP or Section 504/Title II Plan.

The conduct will be determined to be a manifestation of the child's disability if the child's IEP or Section 504/Title II team determines that a condition in either (a) or (b) of this paragraph was met.

If the child's IEP or Section 504/Title II team determines that the conduct in question was the direct result of the district's failure to implement the IEP or Section 504 Plan, the district will take immediate steps to remedy those deficiencies.

Determination that Behavior Is a Manifestation of the Child's Disability

If the IEP team determines that the conduct was a manifestation of the child's disability, the team will either:

1. conduct a functional behavior assessment, unless the district had conducted a functional behavior assessment before the behavior that resulted in the change of placement

occurred and further functional behavior assessment is deemed unnecessary, and implement a behavior intervention plan for the child; or

2. if a behavior intervention plan already has been developed, review the behavior intervention plan and modify it, as necessary, to address the behavior.

If the Section 504/Title II team determines that the conduct was a manifestation of the child's disability, the team will determine what, if any, modifications to the student's educational placement are necessary, including conducting a functional behavior assessment and developing or revising a behavior intervention plan (if appropriate).

Except as provided in section 6 of this policy, the IEP or Section 504/Title II team will return the child to the placement from which the child was removed, unless the parent and the district agree to a change of placement as part of the modification of the behavior intervention plan.

Determination that Behavior Is Not a Manifestation of the Child's Disability

If the behavior that gave rise to the violation of the district's code of student conduct is determined not to be a manifestation of the child's disability, then district personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to children without disabilities.

A parent or guardian who disagrees with the manifestation determination may file a complaint requesting an impartial due process hearing.

Educational Services During a Long-Term Disciplinary Removal

During a long-term disciplinary removal, a child eligible for special education and related services under the IDEA will:

1. continue to receive educational services so as to enable the child to continue to appropriately progress in the general education curriculum, although in another setting, and to appropriately advance toward achieving the goals set out in the child's IEP; and
2. receive, as appropriate, a functional behavior assessment and behavior intervention services and modifications that are designed to address the behavior violation so that it does not recur.

The child's IEP team will determine appropriate services and the location in which services will be provided. These services may be provided in an interim alternative educational setting determined by the IEP team.

During a long-term disciplinary removal, a child eligible for special education and related services only under Section 504/Title II will receive educational services to the same extent that a child without disabilities would receive educational services during a disciplinary removal for the same offense.

Appeal to Hearing Officer Under the IDEA

The parent of a child eligible for special education and related services under the IDEA who disagrees with any decision regarding placement or the manifestation determination under this policy**,** or the district, if district personnel believe that maintaining the current placement of the child is substantially likely to result in injury to the child or others, may appeal the decision by filing a due process hearing complaint seeking an expedited hearing.

In making the determination, the hearing officer may:

1. return the child with a disability to the placement from which the child was removed if the hearing officer determines that the removal was a violation of the applicable provisions of the IDEA or that the child's behavior was a manifestation of the child's disability; or
2. order a change of placement of the child to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of the child is substantially likely to result in injury to the child or to others.

These procedures may be repeated, if the district believes that returning the child to the original placement is substantially likely to result in injury to the child or to others.

When an appeal has been requested by either the parent or the district, the child will remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the time period set for the placement, whichever occurs first, unless the parent and the district agree otherwise.

The district may also seek a court order to remove a child with a disability from school or change the child's current educational placement if district personnel believe that maintaining the current placement of the child is substantially likely to result in injury to the child or to others.

Providing Records to Disciplinary Decision-maker

If the district initiates disciplinary procedures that would constitute a change of placement for a child with a disability, district personnel will ensure that the child's special education and disciplinary records are provided for consideration to the school personnel making the final determination regarding the disciplinary action.

5.07 Distribution of Written Materials by Students

Judicial decisions hold that public school students have a constitutional right to distribute written materials in school facilities, subject to reasonable regulation by school authorities of the time, place and manner of distribution and subject to certain restrictions concerning the content of the material.

The purpose of this policy is to provide for the exercise of this right by Owasso Public School District students and at the same time to inform them of the conditions which the Board deems essential to prevent interference with the mission of the District to provide educational services for all District students.

1. **Time and Place of Distribution**

   Students may distribute written materials at any entrance or exit to a school building for a period not to exceed thirty (30) minutes prior to the commencement of the earliest class and not to exceed thirty (30) minutes after the end of the last instructional class. Students may distribute written materials before and after regular school hours at the entrances and exits to school gymnasiums, school stadiums, school auditoriums, or other school facilities when those facilities are being used. Students will not distribute written materials in schools or on school grounds or facilities except as stated above.

2. **Manner of Distribution**

   Students shall not distribute written materials in a manner which disrupts a school activity or which impedes the flow of traffic within hallways or entranceways to the school. No person will be compelled to accept any written material. A person who declines to accept written material will not be threatened, treated with disrespect (verbally or by gesture), or impeded in any manner.

3. **Clean-Up**

   Students who distribute written materials will be responsible for removing discarded and leftover materials from the school facility and grounds before they leave the school premises.

4. **Content**

   The distribution of written material shall not be restricted or denied solely because of the political, religious, or philosophical content of the material. However, students must realize that rights go hand-in-hand with responsibilities and that students have a responsibility to refrain from the distribution of written material which is:

   a. Obscene to minors, e.g., material which, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors and which an average person, applying contemporary community standards, would find appeals to an obsessive interest in sex by minors to whom distribution is directed.
   b. Libelous, e.g., material which is a false and unprivileged statement about a specific individual and tends to be harmful to the individual's reputation.

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c. Vulgar, lewd or indecent, e.g., material which an average person would deem improper for presentation to minors because of sexual connotations or profane language.

d. A display or promotion of unlawful products or services, e.g., material which advertises or advocates the use of products or services prohibited by law to minors.

e. Group defamation, e.g., material which disparages a group or a member of a group on the basis of race, religious affiliation, ethnic or national origin, gender identity or preference, or disability. This includes racial and religious epithets, "slurs," insults, and abuse.

f. Disruptive of school operations, e.g., material which, on the basis of past experience or based on specific instances of actual or threatened disruptions, is likely to cause a material and substantial disruption of the proper and orderly operation of school activities or school discipline.

Students will have the right, but are not required, to submit written materials to the building principal in advance of distribution. If the building principal concludes that the submitted written material falls within one or more of the categories of prohibited materials described above, the principal shall notify the students, in writing, within 24 hours (excluding non-school days). Students may elect to distribute written material disapproved by the principal, but students should understand that such distribution may subject them to disciplinary action as provided herein, and that the principal may elect to take action to halt distribution of the material.

5. **Violation of Policy**

Students who violate this policy will be subject to disciplinary action, including suspension.

6. **Definitions as Used in This Policy**

a. *Distribution:* The circulation of written material by distributing copies, selling or offering copies for sale, and accepting donations for copies.

b. *Written material:* Includes, but is not limited to, leaflets, magazines, books, brochures, flyers, petitions, newspapers, buttons, badges, or other insignia.

c. *Minors:* Persons under the age of 18.

7. If a student is suspended for violation of this policy or if distribution of a publication is halted by a principal, the student may appeal the decision in accordance with District student suspension procedures.

8. **Miscellaneous**

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This policy does not apply to official school publications such as yearbooks or student newspapers published as a part of the school curricula. All schools within the District shall provide a notice to students and parents stating that by permitting the on-campus distribution of written materials by students under this policy, the school, the District and the Board are not approving any written material distributed by students or endorsing, supporting or advocating the content of the material.

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5.08 Equal Access for Limited Student Forums

The Board of Education of the Owasso School District is committed to the proposition that student participation in student activities and organizations can advance educational goals and otherwise be of benefit to students and that the policies of this School District should further students' opportunities for participation. In allowing and furthering student activities and organizations, the Board is mindful of the dictates of the United States Constitution and the federal Equal Access Act. This policy is adopted to implement these goals.

School-Sponsored Student Organizations

1. The School District may sponsor student organizations that the Board determines are in furtherance of and consistent with the educational objectives of the School District and directly related to the School District's curriculum ("school-sponsored student organizations").
2. An organization shall be considered to be directly related to the School District's curriculum if it is: (1) an extension, expansion, or application of material taught in a class; or (2) part of or an adjunct to student government, carrying out special projects or responsibilities.
3. School-sponsored student organizations shall have a faculty sponsor, whose teaching field, education, background or other expertise is reasonably related to the purpose and goals of the group, and who shall receive extra-duty compensation.
4. Application for School District sponsorship shall be made by the proposed faculty sponsor and at least twenty (20) students who intend to participate in the organization. Each proposed student organization will submit its membership requirements, organizational structure, and provisions of a constitution or other document setting out organizational purpose and structure, subject to approval by the superintendent of schools.
5. After the proposed organization and its constitution have received preliminary approval from the superintendent, the Board of Education shall review and approve or disapprove the organization for sponsorship based on the standards set out in this policy and based on an opinion rendered by the School District's legal counsel stating that the proposed organization meets the standards of this policy.

Independent Student-Organized Groups

1. The senior high schools (grades 9-12) of this School District shall make facilities available for meetings of independent student-organized groups (that is, student groups which are not officially sponsored by the School District as stated in Sections 1-5 above) subject to the following provisions. It is the intent of the School District to create a limited open forum under the federal Equal Access Act for independent student organized groups pursuant to this policy.
2. Meetings of independent student-organized groups may be held only during any non-instructional time, including before or after school, during lunch hour (if there are no classes being conducted during the lunch hour) or other non-instructional time. No

student may attend a meeting when he or she has a scheduled class or is required by school rules or schedules to be elsewhere.

3. All meetings shall be student-initiated and open to all students in the school. All student attendance at independent student-organized group meetings shall be voluntary.
4. No meeting may include any activity that is unlawful or that materially and substantially interferes with the orderly conduct of educational activities within the school.
5. An adult monitor, who may or may not be a school employee, shall be present at all meetings. The school employee shall be present only in the capacity of monitor, and may not participate in any form or fashion in the meeting.
6. Independent student-organized groups may invite outside speakers to their meetings, but no non-school persons may direct, control, conduct, or regularly attend meetings.
7. If students wish to meet in independent student-organized groups under this policy, they must file a request to meet with the building principal which lists: 1) the room in which they wish to meet and the time during which they will meet; 2) the name of one student who will serve as the contact between the group and the school authorities; and 3) the monitor who will be present. The principal shall approve a meeting if it meets the requirements of this policy and shall notify the student contact person of his approval or, if it does not meet the requirements of this policy, his reasons for disapproval, within 2 days of the submission of the request to meet. Once permitted to do so, an independent student-organized group may continue meeting for the remainder of the school year, unless it subsequently violates this or any other school policy.
8. In assigning meeting rooms to student organizations, the school shall not arbitrarily discriminate between or among school-sponsored and independent organizations. However, in assigning meeting rooms the school may consider the number of persons expected to attend and the needs of the organization.
9. Meetings of independent student-organized groups may be announced by notices posted on bulletin boards in the school. Such notices may contain only the name of the organization, the date, time, and place of the meeting, and a brief identification of the subject of the meeting or a list of agenda items.
10. It is understood that participation in and the content and purposes of independent student-organized group meetings are neither approved nor disapproved by the School District. The School District is neutral as to the content of these meetings.

5.09 Extended School Year Services

Extended school year ("ESY") services are special education and related services provided to a child with a disability (ages 3 through 21) beyond the district's normal school year in accordance with the child's IEP that are necessary for the child to receive a free appropriate public education in accordance with state standards and the Individuals with Disabilities Education Act, as amended ("IDEA"). It is the district's intent to make ESY services available at no cost to each child with a disability who is determined to need the services in accordance with this policy.

The IEP team for each child with a disability will determine his or her need for ESY services, regardless of the child's categorical disability. The IEP team will consider each child's ESY need at the child's annual review meeting, and any IEP team member may also raise the issue at any other time. The IEP team will determine ESY need in a timely manner to ensure that each child consistently receives a free appropriate public education.

The purpose of ESY services is to ensure that each child receives meaningful educational benefit. To determine whether a child needs ESY services, the IEP team will consider the following factors as relevant to the child:

- The child's degree of impairment;
- The child's actual/predicted degree of regression;
- The child's actual/predicted time necessary for recoupment of skills;
- The child's emerging skills;

ESY services may be appropriate when the team determines that a child has regressed or is predicted to regress to such a severe degree in a critical skill area that recovery of such skill loss following the break in programming is unlikely or would require an unusually long period of time to recoup skills obtained. ESY services may also be warranted when a child is developing an emerging skill, and the IEP team determines that continued support is necessary to reasonably maintain progress.

- The ability of the child's parents to provide educational structure at home;

After affirming a parent's capacity to maintain a child's skills during the summer, an IEP team may determine that an appropriate ESY program consists totally or partially of such intervention. Even when significant regression/recoupment problem has previously been documented, the IEP team may determine that parents are capable of maintaining a child's skills over the summer months or beyond the normal school year.

- The child's rate of progress;
- The child's behavioral problems;
- The child's physical problems;
- The availability of alternative resources;
- The ability of the child to interact with nondisabled children;
- The area(s) of the child's curriculum that require continuous attention;

- The child's vocational needs;
- The least restrictive environment for services;
- Whether the service is extraordinary for the child's condition as opposed to an integral part of a program for those with the child's condition; and
- Other relevant factors as determined by the IEP team.

In making the determination, the IEP team may review and analyze existing information and pertinent data, including, but not limited to, the child's impairment, educational history and present levels of academic achievement and functional educational performance, which could include the following:

- Criterion referenced and standardized tests, including pre-test and post-test data of a student's progress;
- Functional assessments used in natural environments (home, community, work and school);
- An analysis of data collected on a regular basis;
- Evaluations of those areas involving related services;
- Parent, student and/or service provider information;
- Interviews with teachers and parents on the success or potential success of ESY services; and
- An applied behavior analysis to directly assess student performance of IEP goals and benchmarks/objectives across time.

To document the decision concerning a child's need for ESY, the IEP team may use the OSDE ESY Determination Form.

If the IEP team determines that the child needs ESY services, it will complete appropriate documentation to reflect the child's ESY program and placement. The IEP team will identify which goal(s) and objectives/benchmarks, if any, will be addressed by the child's ESY services. The IEP team will not unilaterally limit the type, amount or duration of ESY services, but will instead determine those services on an individual basis in accordance with state and federal law and regulations and this policy.

Parents or guardians may request a hearing under the IDEA to challenge the provision of a free appropriate public education for a child with a disability, or the child's identification, evaluation or educational placement.

5.10 Gang Policy

Violence in the public schools is steadily rising. Increasingly, public schools are concerned with gang activity and especially conscious of the connection between gang activity and school violence. This concern is heightened by an awareness that membership in gangs has broadened to include older and younger members as well as females. With the increase in gang-related violence, school boards and school administration struggle with ways to curb gang activity and establish appropriate learning environments for students.

The message of gang attire, signs, insignias, and emblems substantially interferes with the learning environment. While the School District is, at all times, mindful of the rights of students there is recognition that these rights may be outweighed by the public's interest in an uninterrupted education free of distractions that inhibit learning and free of fear that threatens students' ability and opportunity to learn. The goal of the School District is, through this policy, to serve notice on students and others that the District recognizes that gangs contribute to school violence; that the impact and influence of gangs can be suppressed by severely limiting the influence of and recognition of gangs and their individual members; and that schools shoulder an obligation to actively limit conduct, behavior, or nonverbal communications that interfere with and impede learning and create an atmosphere of fear that, likewise, focuses the attention of students away from knowledge and skill acquired from learning. In furtherance of this goal the District has installed certain prohibitions related to clothing and attire, insignias, and emblems that appear to empower gangs.

The following are prohibited at Owasso Public Schools at school, while on school vehicles or going to or from or attending school events (home and away);

1. Possessing, wearing, using, distributing, or displaying of any sign, symbol, badge, color, or other item that is evidence of affiliation with or membership in a gang.
2. Wearing pants below the waistline (sagging and bagging) or wearing caps, bandannas, handkerchiefs, shoe strings or other items associated with gang-related behavior.
3. Participating in any act, either verbal or nonverbal, to include gestures, expression, handshakes, sign, etc. that may indicate an affiliation with or membership in a gang.
4. Participating in any act that may further the interest in a gang affiliation or gang membership such as, but not limited to, writing or inscribing of gang-related graffiti to include messages, symbols or signs on school property.

Violation of this policy will result in disciplinary action up to and including suspension out of school for the current semester and the following semester and, if appropriate, the filing of criminal charges, depending on the severity of the infraction.
The district administration will make a determination on a case-by-case basis as to whether an education plan will be provided to students suspended out-of-school for possession of a dangerous weapon.

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5.11 Gifted Education Program Statement

With the full realization that the kind of world we will live in tomorrow depends upon the type and the quality of the education of today's children, and in recognition of the rights of the exceptional child, the Owasso Public Schools are committed to the provision of a free and appropriate education for every student within the local district. This approach provides for the acquisition of skills which will ultimately enable strengthened ability to function in today's rapidly changing society. Gifted students require differentiated educational programs and/or services in addition to those normally provided by the regular school program. Unless giftedness is identified early and nurtured, it will be suppressed as the child attempts to "fit in" with his peers, and the child will not learn to utilize this giftedness to its maximum potential.

Our program offers choices which are jointly determined by the teacher, parent, and student. The program will seek to provide an interactive environment for gaining insight into new areas and for manipulation and exploration in the principles, concepts, theories, and generalizations in the regular curriculum as well as interest areas.

Our program will view errors and mistakes as a learning tool the student can use to gain insight into why the mistake occurred and why it was a mistake. Errors will be viewed positively, not negatively.

Our program seeks to be flexible in the type of placement the child needs. Each child is given the best possible opportunity available for reaching the student's optimal potential.

In accordance with various guidelines established by the Oklahoma State Department of Education, the Owasso Public Schools maintains a continuum of service delivery systems which are designed to provide specialized programs based on each student's individual need. An ongoing effort continues annually to locate, evaluate, and appropriately provide for exceptional individuals. For further information, see the School District's Gifted Education Manual.

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5.12 Gun-Free Schools Student Suspension

Any student who is determined to have:

- brought a weapon to a school under the jurisdiction of the district; or
- possessed a weapon within two thousand (2,000) feet of public school property; or
- possessed a weapon at a school event

shall be suspended out of school for a period of not less than one calendar year. This policy does not apply to students who are members of the JROTC and who possess or bring an inoperable weapon to school for participation in a school program, provided the student obtained prior permission from the principal, the weapon remains inoperable while at school and the weapon is used consistent with the permission granted.

Any out-of-school suspension imposed under this policy may be modified for any student on a case-by-case basis by the chief administrative officer of the district.

For the purposes of this policy, the following definitions shall control:

- The term "weapon" means a firearm as such term is defined in Section 921 of Title 18 of the United States Code.
- The term "chief administrative officer" means the superintendent or the board of education.
- The term "determined to have brought a weapon to a school under the jurisdiction of the district" means any student being in possession or control of a weapon on property owned, leased or rented by the district, including, but not limited to, school buildings, parking lots and motor vehicles and any student who is in possession or control of a weapon at any district sponsored function regardless of whether such function is conducted on district property.

Enforcement of this policy shall be consistent with state and federal laws dealing with discipline of students with disabilities.

Students who violate this policy will be referred to the appropriate criminal justice or juvenile delinquency system. Any firearm seized from a student by any school employee shall immediately be delivered to a law enforcement authority for disposition pursuant to applicable law.

Any out-of-school suspension initiated pursuant to this policy shall be subject to the procedural safeguards set forth in the district's policy for the out-of-school suspension of students.

Consistent with Oklahoma law, for an out-of-school suspension under this policy, no education plan shall be implemented during the term of the suspension. This policy does not apply to student suspensions for non-weapon violations.

Reference: OKLA. STAT. tit. 70 § 24-101.3

Amended October 2014

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5.13 Prohibiting Harassment, Intimidation and Bullying

Statement of Legislative Mandate and Purpose

This policy is a result of the legislative mandate and public policy embodied in the *School Safety and Bullying Prevention Act*, 70 OKLA. STAT. § 24-100.2 et seq. ("Act"). The district intends to comply with the mandates of the Act and expects students to refrain from bullying. Bullying is expressly forbidden and students who bully are subject to disciplinary consequences as outlined in the district's policy on student behavior. Students who bully may also be provided with assistance to end their unacceptable behavior, and targets of bullies may be provided with assistance to overcome the negative effects of bullying.

The Owasso Public Schools' student conduct code prohibits bullying. This regulation further explains the negative effects of that behavior and seeks to promote strategies for prevention.

Definition of Terms

1. Statutory definition of harassment, intimidation, and bullying:

   70 O.S. §24-100.3(c) of the School Safety and Bullying Prevention Act defines the term bullying," as including, but not limited to a 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.

   Examples of conduct that may constitute bullying under this policy include, but are not limited to, conduct that will:

   A. Harm another student;

   B. Damage another student's property;

   C. Place another student in reasonable fear or harm to the student's property, or

   D. Insult or demean any student or group of students in such a way as to disrupt or interfere with the school's educational mission or the education of a student.

2. The "Reasonable Person" Standard

   In determining what a "reasonable person" should recognize as an act of placing a student in "reasonable" fear or harm, staff will determine "reasonableness" not from only the point of view of a mature adult, but also from the point of view of an immature child of the age of the intended victim along with, but not limited to, consideration of special emotional, physical, or mental needs of the particular child; personality or physical characteristics, or history that might cause the child to be particularly sensitive to efforts by a bully to humiliate, embarrass, or lower the self esteem of the victim; and the discipline history, personality of, and physical characteristics of the individual alleged to have engaged in the prohibited behavior.

3. General Display of Bullying Acts

Bullying for purposes of this section of the regulation, includes harassment and intimidation, and vice versa. According to experts in the field, bullying in general is the exploitation of a less powerful person by an individual taking unfair advantage of that person, which is repeated over time, and which inflicts a negative effect on the victim. The seriousness of a bullying act depends on the harm inflicted upon the victim and the frequency of the offensive acts. Power may be, but is not limited to, physical strength, social skill, verbal ability, or other characteristics. Bullying acts by students have been described in several different categories.

A. **Physical Bullying** includes a pattern of harm or threatened harm to another's body or property, including, but not limited to, what would reasonably be foreseen as a serious expression of intent to inflict physical harm or property damage through verbal or written speech or gestures directed at the student-victim, when considering the factual circumstances in which the threat was made and the reaction of the intended victim. Common acts include tripping, hitting, pushing, pinching, pulling hair, kicking, biting, starting fights, daring others to fight, stealing or destroying property, extortion, assaults with a weapon, other violent acts, and homicide.

B. **Emotional Bullying** includes a pattern of the intentional infliction of harm to another's self-esteem, including but not limited to insulting or profane remarks, insulting or profane gestures, or harassing and frightening statement, when such events are considered in light of the surrounding facts, the history of the students involved, and age, maturity, and special characteristics of the students.

C. **Social Bullying** includes a pattern of harm to another's group acceptance, including but not limited to, harm resulting from intentionally gossiping about another student or intentionally spreading negative rumors about another student that results in the victim being excluded from a school activity or student group; the intentional planning and/or implementation of acts or statements that inflict public humiliation upon a student; the intentional undermining of current relationships of the victim-student through the spreading of untrue gossip or rumors designed to humiliate or embarrass the student; the use of gossip, rumors, or humiliating acts designed to deprive the student of awards, recognition, or involvement in school activities; the false or malicious spreading of an untrue statement that exposes the victim to contempt or ridicule or deprives the victim of the confidence and respect of student peers; or the making of false statements to others that the student has committed a crime, or has an infectious, contagious, or loathsome disease, or similar egregious representations.

D. **Sexual Bullying** includes a pattern of harm to another resulting from but not limited to, making unwelcome sexual comments about the student, making vulgar, profane, or lewd comments or drawings or graffiti about the victim; directing vulgar, profane, or lewd gestures toward the victim; committing physical acts of a sexual nature at school, including the fondling or touching of private parts of the victim's body; participation in the gossiping or spreading of false rumors about the student's sexual life; written or verbal statements directed at the victim that would reasonably be interpreted as a serious threat to force the victim to commit sexual acts or to sexually assault the victim when considering the factual circumstances in which the threat was made and the reaction of the intended victim; off-campus dating violence by a student that adversely affects the victim's school performance or behavior,

attendance, participation in school functions or extracurricular activities, or makes the victim fearful at school of the assaulting bully; or the commission of sexual assault, rape, or homicide. Such conduct may also constitute sexual harassment – also prohibited by Owasso Public Schools.

E. **Cyberbullying** is a pattern of bullying that takes place over digital devices like cell phones, computers, and tablets. Cyberbullying can occur through SMS, Text, and apps, or online in social media, forums, or gaming where people can view, participate in, or share content. Cyberbullying includes sending, posting, or sharing negative, harmful, false, or mean content about someone else. It can also include sharing personal or private information about someone else causing embarrassment or humiliation. Additional examples include, but are not limited to, sending cruel, vicious and sometimes threatening messages; using group chats as a way to gang up on one person; posting mean or untrue statements of classmates online with intent to embarrass them; breaking into an email account or online profile and sending vicious or embarrassing material to others; engaging in messaging intended to trick another person into revealing sensitive or personal information and forwarding that information to others; taking nude or otherwise degrading photos or videos of a person and sharing that content.

Understanding of and Prevention of Bullying of Students

A. Student and Staff Education and Training

A full copy of this policy will be posted on the district's website and included in all district handbooks.

All staff will be provided with a copy of the district's policy on prevention of bullying of students. All students will have access to the policy in the student handbook and a copy of the entire policy is available on request. Owasso Public Schools is committed to providing appropriate and relevant training to staff regarding identification of behavior constituting bullying of students and the prevention and management of such conduct.

Students, like staff members, shall participate in an annual education program that sets out expectations for student behavior and emphasizes an understanding of bullying of students, the district's prohibition of such conduct, and the reasons why the conduct is destructive, unacceptable, and will lead to discipline. Students shall also be informed of the consequences of bullying conduct toward their peers.

B. Owasso Public Schools' Safe School Committees

The safe school committee has the responsibility of studying and making recommendations regarding unsafe conditions, strategies for students to avoid harm at school, student victimization, crime prevention, school violence, and other issues which interfere with and adversely affect school safety.

With respect to student harrassment, intimidation, and bullying, the safe school committee shall consider and make recommendations regarding professional staff development needs of faculty and other staff related to methods to decrease student harassment, intimidation, and bullying and understanding and identifying bullying

behaviors. In addition, the committee shall make recommendations regarding: identification of methods to encourage the involvement of the community and students in addressing conduct involving bullying; methods to enhance relationships between students and school staff in order to strengthen communication; and fashioning of problem-solving teams that include counselors and/or school psychologists.

In accomplishing its objectives, the committee shall review traditional and accepted harassment, intimidation, and bullying prevention programs utilized by other states, state agencies, or school districts. (See also policy 1.43)

Student Reporting

Students are encouraged to inform school personnel if they are the victim of or a witness to acts of harassment, intimidation, or bullying. The Report and Stop Bullying form is available under the student tab on each school site's webpage.

Staff Reporting

Any school employee who has reliable information that would lead a reasonable person to suspect that a student is the target of bullying shall immediately report the information to the building principal or the principal's designee. Employees, whether certified or non-certified, shall encourage students who tell them about acts that may constitute intimidation, harassment, or bullying to complete a report form. If needed, staff members given that information will need to provide direct assistance to the student.

Staff members who witness such events are to complete reports and to submit them to the building principal. Staff members who hear of incidents that may, in the staff member's judgment, constitute harassment, intimidation, or bullying, are to report all relevant information to the building principal. Staff members who become aware of a student bullying other students are required to report that to the building principal as well.

Parental Reporting and Responsibilities

Parents/guardians will be informed in writing of the district's program to stop bullying. An administrative response to bullying may involve certain actions to be taken by parents. Parents will be informed of the program and the means for students to report bullying acts toward them or other students. They will also be told that to help prevent bullying at school they should:

1. Report bullying when it occurs;
2. Take advantage of opportunities to talk to their children about bullying;
3. Inform the school immediately by using the Report and Stop Bullying form on the Owasso Public Schools' website under the parent tab if they think their child is being bullied or is bullying other students;
4. Watch for symptoms that their child may be a target of bullying and report those symptoms; and
5. Cooperate fully with school personnel in identifying and resolving incidents.

Reporting and Investigation Procedures

The district encourages the prompt reporting of all alleged acts of harassment, intimidation, or bullying. Reports may be made by students, parents or guardians, employees, volunteers, or other individuals with knowledge of the alleged conduct.

Reports may be submitted verbally or in writing to any teacher, counselor, administrator, or other school employee. Reports may also be submitted using the district's Report and Stop Bullying form available on the district website. Anonymous reports may be accepted; however, disciplinary action shall not be based solely upon an anonymous report.

Any employee who receives or witnesses a report of conduct that may constitute bullying shall promptly notify the building principal or the principal's designee and provide all known information concerning the alleged incident.

Upon receipt of a report, the building principal or designee shall promptly conduct or assign an investigation. The investigation may include, as appropriate:

- interviewing the individual making the report;
- interviewing the alleged target, the alleged aggressor, and any witnesses;
- reviewing relevant documents, electronic communications, photographs, video recordings, or other available evidence; and
- documenting the information gathered during the investigation.

The principal or designee shall make reasonable efforts to complete the investigation in a timely manner and determine whether the reported conduct constitutes bullying, harassment, intimidation, or another violation of district policy or the student code of conduct.

Appropriate steps shall be taken during the investigation to protect the privacy of students consistent with the district's legal obligations and to prevent further acts of bullying or retaliation. Parents or guardians of the alleged target and the alleged aggressor shall be notified, consistent with applicable law and district procedures, that a report has been investigated and informed of the outcome to the extent permitted by state and federal privacy laws.

If bullying is substantiated, the district shall take appropriate corrective and disciplinary action consistent with district policy and applicable law. The district may also implement interventions designed to restore a safe educational environment, provide support for affected students, and reduce the likelihood of future incidents.

Retaliation against any individual who, in good faith, reports bullying, participates in an investigation, or provides information concerning an alleged incident is prohibited and may result in disciplinary action.

Knowingly making a false report of bullying for the purpose of retaliation, reprisal, or harassment may also result in disciplinary action.

Monitoring and Compliance

In order to assist the State Department of Education with compliance efforts pursuant to the School Safety and Bullying Prevention Act, 70 OKLA. STAT. § 24-100.2 et seq., the district will identify a Bullying Coordinator who will serve as the district contact responsible for providing information to the State Board of Education.

A copy of this policy will be submitted to the State Department of Education annually as part of the school district's Annual Performance Report.

Disciplinary Measures

In administering discipline, consideration will be given to alternative methods of discipline 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
13. Suspension
14. Change of Placement
15. 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.

The above consequences will be imposed for any person who commits an act of bullying as well as any person found to have falsely accused another as a means of retaliation, reprisal, or as a means of bullying. Strategies will be created to provide counseling or referral to appropriate services, including guidance, academic intervention, and other protection for students, both targets and perpetrators, and family members affected by bullying, as necessary.

The school district is not required to provide educational services in the regular school setting to any student who has been removed from a public school or private school in Oklahoma or another state by administrative or judicial process for an act of using electronic communication with the intent to terrify, intimidate or harass, or threaten to inflict injury or physical harm to faculty or students.

CROSS-REFERENCE: **Policy 1.43 Safe School Committee**

5.14 Hazing

1. “Hazing” means any activity which recklessly or intentionally endangers the physical or mental health or safety of a student, required as a condition of membership in an organization, regardless of willing participation, including but not limited to physical brutality such as whipping, beating, branding, forced calisthenics, exposure to the elements, forced consumption of food, alcohol, drugs, or other substances, and activities which would induce extreme mental stress such as prolonged sleep deprivation, prolonged isolation, and conduct which could cause extreme embarrassment, humiliation, or loss of dignity.
2. No organization having student members which is sponsored by the School District or which is permitted to hold meetings or other events on School District property (a “Student Organization”) and no student member of a Student Organization shall engage or participate in or directly or indirectly condition membership on participation in or submission to a hazing activity.
3. Students violating the prohibition in this policy shall be subject to necessary disciplinary actions determined to be appropriate by school authorities which, in addition to non-participation in extra-curricular activities for a determined period of time, may also include suspension and/or referral to local law enforcement authorities for possible prosecution. Employees/Sponsors violating or allowing violation by students sponsored of the prohibitions of this policy may also be subject to termination of employment.
4. Student Organizations which violate the prohibition in this policy shall forfeit all rights, privileges, and recognition from the School District for up to a time period determined appropriate by school authorities, and may also be referred to local law enforcement authorities for prosecution.
5. This policy shall be considered to be a part of the by-laws or other organizational rules of all School District-sponsored Student Organizations.

Amended August 2011

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5.15 Including Students with Disabilities in Districtwide Assessments

School districts must assess students with disabilities as frequently and in the same manner as they do students without disabilities. Therefore, to the extent the district requires student participation in districtwide assessments; students with disabilities will be included in the assessment or provided an alternative method of assessment.

The IEP or Section 504/Title II team for each student with a disability (collectively referred to as the "Team") will make the decision regarding his or her participation in regular districtwide assessment on an individual basis, considering his or her unique needs. To make appropriate decisions regarding the student's need for accommodation and/or alternate assessment, the Team will:

1. Begin with the assumption that all students with disabilities will participate in all regular districtwide assessments.
2. Assess the need for accommodation and/or alternate assessment based on the student's present level of educational performance, educational goals and the content and format of the districtwide assessment(s) under consideration.
3. Allow for alternate assessment only if a student would not be able to demonstrate some of the knowledge and skills on the regular districtwide assessment with appropriate accommodations.

To make these determinations, the IEP team members will be knowledgeable about the child's present level of educational performance and measurable annual goals; the general curriculum; the format and content of the regular districtwide assessment; and the alignment between the curriculum and the academic content standards assessed by the districtwide assessment system.

Based on a review of relevant information, the members of the Team will determine whether and how the student will participate in the regular districtwide assessment. For those students who are identified as needing accommodations, the Team will document in either the IEP or Section 504/Title II Plan which accommodations are necessary for the child to participate in the regular assessment. The Team may determine that the student can participate in some portions of the assessment without accommodations and identify accommodations for other portions of the assessment.

The Team may determine that, even with accommodations, a student with a disability would be unable to demonstrate at least some of the knowledge and skills tested through the regular districtwide assessment, and as a result, that the student's performance must be assessed through alternate assessment. The team will not determine that participation in an alternative assessment is necessary based primarily upon poor attendance; English language learner status; social, cultural or economic differences; disruptive behavior; student reading level; expectations of poor performance; amount of time receiving special education services; low achievement in general education; categorical disability label; performance tied solely to a level, label or cut score; or the location where the child receives services. If the Team determines that student participation in an alternative assessment is necessary, the team will specifically identify the alternate assessment to be utilized on the IEP or Section 504/Title II Plan. The Team will

select a mode of alternate assessment that measures the same content area(s) as the districtwide assessment.

5.16 Internal Activity Review Committee

The Board of Education has established an Internal Activity Review Committee composed of:

A. Building level administrator,
B. Sponsor of events involved,
C. Counselor,
D. Teacher at appropriate building site level, and
E. One to two other additional members as appropriate, i.e., nurse, additional teacher/s.

The committee shall be responsible for reviewing and recommending any deviations from the activity policy to the Board of Education. Any deviation from the ten days' absence rule shall not exceed five (5) days.

In order for a student to request an exception to the ten (10) day limit, an appeal must be submitted to the site principal. Criteria to be considered for students continuing beyond the limit should include a letter grade of a "C" (OSSAA eligibility) or better in the subject wanting to be missed, that missing previously in the subject wanting to be missed did not adversely affect the student's grade, and that the student has turned in all required work missed on previous days out. Additionally, the site team must believe that the absence or absences will benefit the student and/or the school. A request for a hearing should be made by the student, parent, or guardian in advance of the absence.

An appeal of the decision of the site Internal Activity Review Committee following initial hearing may be made under the following conditions:

A. A signed written complaint must first be filed with the Board of Education. If the complaint is not resolved at the local level, then the complaint should be filed with the Accreditation Section of the State Board of Education. Upon receipt of the complaint, the Accreditation Section shall appoint a monitoring team to make an on-site visit and file a written report to the State Board of Education and Accreditation Section. This complaint must include a listing of the names of the students, dates and classes missed which exceed policy statement.
B. The School District shall provide to the monitoring team during the on-site visit, the necessary records to verify or deny the violation as specified in the written complaint.
C. The monitoring team shall submit a written report to the superintendent and Board of Education within ten (10) school days of the on-site visit.

Amended February 2009

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5.17 Instruction

The Owasso Public School district will provide continuous learning opportunities using online technology in a non-traditional classroom setting to students enrolled in the district. The district may provide a virtual or distance learning program on dates to be determined by the Superintendent. Such dates shall be provided to parents and students with as much advance notice as possible under the circumstances. Students and staff will be expected to participate and attendance shall be taken in accordance with the district attendance policies and procedures for students and employees. The school district will provide resources to ensure that all students have access to virtual or distance learning programs. All instruction will be provided in compliance with Oklahoma's Academic Standards. Grades will be assigned which reflect the progress of the student with regard to assignments and/or tests provided.

Definition of Terms

A. *Supplemental online course*

- An online program that allows students who are enrolled in a public school to supplement their education by enrolling part time in online courses that are educationally appropriate for the student, which are equal to the equivalent of classroom instruction time required for student attendance and participation by the district.

B. *Educationally appropriate*

- For the purposes of supplemental online courses, educationally appropriate means any instruction that is not substantially a repeat of a course or portion of a course that the student has successfully completed, regardless of the grade of the student, and regardless of whether a course is similar or identical to the instruction that is currently offered in the school district. The determination of educationally appropriate will be made by the district.

C. *Synchronous instruction*

- Instruction occurs when the instructor and student's primary interactions are in real-time. Regular classroom instruction is synchronous instruction, as well as two-way interactive video. Web-based instruction that requires real-time interaction between student(s) and instructor as the primary format of instruction is also synchronous instruction.

D. *Asynchronous instruction*

- Instruction not dependent on instructor and student interaction in real time. Asynchronous instruction allows the student to engage in learning activities anywhere at any time. For instruction to be considered asynchronous, the primary format of instruction does not depend on real-time interaction of the participants.

E. *Two-way interactive video instruction*

- Instruction that provides for real-time (synchronous) interaction between student(s) and instructor by means of an electronic medium that provides for both audio (sound) and video (sight) signal. Students and instructors participating in two-way interactive video instruction may both see and hear each other in an approximation of real-time.

F. Distance Learning

- Means a plan implemented under a public school district's distance learning policy, describing any means by which instruction will be delivered to students outside a traditional school setting. A distance learning plan must meet the requirements set forth in the state accreditation standards.

G. Virtual Learning

- Means the use of the internet or other such digital information transmission systems as the primary medium of instruction. Virtual instruction may be synchronous or asynchronous or become synchronous or non-synchronous instruction.

In the event of an emergency declared by a federal or state government entity that impacts the operation of public schools in Oklahoma, or upon an action taken by the State Board of Education declaring such an emergency that leads to the temporary emergency closure of school campus or otherwise significantly impairs the operation of public schools in Oklahoma, the school district may implement distancing learning plans which provide for distance learning that is accessible to all students.

The district may provide for short-term implementation of a distance learning plan due to a localized emergency such as a weather-related school closure or a localized public health emergency. The school calendar may include one or more emergency closure "makeup days" to be delivered through the distance learning plan.

Prior to the implementation of virtual or distance learning plans the district will survey parents and guardians regarding educational services and technology capabilities. After surveying parents and guardians, the district shall make individualized determinations of which students would be able to access virtual instruction. Those students unable to access virtual instruction would be provided an equitable education through distance learning options.

Participation in the distance learning plan must be accessible to every student regardless of household resources. If the school district delivers its home-based education program solely through virtual instruction, any participating student who does not already have access to the necessary connectivity and/or devices shall be provided the connectivity and devices necessary to access the instruction free of charge. If the district cannot provide connectivity and devices for all students due to limitations such as budget and/or geography, the distance learning plan must provide for alternative methods to deliver equitably equivalent instruction to all students.

Access to Supplemental Online Courses
Supplemental online courses are an optional avenue of instruction for district enrolled students. All existing requirements related to student progression including retention, promotion, and grade assignment are the same for the district's online students as they are for students enrolled in traditional courses. The district shall ensure that students have the opportunity to advance through the supplemental online course at their own pace so long as the supplemental online course completion corresponds with the standard course completion schedule of the district or the student's Individualized Education Program (IEP) or 504 Plan.

Only public school students enrolled in the district will be granted access to supplemental online courses. The district provides enrolled students the opportunity to participate in supplemental

online courses that comply with the standard curriculum of the district. Once a student has made a request to enroll in supplemental online course(s), the district will take necessary steps to determine the educational appropriateness of the request and to make online course(s) available to that student. Whether a requested online course is educationally appropriate for a student will be determined by the principal/curriculum director or his or her designee. Students may take supplemental online courses from online course providers selected and approved by the district that meet the criteria established by the Oklahoma State Board of Education (OSBE). The district shall not limit a student's access to supplemental online courses by either policy or application of internal or customary procedures.

Funding

The district shall provide funding for an enrolled student's participation in online courses in an amount not to exceed the previous year's general fund per pupil expenditure. District students will be allowed to take up to the academic equivalent of six (6) hours of online instruction per day at no cost to the student. Students wishing to take more online course instruction may do so at their own cost. The district is not responsible to pay an online course provider for online course instruction expenses incurred by a student that exceed the pro-rated portion of the general fund per pupil expenditure for the student. The district will bear no responsibility for payment or collection of any outstanding funds or fees owed by a student to an online course provider.

School Day and Attendance Standards

Public school students enrolled at the district may take supplemental online courses from a location inside or outside of the school site location and may take supplemental online courses outside the normal school hours of operation. Students who elect to enroll in supplemental online courses, regardless of when or where taken, are still required to complete the equivalent number of hours of instruction as regularly enrolled students in the district and must satisfy the same attendance requirements of the district.

Students enrolled in supplemental online courses must meet all state mandated compulsory attendance requirements and are not exempt from state truancy laws. Attendance and participation in a virtual learning, distance learning, or a supplemental online course shall be monitored in accordance with district policy and determined by documented student/teacher/course interaction that may include, but is not limited to, online chats, emails, and posting/submission of lessons. The student may be counted "in attendance" when the supplemental online course provider provides evidence of student/teacher/course interaction that demonstrates student progress toward learning objectives and demonstrates regular student engagement in course activity. Supplemental online course providers shall make available to students, parents, and the district, reports that reflect daily attendance and participation. Such attendance/participation reports shall be provided to parents and the district on a weekly basis via electronic format. The supplemental online course provider must provide evidence that the student is making appropriate progress weekly and such reports shall be sent to the designated resident district office via electronic format.

Student Eligibility, Admissions and Enrollment

Virtual learning, distance learning, or online supplemental courses that are educationally appropriate shall be offered to all qualifying district students who meet the following criteria:

A. The district offers individual academically approved and educationally appropriate online courses to students who are enrolled in the district. Students enrolled in supplemental online courses must meet all enrollment and eligibility criteria set by the district's residency policy, the Oklahoma State Board of Education Rules, and state law. Only students who are enrolled in the district for the current school year are eligible to enroll in supplemental online courses or participate in distance learning.

B. The admission process for students taking one or more supplemental online courses through the district shall be the same for students enrolled in traditional coursework.

C. The district shall allow for ongoing and continuous enrollment for supplemental online courses that are compliant with state law and all applicable State Board of Education rules. Students may have input as to the selection of supplemental online course providers but the final determination and selection of the providers is left to the discretion of the district.

D. Students enrolled in supplemental online courses shall have their progress monitored by the supplemental online course provider weekly. Progress reports shall be transmitted to the district's designated representative and the student's parent or guardian via electronic format. Such reports shall be reviewed by the district at least twice per month.

E. All public school districts in Oklahoma shall recognize course credit issued for courses authorized through the Supplemental Online Course Procedures.

F. Online course providers shall officially notify the district and parents in writing of the completion of each course the student takes within five (5) business days of completion. Course grades must be reported in the form of a percentage or in a manner consistent with district grading policies. The district shall use its established grading scale to convert the percentage to a letter grade or other notation consistent with district grading policies for transcript purposes.

G. District policies regarding grading scales and credits earned shall be applied to supplemental online courses, virtual learning, or distance learning under the same criteria as courses offered by the district. A grade assigned for course credit from a supplement online course shall be treated the same as any other course offered by the district.

H. Online course providers must report any change in a student's status (moving, dropping a course, etc.) immediately upon discovery or notification of the student's change in status.

Appeal Process

If a student's enrollment in a supplemental online course is denied based on a determination by the district that the course is not educationally appropriate, the parents or guardians of the student may appeal that determination to the district Superintendent. The district will notify the OSBE, Director of Instructional Technology, of any denial of a student's enrollment in online

supplemental course(s), the reason for the denial, and any correspondence or information the district received in support of the student taking the online course.

Grace Period

A student may withdraw from a supplemental online course within fifteen (15) calendar days from the first day of a supplemental online course enrollment without academic penalty. A student who withdraws from any supplemental online course is still obligated to complete the equivalent number of classroom hours of education instruction that is required of students in the district in accordance with state law and district policy. The district shall not be required to pay an online course provider for any student enrollment of less than fifteen (15) calendar days.

Extracurricular and Co-Curricular Activities

Students enrolled in one or more supplemental online course may participate in extracurricular activities sponsored by the district in accordance with district eligibility rules and policies, the Oklahoma Secondary Schools Athletic Association (OSSAA) rules and regulations, and any other rules and regulations of a private association governing regulation of the interscholastic activities and contests of schools.

Student Assessments

Each student enrolled in one or more online courses will participate in required state-level academic assessments administered pursuant to state law in the same manner as other regularly enrolled students within the state. The results of the assessments shall be released to the district and the online course provider. No student will be allowed to enroll in an online course without submission of a signed Education Student Assessment Results Release Form or FERPA waiver.

Special Education Students

The district shall provide supplementary aids and services, program modifications, supports for personnel and accommodations set forth in a student's IEP or Section 504 Plan to enable a student to take supplemental online courses that have been determined to be educationally appropriate for the student by the student's IEP or 504 team members. Provisions in the IEP for related services shall be the responsibility of the district where the student is enrolled in accordance with the Individuals with Disabilities Education Act (IDEA). Enrollment in a supplemental online course does not abdicate, modify or alter the district's legal obligation under the IDEA.

5.18 Interscholastic Athletics

Varsity Athletics

The interschool competitive sports program contributes to the aims and objectives of the educational program. Students are given an opportunity and are encouraged to compete in those varsity programs offered in their schools. Interested students should contact the Director of Athletics for information regarding programs offered and eligibility. **PARTICIPATION IN THE INTERSCHOOL COMPETITIVE SPORTS PROGRAM IS A PRIVILEGE AND NOT A RIGHT.**

All Students

Recruiting

There will be no recruiting of athletes. Recruiting includes influencing a pupil or his/her parents or guardian to move to the Owasso School District in order for the pupil to engage in athletics. Rules regarding individuals who engage in recruiting shall not be restricted specifically to District personnel (OSSAA Administrators' Handbook.) Any employee or lay coach who engages, directly or indirectly, in recruiting a student athlete is subject to disciplinary action, including but not limited to termination of his/her coaching assignment(s).

Alternative Schools

A. Any student placed in an alternative setting for disciplinary reasons or any student serving an out-of-school suspension is not eligible to participate in any school sponsored activities or attend school sponsored events. Students who voluntarily attend an alternative school may participate in extracurricular activities, including athletics, provided they meet all other eligibility requirements as established by the OSSAA.
B. Students returning from an alternative education placement may be granted athletic eligibility. These students must meet the scholastic eligibility requirements as established by the OSSAA and meet all other requirements of eligibility set by the Owasso School District.

Penalties

When rules established for eligibility and participation in athletics are not adhered to by the employee(s) of Owasso Public Schools, the incident shall be referred to the Director of Athletics.

Student Athlete Suspension/Disqualification

All members representing any team within the District will abide by a code of ethics that will earn them the honor and respect that participation and competition afford. Any conduct bringing dishonor to the student, the team, the school, or the District will not be tolerated. **ATHLETIC PARTICIPATION IN OWASSO PUBLIC SCHOOLS IS A PRIVILEGE, NOT A RIGHT. GRIEVOUS MISCONDUCT BY AN ATHLETE MAY RESULT IN PERMANENT DISQUALIFICATION FROM PARTICIPATION IN ANY AND ALL ATHLETIC ACTIVITIES WHILE ENROLLED IN OWASSO PUBLIC SCHOOLS.** All student athletes and their

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parent/guardian, prior to any participation in any sport, must sign the Owasso School District's Student Athlete Pledge. Any head coach of any sport who fails to obtain a signed student athlete pledge form from any student athlete and his parent/guardian is subject to disciplinary action.

Suspension

A. Player Ejections

A contestant who is ejected by a game official because of an unsportsmanlike foul or who commits unsportsmanlike conduct in connection with an interschool contest will be suspended from participation and practice with any team in that sport for a minimum of the next two contests of the scheduled season. (Exception: soccer-minimum of three games.) If the suspension cannot be fully administered during the current sport season, the remainder of the suspension will be applied to the next sport season in which the athlete participates. Unsportsmanlike conduct may consist of, but is not limited to: cursing, disrespectfully addressing an official, improperly attempting to influence an official's decision, disrespectfully addressing or baiting an opponent, inciting undesirable crowd reactions or making obscene gestures.

Should a second ejection occur during the same sport season, the contestant will be suspended for the remainder of the scheduled season. If the suspension does not include at least five contests of the scheduled season, the remainder will be applied to the next sport season in which the athlete participates.

B. Involvement in Altercations

All contestants involved in an altercation during an interschool contest will be suspended from both practice and participation pending an investigation by the Superintendent or designee. Suspension for such misconduct will range from the next two contests of the season to the remainder of the current semester, plus the succeeding semester, through disqualification (see below) for the balance of the athlete's enrollment in Owasso Public Schools. Suspension will include practice and participation with any team in any sport. When a suspension cannot be fully administered during one sport season, the remainder will be applied to the next sport season in which the athlete participates. The Director of Athletics will work with the appropriate administrators to prepare recommendations to suspend an athlete or athletes from practice and participation.

C. Team Misconduct

Should a team's conduct warrant disciplinary action, the team will forfeit a minimum of the next contest of the scheduled season, up to the remainder of the scheduled season. The appropriate school administrators will work with the Director of Athletics to prepare recommendations to forfeit any part of a District team's schedule.

D. Leaving the Bench During Altercation

Any substitute or team member who leaves the team bench (football player leaving the team box; baseball or softball player leaving the dugout; basketball player or wrestler leaving the team bench, etc.) and enters the playing area during a fight or any other serious unsportsmanlike act will be dealt with in accordance with OSSAA rules.

E. Repeated Misconduct

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Any contestant involved, directly or indirectly, in fighting or any other serious unsportsmanlike act a second time during the season shall be suspended for the remainder of the season. If the suspension does not include at least five contests of the scheduled season, the remainder of the suspension will be applied to the next sport season in which the athlete participates.

F. Notice

When disciplinary action is taken against a contestant or a team in connection with an interschool contest, the school principal will provide a written notice to the parents and the Executive Director of the OSSAA, with copies to the Superintendent and the Director of Athletics.

G. Suspension from School

Any contestant who violates the Policy on Student Behavior of the Owasso School District in connection with an interschool contest will be disciplined according to existing policies, rules, and regulations of the District. Suspension from school will be in addition to suspension from participation in athletics.

H. Reinstatement

Reinstatement after suspension is granted only when the Superintendent or designee is convinced that the contestant's conduct will be consistent with that expected of good school citizens.

Disqualification

A. Grievous Misconduct

ATHLETES ARE ADVISED AND INFORMED, IN WRITING, THAT PARTICIPATION IN ATHLETICS WITHIN OWASSO PUBLIC SCHOOLS IS A PRIVILEGE AND NOT A RIGHT. All athletes' conduct is expected to bring both honor and respect to themselves and their teams and schools as well as to Owasso Public Schools. Any behavior, whether committed on or off campus, bringing dishonor to the student, the team, the school, or the District will not be tolerated. Grievous misconduct, as determined by the superintendent or designee, may therefore result in permanent disqualification from participation in any and all athletic activities for the remainder of a student's enrollment in Owasso Public Schools.

Grievous misconduct may include, but is not limited to, bullying, hazing, brutality in any form, physical attack upon an official or coach, violence of any nature, and/or any criminal act, whether committed on or off campus.

B. Notice

Any student athlete whose privilege to participate in sports is revoked by the Superintendent or designee shall be provided with written notice of this circumstance simultaneous with notice to his/her parents/guardians by the principal of the school. The Superintendent, the director of athletics, and the executive director of OSSAA shall be copied. **THIS DECISION IS FINAL AND NONAPPEALABLE.**

Athletic Coach Suspension

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Inappropriate Conduct of Coaches

A. Coach Ejections

If a coach is ejected from a contest, the coach will not be allowed to occupy his/her coaching role with any team in that sport during the next two (2) contests of the scheduled season. If the suspension cannot be fully administered during that sport season, the remainder will be applied to the next sport season to which the coach is assigned.

B. Removal from Coaching Assignment for Misconduct

Any coach employed by the District whose team engages in altercations will be temporarily suspended from practice and game participation in all competitive sports pending a complete investigation by the Superintendent or designee. Should a coach's unethical and/or unprofessional conduct warrant disciplinary action, the coach may be removed from all coaching assignments for the remainder of the school year. The coach's stipend(s) will be forfeited and prorated to the time of removal from his/her assignment(s). The Superintendent or designee will work with the Director of Athletics in preparing recommendations to remove a coach from his/her coaching assignment(s).

Should a second ejection occur, the coach will be removed from all coaching assignments for the remainder of the school year. The coach's stipend(s) will be forfeited and prorated to the time of removal from his/her coaching assignments.

C. Notice

Any time disciplinary action is taken against a coach the principal will provide written notice to the coach and to the Executive Director of the OSSAA, with copies to the appropriate administrators.

D. Lay Coaches

Schools may use lay coaches to assist in their athletic program. Lay coaches will be held to the same accountability as certified coaches. These lay coaches cannot be in the team or squad area during a contest unless school certified personnel are present in the same area. Under no circumstances will a lay coach be the person in charge of a school team. Under no circumstances will a lay coach confer with game officials about interpretation of the rules. If a lay coach is ejected by a game official, he/she will not be permitted to be with the team for the remainder of the school year. The coach's stipend(s) will be forfeited and prorated to the time of removal from his/her coaching assignment.

Student teachers may be used in the capacity of coaches provided they have been assigned to that particular school and a certificated teacher is present at each athletic contest. They may assume coaching responsibilities as designated by the regular coach or designated associate coach for that school. Student teachers used as coaches are held to the same accountability standards as lay coaches.

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5.19 Locker Search and Seizure

1. In order to maintain discipline and to ensure the proper functioning of the educational process, school administrators must have access at all times to all school property, including lockers, desks, etc. assigned to students. The administration will maintain a confidential file of all lockers and their combinations and will retain master keys to all lockers, cabinets, etc., as applicable. Thus, although students have privacy rights in their locker contents as against other students, they do not have privacy rights in their locker contents as against school administrators. No school property will be used to store objects or materials that violate school regulations or state and local ordinances. The school maintains the right to ensure that lockers and desks are properly cleaned and that they do not contain items which should not be kept on school property. Lockers will be opened periodically for cleaning purposes and to locate overdue library and class materials. In addition, school administrators may open and examine student lockers, desks and all school property assigned to students for general and specific inspections at any time.
2. "Sniffer" dogs may properly be used to discover prohibited items concealed in school property assigned to students.
3. Illegal items or other possessions or substances reasonably determined to be a threat to the safety or security of others will be seized by school authorities. These items will immediately be turned over to law enforcement officials for disposition as they see fit.
4. Items which are used to disrupt or interfere with the educational process will be temporarily removed from student possession.

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5.20 Student Transfers – Out of District

The school district will not accept or deny a transfer based on ethnicity, national origin, gender, income level, disabling condition, proficiency in the English language, measure of achievement, aptitude or athletic ability.

Transfers that have previously been approved by the school district will remain in effect for future school years unless the district provides notification to the parent or legal guardian that the transfer is not going to be continued for an upcoming school year due to disciplinary action or attendance issues. The district will not require parents to resubmit a new application each school year and will advance the previous application of an enrolled student amending only the grade placement of the student.

The school district will begin accepting applications for the next school year starting June 1st. Receipt of properly completed applications will be documented by the district so that the district may review those applications in the order submitted for purposes of capacity limitations. The administration will not approve or deny transfers received for the next school year until after the July 1st capacity data is determined for each grade level and site within the school district.

A transfer may be requested at any time in the school year. State law does limit the ability of a student to transfer no more than two (2) times per school year to one or more school districts in which the student does not reside. Exceptions to this limit will exist for students in foster care. Students are legally entitled to reenroll at any time in his or her school district of residence. Any brother or sister of a student who transfers may attend the school district to which their sibling transferred so long as the sibling does not meet a basis for denial as listed below. A separate application must be filed for each student so that the district can timely consider requests in the order applications are received. If there are more than one District school sites available for the transferring student, the District retains the sole discretion to determine the school site the transferring student will attend.

A student who has attended school as a resident student for at least three years prior to moving out of the school district may be allowed to transfer into the district regardless of capacity. Such a student's application will be reviewed utilizing only disciplinary records and attendance in the determination of the transfer request.

It is the policy of the Board of Education that any legally transferring student shall be accepted by the district under the following circumstances:

1. The district has the capacity to accept the student at the grade level at the school site;

2. The transferring student has not been disciplined for:
   a. violation of a school regulation resulting in an out of school suspension,
   b. possession of an intoxicating beverage, low-point beer, as defined by Section 163.2 of Title 37 of the Oklahoma Statutes, or missing or stolen property if the property is

reasonably suspected to have been taken from a student, a school employee, or the school during school activities, or

c. possession of a dangerous weapon or a controlled dangerous substance while on or within two thousand (2,000) feet of public school property, or at a school event, as defined in the Uniform Controlled Dangerous Substances Act.

3. The transferring student does not have a history of absences. “History of absences” means ten or more absences in one semester that are not excused for the reasons provided in 70 O.S. § 10-105 or due to illness.

By the first day of January, April, July and October, the Board of Education shall establish the number of transfer students the district has the capacity to accept in each grade level for each school site within the district. The number of transfer students for each grade level at each site that the district has the capacity to accept will be posted in a prominent place on the school district’s website. The district shall report to the State Department of Education the number of transfer students for each grade level for each school site which the district has the capacity to accept.

The Superintendent, or his or her designee, shall report to the Board of Education the capacity for transfer students at each grade level and each school site. The number of authorized teaching positions, classrooms available, and class size at each grade level and each site, and/or other such factors shall be reported to the Board when determining the capacities at each site. After review of the report, the Board shall approve the capacity for transfer students at each grade level and each school site as it deems appropriate. The Superintendent or his or her designee shall report to OSDE and publish on the district website the capacities determined by the Board.

A student shall be allowed to transfer to a district in which the parent or legal guardian of the student is employed as a regular employee, unless there is another qualifying reason for the transfer to be denied, such as discipline, attendance, and/or available resources.

The school district shall enroll transfer students in the order in which they submit their applications. If the number of student transfer applications exceeds the capacity of the district, the district shall select transfer students in the order in which the district received the application. If a student is denied a transfer because of capacity limitations, the parents may choose to add the transfer request to a waitlist, in which case transfers would be granted in the order in which they are received in the event that space becomes available for a specific school and/or grade.

Students who are the dependent children of a member of the active uniformed military services of the United States on full-time active-duty status and students who are the dependent children of a member of the military reserve on active duty orders shall be eligible for admission to the school district if he or she is a student whose parent or legal guardian is transferred or is pending transfer to a military installation within the state while on active

military duty pursuant to an official military order.

Students described here who currently reside outside of a district shall be treated by the district as residing within the district for purposes of enrollment, regardless of capacity of the district. Students will not be denied a military transfer for the following:

1. Having an individualized education program or an individualized family service plan under the Individuals with Disabilities Education Act, 29 U.S.C., Section 1400 et seq.,
2. Receiving or qualifying for special education courses or services, or
3. Receiving or qualifying for accommodations or services under the Rehabilitation Act of 1973, 29 U.S.C., Section 504.

Students shall be eligible for military transfer if:

1. At least one parent of the student has a Department of Defense-issued identification card; and
2. The parent or legal guardian of a student shall provide proof of residence in the state within ten (10) days after the published arrival date provided on official documentation. A parent or legal guardian may use the following addresses as proof of residence: a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing.

If a student with a disability applies for a transfer, the student must supply all documentation of the resident district relating to the student's previous and current IEPs and Section 504 Accommodation Plans so that this district may:

1. Determine whether the district currently has appropriate programs, staff, services and placement needed to fulfill the current or anticipated IEP or Section 504 Accommodation Plan of the student; and
2. If a preliminary determination is made that the district has the appropriate programs, staff, services and placement needed to fulfill the current IEP or Section 504 Accommodation Plan of the student if the transfer application is approved, conduct the statutorily-required joint IEP or Section 504 conference with the district of residence before a final determination of approval or denial is made.

Notwithstanding the provisions of this policy, students with disabilities may be educated in this district pursuant to special education cooperative agreements between this district and other school districts. Such transfers will not be deemed to be parent initiated or student-initiated transfer applications governed by this policy.

If the transfer application is accepted, the district shall notify the parents of the acceptance. The parent shall provide the district with written notification that the student will be enrolling within ten (10) days of notification of acceptance. Failure to notify the school district within ten (10) days of acceptance shall result in the cancellation of the transfer. The district will provide a written notice of the cancellation to the parent of the student immediately upon cancellation. If accepted, a student transfer is granted for the existing school year and may continue to

attend in future years. At the end of the school year, the district may deny continued transfer of the student due to disciplinary reasons or a history of absences. Written notice via hand-delivery, U.S. Mail, or email of the intention to deny a continued transfer of the student shall be given to a parent of a student no later than July 15. The parent may appeal the denial of a continued transfer.

If a transfer request is denied by the school district, the district shall provide notification of the denial in writing to the parent by either hand-delivery, by U.S. Mail or electronic mail. The notification shall include:

1. An explanation including but not limited to any citation to the statute, regulation, or school district policy under which the denial was made;
2. A copy of the policy adopted by the district for determining the number of transfer students the school district has the capacity to accept;
3. The date upon which the appeal will be due.

If a transfer request is denied by the administration, the parent or legal guardian of the student may appeal the denial within ten (10) days of notification of denial to the Board of Education. The Board of Education shall consider the appeal at its next regularly scheduled board meeting if notice is provided prior to the statutory deadline for posting the agenda for the meeting. If notice is after the deadline for posting, the board may consider the appeal at a special meeting of the Board of Education.

The appeal to the board of education shall be submitted to the office of the superintendent. The appeal shall include the following:

1. The name, address and telephone number of the parent of the student and the student for whom the appeal is being taken;
2. The date the district gave notice denying the transfer request;
3. The basis for appealing the decision of the school district; and
4. The name, address and telephone number of the legal representative, if applicable.

Appeal process: During the appeal, the board will review the action of the administration and the appeal paperwork submitted by the parent of the student to make sure that the district policy was followed with regard to the denial of the transfer. The board of education will meet in an executive session to review the educational records of the student. If the policy was not followed, the board of education shall return to open session to vote to overturn the denial and the transfer will be granted. This will be a paper appeal and will include the written documentation utilized by the school district as well as a written response from the parent or legal guardian which explains why the policy was not followed.

If the board of education votes to uphold the superintendent's denial of the transfer request, the board of education shall instruct the superintendent to provide notification of denial in writing to

the parent of the student by either hand-delivery, by U.S. Mail, or by electronic mail. The notification shall include:

1. An explanation, including the legal citation to the statute, regulation, or school district policy under which the denial was made;
2. A copy of the policy adopted by the board of education for determining the number of transfer students the district has capacity to accept;
3. A copy of the State Board of Education's prescribed form for an appeal; and
4. A copy of 210:10-1-18.1 which identifies the Accreditation standard for appealing the denial of a student transfer.

If the board of education votes to uphold the denial of the transfer, the parent or legal guardian may appeal the denial within ten (10) days of the notification of the appeal denial to the State Board of Education. The parent or legal guardian shall submit to the State Board of Education and to the superintendent of the district, a notice of appeal on the form prescribed by the State Board of Education. The superintendent shall immediately provide a copy of the appeal to each member of the board of education. Upon receipt of notice of an appeal, but not later than five (5) days prior to the date at which the State Board of Education is scheduled to consider the appeal the board of education may submit a written response to the appeal. Responses should not exceed five (5) pages. If not submitted by the parent, the board of education shall provide a copy of the policy adopted to determine the number of transfer students the district has the capacity to accept in each grade level for each school site within the district. The parent and the school district will have an opportunity to appear in person or by authorized representative or by attorney to address the State Board at the meeting.

A student who enrolls in a school district in which the student is not a resident shall not be eligible to participate in school-related extramural athletic competition governed by the Oklahoma Secondary School Activities Association for a period of one (1) year from the first day of attendance at the receiving school unless the transfer is from a school district which does not offer the grade the student is entitled to pursue as per 70 O.S. § 8-103.2. An exception to this is provided through the Oklahoma Secondary School Activities Association that grants eligibility to participate if the student was either approved for enrollment at the receiving (new) school or placed on a waiting list at the receiving (new) school on or before July 15 of the upcoming school year. Student-athletes must complete a waiver through the Athletic Department to be considered for this exception.

The board of education shall annually submit to the State Department of Education the number of transfer requests for students with disabilities approved and denied and whether each denial was based on availability of programs, staff, or services. The State Department of Education shall publish the data on its website and make the data available to the office of Educational Quality and Accountability.

REFERENCE: 70 O.S. §1-114, 70 O.S. §1-113, 70 O.S. §5-117.1, 70 O.S. §8-101, et seq., 70 O.S. §24-101, et seq.; §24-102, Family Education Rights and Privacy Act, Atty. Gen. Op. No.

Amended July 2026
Amended September 2025
Amended June 2022
Amended March 2019
Amended November 2016
Amended October 2015
Amended October 2014
Amended September 2013
Adopted September 2012

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87-134, April 1, 1988, State Accreditation Standards 210:10-1-18 and 210:10-1-18.

5.20a Student Transfers – Intra-District

Oklahoma law allows students that reside in a school district to transfer from their assigned site to any site within the district, also known as an intra-district transfer. By the first day of January, April, July and October of each year, the board of education shall establish the number of intra-district transfer students the district has the capacity to accept in each grade level for each school site within the district. Once established, the intra-district capacity numbers will be posted in a prominent place on the school district website and shall be reported to the State Department of Education.

An intra-district transfer may be requested at any time in the school year, unless the grade level of the receiving school site has reached capacity. If the capacity at a grade level is insufficient to enroll all eligible students, the school district shall select intra-district transfer students based on the following preferences and then in the order in which the intra-district applications were received:

This policy applies to students who reside within the school district and creates an enrollment preference and reserve capacity for:

1. Students who reside in the school site boundary;

2. Students who attended the school site the prior school year;

3. Siblings of students who are already enrolled at the school site;

4. Children of school district regular employees who wish to attend a different school site within the school district; and

5. Students who change residence within a school district and who wish to attend the same school site.

An intra-district transfer may be requested at any time in the school year. State law does limit the ability of a student to transfer to other school sites within the school district where the student resides to no more than two (2) times per school year. Exceptions to this limit will exist for students in foster care. A student is legally entitled to re-enroll at any time in their school district's site of residence.

Transfers that have previously been approved by the school district will remain in effect for future school years unless the district provides notification to the parent or legal guardian that the transfer is not going to be continued for an upcoming school year due to disciplinary action or attendance issues. The district will not require parents to resubmit a new application each school year and will advance the previous application of an enrolled student, amending only the grade placement of the student.

Any sibling of a student who transfers may attend the school site to which their sibling transferred regardless of capacity, if the sibling does not meet a basis for denial as listed below. A separate application must be filed for each student so that the district can timely consider requests in the order applications are received.

The child of a school district regular employee who resides in the school district but wishes to attend a different school site within the school district where the student resides may be granted an intra-district transfer if the student does not meet a basis for denial as listed below.

It is the policy of the board of education that any legally transferring student shall be accepted by the district under the following circumstances:

The district has the capacity to accept the student at the grade level at the school site;

The transferring student has not had the following discipline or attendance conditions during the current or prior school year:

A. Violation of a school regulation resulting in out-of-school suspension days totaling the equivalent of a long-term suspension of 10 or more days.

B. Discipline resulting from possession of an intoxicating beverage, low-point beer, as defined by Section 163.2 of Title 37 of the Oklahoma Statutes, or missing or stolen property if the property is reasonably suspected to have been taken from a student, a school employee, or the school during school activities, or

C. Discipline resulting from possession of a dangerous weapon or a controlled dangerous substance while on or within two thousand (2,000) feet of public school property, or at a school event, as defined in the Uniform Controlled Dangerous Substances Act.

D. The transferring student does not have a history of absences. "History of absences" means 10 or more absences in one semester that are not excused for the reasons provided in 70 O.S. §10-105 or due to illness.

The district will approve or deny the application and notify the parent of the student of the determination in writing within thirty (30) days of receiving an application. The school district shall enroll transfer students based on the preferences outlined above and then in the order in which they submit their applications. If the number of student transfer applications exceeds the capacity of the district, the district shall select transfer students based on the preferences outlined above and then in the order in which the district received the application.

LEGAL REFERENCE: 70 O.S.§8-114.

5.21 Part-Time Enrollment

The board seeks to provide the best educational opportunities possible for every student in the district. In order to do so, the district must carefully balance individual student needs with the overall needs of the district – including the district's financial needs.

Public school districts in Oklahoma have two major sources of funding: ad valorem taxes and state aid. Ad valorem tax receipts are controlled by the assessed valuation of the property within the geographical boundaries of the school district and are not affected by the number of students enrolled and attending school. State aid, on the other hand, is determined by calculations that factor in the number of students attending the school district. An increase in the number of students therefore results in an increase in state aid, all other factors being equal.

The regulations of the Oklahoma State Department of Education provide that students, who are enrolled on less than a full-time basis, as defined by the Oklahoma State Department of Education, may not be counted for state aid purposes. Accordingly, allowing students to enroll on a part-time basis would require the district to provide an education for those students without receiving any additional state aid to pay for the cost of educating such part-time students.

In addition, the board believes that allowing students to enroll on a part-time basis would cause administrative disruption and make the administration and the efficient operation of the schools in the district more difficult.

Because of these reasons, the board requires that all students enrolling in the district must do so on a full-time basis. Full-time basis shall be defined as attending classes each day of the school week for the full instructional day within the public school system or in conjunction with another state-accredited institution such as a vocational-technical school district or a college or university for concurrent enrollment. The only exceptions to this policy shall be for students receiving remediation after being denied a standard diploma by this district, fifth-year seniors, and students with disabilities whose IEPs or accommodation plans require variations on student schedules.

Regardless of the exceptions to this policy outlined above, only students enrolled on a full-time basis, as defined herein, may participate in district-sponsored extracurricular activities

This policy does not apply to tuition based classes such as driver's education courses if given in the summer.

If at any time after the adoption of this policy Oklahoma law allows part-time students to be counted for state aid purposes, the board will reconsider this policy.

Amended November 2016

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5.22 Student Promotion and Retention and Student Pass/Fail of a Course

Introduction

This policy establishes guidelines for teachers and administrators related to student promotion and retention. It also establishes an appeal procedure for parents who wish to challenge a retention or promotion decision.

As used in this policy, "retain" or "retention" means a decision to decline to advance a student into the next higher grade level following the end of the school year and to indicate on the student's permanent cumulative record that he or she has not successfully completed the requirements of his or her current grade level.

As used in this policy, "not passed in a course" or similar wording, means the student is assigned a failing semester grade in a course of study which failing grade will be recorded on the student's permanent cumulative record.

Promotion/Retention and Failing Courses

Each school in this district will form a committee to review and make decisions regarding retention and promotion. The committee will be composed of a classroom teacher, a counselor when available, the principal and additional personnel who may be assigned by the principal or superintendent when appropriate. No committee will be formed regarding a failing grade in a course, but such failing grade shall be shown on the student’s report card.

Supportive evidence must be presented to the student and parent regarding a retention decision. This evidence must be based on:

1. Testing which actually covers the subject matter presented to the student.
2. Assignments directly related to the subject matter being taught.
3. Consideration will also be given to the student's attendance record, although this matter will not bear the same weight as items 1 and 2.
4. Consideration will also be given to the student’s level of maturity (physical, mental, emotional, and social), although this matter will not bear the same weight as items 1, 2 and 3 and cannot be the sole reason for a decision to retain or promote a student.

The student and the parent must be made aware of the possibility of the student's impending retention or failing grade in a course. Any student in danger of being retained or failing a course shall be notified prior to the end of the school year that the student’s performance is insufficient, and the student's parents will be mailed a written notice. The school staff will make every effort to help the student improve the student's academic standing.

Promotion will be determined by successfully completed units of instruction to be established by the board of education, the superintendent and the relevant principal.

Appeal Process

After receiving a decision to retain a student or upon receipt of the student's report card showing a failing grade in a course, any parent may request reconsideration of a retention decision or a decision to not pass a student in a course by taking the steps outlined below.

Parents who disagree with the district's decision to promote a student to the next grade may also appeal the decision upon receipt of the student's report card by taking the steps outlined below.

First Level of Appeal

The parent may request review of the initial decision by letter to the building principal. If no request is received within five (5) days of the parent's receipt of written notification of the committee's initial decision to retain or in the case of failing a course, within five (5) days of the student or parent's receipt of the report card, the decision will be final and non-appealable.

Second Level of Appeal

The parent may request review of the principal's decision by letter to the superintendent. If no request is received within five (5) days of the parent's receipt of the principal's written notification of his or her decision, the principal's decision will be final and non-appealable.

Final Level of Appeal

The parent may request review of the superintendent's decision by letter to the superintendent or the clerk of the board of education. If no request is received within five (5) days of the parent's receipt of the superintendent's written notification of his or her decision, the superintendent's decision will be final. The parent will be notified in writing of the date, time and place of the Board meeting at which the decision will be reviewed. The Board's decision will be final and non-appealable.

If a parent disagrees with the Board's decision, he or she may prepare a written statement stating the reason(s) for disagreement, which will be placed in and become a part of the student's permanent cumulative record. Prior to retaining a student at the parent's request, the student's parent will be required to sign an acknowledgment form accepting responsibility for any adverse consequences of retaining a student against district recommendations.

Reference: 70 OKLA. STAT. §1210.508C, OAC 210:15-27-3

5.23 Student Residency

The district is established for the purpose of serving the educational interests of resident students. This includes homeless students, students who are not documented citizens, and students whose parents/guardians are not documented citizens. The district will not inquire into a student or parent/guardian's citizenship status as a part of enrollment, and will only use information regarding a student's living situation to better serve the student. The district will periodically review its practices and the documents it seeks as a part of establishing residency within the district to ensure that its processes are not overly burdensome and do not discourage the enrollment of homeless students and/or undocumented students.

Definitions

For purposes of this policy, the terms listed below have the following meanings:

"Residence," "residency" and "legal residence" mean the student's present place of abode, *provided* that it is a place where important family activities (such as sleeping, eating, working, relaxing, and playing) take place during a significant part of each day. Mere presence alone is not sufficient to establish residency. Documentary evidence that may be submitted to establish residency is identified below.

"Person having legal custody" means a person who is legally responsible for the care of the child pursuant to: the order of a court, a proper attorney-in-fact affidavit, or placement by a governmental agency responsible for making custody determinations and/or placements.

Basic Residency Requirements

State law provides that a child's residence for school purposes is the school district in which the (1) parents, (2) guardian or (3) person having legal custody of the child holds legal residence. Children may also establish residency if their attorney-in-fact is a resident of the district. Children who are foster children are granted residency in the district if they attended the district prior to entering foster care, if their current/prior foster family is/was a resident of the district, or if another child in their current foster home attends school in the district pursuant to a transfer. The district does not permit students to establish residency based on the mere affidavit of a person who has assumed permanent care and custody of the child under Okla. Stat. tit. 70 § 1-113 or based on an attorney in fact affidavit under Okla. Stat. tit. 10 § 700.

The district does not permit students to establish residency based on the affidavit of a person who has assumed permanent care and custody of the child under Okla. Stat. tit. 70 § 1-113.

Procedure for Resolving Residency Disputes

The district recognizes that there may be occasions when there is a dispute regarding residency. Upon enrollment in the school system the district will verify that the student is a resident of the district or is otherwise entitled to attend school in the district for any reason authorized by law. As a part of this verification process the district will obtain an address from each student or the student's parent, guardian, or person having legal custody of the child. In providing an address to the district that is within the district's boundaries the student and student's parent, guardian, or person having legal custody of the child represent that this

address is the student's residence. The district may also require, in order to verify residency, certified copies of court orders, guardianship documents, written agreements and affidavits relating to the care, custody and control of the student and any other information the district deems relevant.

If at any time a district administrator has a reasonable belief that the reported residence may not be the residence of the child for purposes of school attendance, the administrator shall notify the student's parent, guardian, or person having legal custody of the child that there is a question regarding the student's legal residency. The student's parent, guardian, or person having legal custody of the child shall be given an opportunity to submit information regarding the student's residency to the district's residency officer. All notices required by this policy shall be in writing. Additionally, reasonable alternative arrangements for documenting communications will be made for those persons who are visually impaired or otherwise unable to communicate in writing.

Information or documentation to prove student residency in the district shall include but not be limited to proof of provision of utilities, payments of ad valorem taxes, local agreements or contracts for purchasing/leasing housing, driver's licenses, income tax returns, notes, mortgages, contracts and any other source of proof that is not in conflict with statutory provisions relating to the residence of students.

Any question or dispute as to the residence of a student not deemed to be a "homeless student" shall be determined by the residency officer and the board of education pursuant to the following procedures:

1. The student's parent, guardian, or person having legal custody of the child must notify the residency officer in writing of the review request within three (3) school days from the date of written denial of admittance or from the date of written notification that the student is considered not to be a resident of the district. Upon receipt of a request for review, the residency officer shall allow the parent, guardian, or person having legal custody to provide additional pertinent information in accordance with the district's criteria and the statutory provisions regarding residency. This information must be submitted with the request for review.
2. The residency officer must render a decision and notify the student's parent, guardian, or person having legal custody of the child of the decision and reasoning therefore in writing within three (3) school days of receipt of the request for review.
3. If the student's parent, guardian, or person having legal custody of the child disagrees with the residency officer's decision, such person shall notify the residency officer in writing within three (3) school days of his or her receipt of the residency officer's decision. The residency officer will submit his or her findings and all documents reviewed to the board of education. The board of education will review the decision and the documents submitted on behalf of the district and the student and will render a decision at the next board meeting. The decision of the board of education shall be the final administrative decision.
4. In an effort to place students in school as quickly as possible, timelines shall be followed unless due to emergency circumstances both parties agree to an extension of timelines.

Miscellaneous Policy Provisions

Hearings involving more than one student where students are related or residing in the same household may be consolidated at the discretion of the residency officer and the board of education.

If the residency dispute involves an 18-year-old student, all notices will be delivered to the student.

If already enrolled and attending school in the district, a student or students involved in a dispute related to the student's residency may remain in school until available appeals are exhausted when the student or the student's parent, guardian, or person having legal custody of the child has filed an appeal in the manner and within the time permitted by this policy.

The residency officer shall be in charge of maintaining the files related to a residency dispute, ensuring that the principals or others directly involved in such a dispute forward their records of the dispute following their involvement, and otherwise keeping all communications involving the dispute intact.

The district's residency officer is the Executive Director of District Services.

The board of education understands that there may be some instances where residency may be established on a date other than the date the student was enrolled in the district. For any period during which a student is enrolled in the district, but is not a resident of the district, the district may charge tuition if it is established that the student's parent, guardian, or person having legal custody of the child knew or should have known that the child or children who are the subject of the residency dispute were not residents of the district. The tuition shall be based on a per capita cost of educating a student in the district during the preceding year. This issue may be raised along with other issues related to the residency dispute and shall be heard in the same manner.

The district shall provide for educational services for homeless children as required by law.

The district reserves the right to require reverification of student residency at the beginning of each school term.

A copy of this policy shall be provided to the student's parent, guardian, or person having legal custody of the child as soon as possible following the inception of any residency dispute.

Special Definitions and Procedures Applicable to Homeless Children and Youth

Definitions

"Homeless children and youth" means students who lack fixed, regular and adequate nighttime residence, and includes:

1. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer

parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or abandoned in hospitals;

2. children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. children and youths who are living in cars, parks, public spaces, buildings, substandard housing, bus or train stations, or similar settings; and
4. migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless.

Enrollment, Records and Immunizations

Federal law provides that homeless children and youth, individually or through a parent or guardian, may choose to attend the school in the area in which they are currently living. The district's residency officer will determine whether a student is a homeless child or youth for purposes of establishing residency and promptly advise the parent, guardian or person having legal custody of the child of the decision, both orally and in writing, if possible. If there is no such person, the residency officer will advise the student. The district will enroll each homeless student and permit his or her full participation in all school programs, whether or not the student is accompanied by a parent, guardian or person having custody of the child, and without proof of residence, current immunizations and traditional enrollment documentation, such as school records and medical/immunization records. The district's homeless liaison may assist the student and school in obtaining those items. A parent, guardian or person having legal custody of the child who disagrees with the residency officer's determination may appeal the decision to the board of education under the procedure identified in this policy. If there is no parent, guardian or person having legal custody of the child available, the student may appeal the decision.

Appeals Procedures

The district will make every effort to resolve disputes regarding homeless children at the lowest level possible by utilizing the following process:

1. At the time a homeless student seeks enrollment, the district will notify the student or his/her family of these procedures and provide the student/family with a copy of this policy.
2. The district will promptly notify the district's homeless coordinator that a homeless student seeks enrollment, and will seek to involve the coordinator in decisions regarding the student's education.
3. Students/families who disagree with a decision regarding the student's education may meet with the coordinator for an informal resolution. The coordinator will notify the student/family that a written complaint may be submitted within five (5) days (or longer if agreed upon by the parties).
4. If the coordinator receives a written complaint, the coordinator will prepare a decision (plan of action) and provide it to the student/family within five (5) days of receipt of the

written complaint. The coordinator will also notify the student/family of the right to appeal to the superintendent.

5. Students/families who are still dissatisfied with a decision regarding the student's education may file a written appeal with the superintendent within five (5) days of receipt of the coordinator's plan. The superintendent's designee will meet with the student/family within five (5) days of receipt of the appeal. The superintendent will issue a decision within five (5) days of the meeting with the student/family. The superintendent will also notify the student/family of the right to appeal to the board of education.
6. Students/families who are still dissatisfied with a decision regarding the student's education may file a written appeal with the board of education by submitting a written notice to the superintendent within five (5) days of the superintendent's decision. The appeal will be placed on the next agenda (or the following agenda, if the appeal is received after the agenda posting deadline) and the board's decision is final at the district level. Students/families who are still dissatisfied with a decision regarding the student's education may file an appeal with the Oklahoma State Department of Education utilizing the procedures established by the OSDE.

Special Definitions and Procedures Applicable to Transitioning Military Children

"Children of military families" means a school-aged child(ren), enrolled in kindergarten through twelfth grade, in the household of an active duty member.

"Active duty" means full-time duty status in the active uniformed service of the United States, including members of the National Guard and Military Reserve on active duty orders pursuant to Title 10, Sections 1209 and 1211 of the United States Code.

"Military student" means the child of a military family for whom the local education agency receives public funding and who is formally enrolled in kindergarten through twelfth grade.

"Transition" means (a) the formal and physical process of transferring from school to school or (b) the period of time in which a student moves from one school in the sending state to another school in the receiving state.

"Sending state" means the state from which a child of a military family is sent, brought, or caused to be sent or brought.

"Receiving state" means the state to which a child of a military family is sent, brought, or caused to be sent or brought.

"Uniformed service(s)" means the Army, Navy, Air Force, Marine Corps, Coast Guard as well as the Commissioned Corps of the National Oceanic and Atmospheric Administration and Public Health Services.

The district will grant a transfer to a student of a military family if the following criteria are met:

1. Oklahoma is the home state of record for the student; and

2. The student's parent is a member of the active U.S. uniformed military service on full-time active duty; or the parent is a member of the military reserves on active duty; and
3. At least 1 parent has a Department of Defense issued ID card; and
4. At least 1 parent provides evidence that he/she will be on active duty status or orders for at least 30 consecutive days; and
5. The student will be living with a relative residing in the district or moving into the district within 6 months of the application.

In order to be granted a transfer pursuant to the Deployed Parents School Act of 2013 ("Act"), a student/parent must submit a completed application form with supporting documentation. The superintendent is authorized to approve such transfers on behalf of the board of education and to notify the board at the next regularly scheduled meeting that a transfer pursuant to the Act was accepted.

In lieu of applying for a transfer under the Act, students of military families may also establish residency in the district and enroll in the district as outlined in this policy.

Establishing Residency

State law provides that transitioning military children placed in the care of a noncustodial parent or other person standing in loco parentis, may attend school in the school district in which the noncustodial parent or person standing in loco parentis to the transitioning military child holds legal residence. Similarly, transitioning military children placed in the care of a noncustodial parent or other person standing in loco parentis may continue to attend the school in which the student was enrolled while residing with the custodial parent. A special power of attorney relating to the guardianship of a military child and executed under applicable law shall be sufficient for purposes of enrollment and all other actions requiring parental participation and consent.

Enrollment

The district will promptly accept unofficial or "hand-carried" educational records and transcripts in lieu of official education records and transcripts for transitioning military children. Upon receipt of such records, the district will promptly enroll the transitioning military child. However, upon enrollment, the district will request official educational records and transcripts from the school in the sending state. The district's residency officer will determine whether a student is a transitioning military student for purposes of establishing residency and promptly advise the parent or other person standing in loco parentis of the decision, both orally and in writing, if possible. A parent or other person standing in loco parentis who disagrees with the residency officer's determination may appeal the decision to the board of education under the procedure identified above.

Grade Level Placement

Transitioning military children, including children entering kindergarten, shall be able to enroll in the same grade level in which they were enrolled in the sending state, regardless of age, time of transfer or age requirements of the receiving state.

Course Level and Educational Program Placement

To the extent that this district is in a receiving state, the district may subsequently perform course placement and educational program evaluations of a transitioning military student. However, the district will initially place the transitioning military student in courses and programs comparable to those in which the student was a participant while in the sending state, including, but not limited to, Honors, International Baccalaureate, Advanced Placement, Gifted and Talented, English as a Second Language, Special Education and vocational, technical and career pathway courses. The district will make these accommodations whether or not the student has fulfilled the necessary prerequisites in the district or receiving state.

Extracurricular Activities

When appropriate, the district will provide transitioning military children the opportunity to participate in extracurricular participation, regardless of application deadlines.

Immunizations

Transitioning military children shall have thirty (30) days from the date of enrollment to obtain any immunizations required by Oklahoma law. For a series of immunizations, such children must obtain initial vaccinations within thirty (30) days.

Tuition

The district may not charge tuition to a transitioning military child placed in the care of a noncustodial parent or other person standing in loco parentis who lives in a school district other than that of the custodial parent if the parent or other person standing in loco parentis lives within the boundaries of this district.

Reference: 42 U.S.C. §11301 et seq., Okla. Stat. tit. 70 § 1-113, 70 Okla. Stat. §510.1

5.24 Students, Drugs and Alcohol

1. Illegal and Illicit Drugs and Alcohol
   A. Use of illicit drugs and unlawful possession and use of alcohol is wrong and harmful, resulting in poor academic performance, poor social interactions, and jeopardy to future job prospects.
   B. Students are prohibited from using, being under the influence of, possessing,
   C. furnishing, distributing, selling, conspiring to sell or possess or being in the chain of sale or distribution of alcoholic beverages, non-intoxicating alcoholic beverages (as defined by Oklahoma law, i.e., 3.2 beer), illegal or illicit drugs, or other mood-altering substances at school, while on school vehicles, or at any school-sponsored event.
   D. "Illicit drugs" includes steroids and prescription and over-the-counter medications being used for an abusive purpose, i.e., when they are not used in compliance with the prescription or directions for use and are not being used to treat a current health condition of the student.
   E. “Mood-altering substances” include, but are not limited to, paint, glue, aerosol sprays, salts, incense, and other substances which may be used as an intoxicating substance.
   F. Violation of this policy will result in imposition of disciplinary measures, which may include suspension for the remainder of the current semester and the following semester.
   G. Student violation of this rule which also constitutes illegal conduct will be reported to law enforcement authorities.
2. Necessary Medications
   A. Students may not retain possession of and self-administer any medication at school for any reason except as permitted by the school’s policy on the administration of medicine to students.
   B. Students who have a legitimate health need for over-the-counter or prescription medication at school shall deliver such medications to the principal with a parental authorization, in compliance with Oklahoma law and school policy and procedures regarding administering medicine to students.
   C. Violations of this rule will be reported to a student's parents, and may result in discipline which can include suspension.
3. Distribution of Information
   A. Information for students and parents about drug and alcohol counseling and rehabilitation and reentry programs in this geographic area is available from the principal at each site.
   B. Copies of this policy shall be included in the student handbook.

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5.25 Educational Services for Students under Section 504 and Title II of the Americans with Disabilities Act

The district recognizes its responsibilities to children who are or may be qualified persons with disabilities under Section 504 of the Rehabilitation Act of 1973 ("Section 504") and Title II of the Americans with Disabilities Act (“Title II”). In an effort to ensure that district employees understand and implement the requirements of Section 504 and Title II, the board of education adopts the following policy.

Qualified Individual with a Disability

All qualified persons with disabilities within the jurisdiction of the district are entitled to a free appropriate public education (“FAPE”), regardless of the nature or severity of the person’s disability. Section 504 and Title II define a person with a disability as any person who (a) has a physical or mental impairment that substantially limits one or more major life activities, (b) has a record of such an impairment or (c) is regarded as having such an impairment. The definition of disability shall be construed in favor of broad coverage of individuals, to the maximum extent permitted by Section 504 and Title II.

The term "physical or mental impairment" means (a) any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive, digestive, genito-urinary; hemic and lymphatic; skin; and endocrine; or (b) any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The phrase “physical or mental impairment” includes, but is not limited to, such contagious and noncontagious diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, specific learning disabilities, HIV disease (whether symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism. The following are excluded from the term “physical or mental impairment:” (a) an individual who currently engages in the illegal use of drugs; (b) homosexuality and bisexuality; (c) tranvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments, or other sexual behavior disorders; (d) compulsive gambling, kleptomania, or pyromania; and (e) psychoactive substance use disorders resulting from current illegal use of drugs.

The term "major life activities" includes, but is not limited to, functions such as caring for one's self, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working. A “major life activity” also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.

An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability. Also an impairment that is episodic or in remission is a disability, if it would substantially limit a major life activity when active.

Mitigating Measures

The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as:

1. medication, medical supplies, equipment, or appliances, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies;
2. use of assistive technology;
3. reasonable accommodations or auxiliary aids or services; or
4. learned behavioral or adaptive neurological modifications.

The ameliorative effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether an impairment substantially limits a major life activity.

For purposes of this policy, a "qualified person with a disability" is a person with a disability who is (a) of an age during which it is mandatory under Oklahoma law to provide such services to persons with disabilities; (b) of an age during which persons without disabilities are provided such services; or (c) a person for whom a state is required to provide a FAPE under the Individuals with Disabilities Education Act.

Appropriate Education

An appropriate education may comprise education in regular classes, education in regular classes with the use of related aids and services, or special education and related services in separate classrooms for all or portions of the school day. Special education may include specially designed instruction in classrooms, at home, or in private or public institutions and may be accompanied by related services such as speech therapy, occupational and physical therapy, psychological counseling and medical diagnostic services necessary to the child's education.

An appropriate education in the district will include:

- Regular or special education and related aids and services designed to meet the individual education needs of students with disabilities as adequately as the needs of nondisabled students are met;
- The education of each student with a disability with nondisabled students, to the maximum extent appropriate to the needs of the student with a disability;
- Evaluation and placement procedures established to guard against misclassification or inappropriate placement of students, and a periodic reevaluation of students who have been provided special education or related services; and
- Establishment of due process procedures that enable parents and guardians to receive required notices, review their child's records and challenge identification, evaluation and placement decisions, and that provide for an impartial hearing with the opportunity for participation by parents and representation by counsel, and a review procedure.

The district will design education programs for student with disabilities to meet their individual needs to the same extent that the needs of nondisabled students are met. The district will provide the quality of education services to students with disabilities that equals the quality of services provided to nondisabled students. The district will provide teachers for students with disabilities who are trained in the instruction of individuals with disabilities. The district will provide comparable facilities for students with disabilities and make appropriate materials and equipment available. The district will not exclude students with disabilities from participating in nonacademic services and extracurricular activities on the basis of disability. The district will provide persons with disabilities an opportunity to participate in nonacademic services that is equal to that provided to persons without disabilities. These services may include physical education and recreational athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the district, and referrals to agencies that provide assistance to persons with disabilities and employment of students.

Educational Setting

The district will place students with and without disabilities in the same setting, to the maximum extent appropriate to the educational needs of the students with disabilities. The district shall place students in the regular education environment unless the district demonstrates that the education of the student in the regular education environment with the use of supplementary aids and services cannot be achieved satisfactorily. Students with disabilities will participate with nondisabled students in both academic and nonacademic services, including meals, recess and physical education, to the maximum extent appropriate to their individual needs.

As necessary, the district will provide specific supplementary aids and services for students with disabilities to ensure an appropriate education setting. Supplementary aids may include, but are not limited to, interpreters for students who are deaf, readers for students who are blind, and equipment to make physical accommodations for students with mobility impairments.

If the district places an individual with disabilities in another school, the district will take into account the proximity of the other school to the student's home.

Evaluation and Placement

The district shall annually undertake to identify and locate every qualified child with a disability residing in the district's jurisdiction who is not receiving a public education and take appropriate steps to notify children with disabilities and their parents or guardians of the district's duties under Section 504 and Title II.

Examples of situations in which school personnel may reasonably conclude that a student needs or is believed to need special education or related aids and services includes (a) when a teacher, based on observations of or work with the student expresses a view that an evaluation is needed, or (b) when the parent of a student has requested an evaluation.

The district will make evaluation and placement decisions in accordance with appropriate procedures required by law. The district will conduct an individual evaluation before any action is taken with respect to the initial placement of a child who has a disability or before any significant subsequent change in that placement. The district will use tests and other evaluation

materials that have been validated for the specific purpose for which they are used. The tests and other evaluation materials will include those tailored to assess the student's specific areas of educational need, not merely those designed to provide a single general intelligence quotient (IQ) score. Trained personnel will administer the tests and other evaluation materials in conformance with the instructions provided by their producer. The district will select and administer tests so as best to ensure that, when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills, unless those skills are the factors the test purports to measure. In interpreting evaluation data and making placement decisions, the district will draw upon information from a variety of sources, including but not limited to aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background and adaptive behavior. Grades alone are an insufficient basis upon which to determine whether a student has a disability and may not be the determinative factor in deciding whether a student with a disability needs special education or related aids and services. Grades are just one consideration and do not provide information on how much effort or how many outside resources are required for the student to achieve those grades. A multidisciplinary group, including persons knowledgeable about the child, the meaning of the evaluation data and the placement options, will document and consider carefully information obtained from all such sources in making eligibility and placement decisions. A parent is a required participant if he or she is a person knowledgeable about the student.

The multidisciplinary group will consider reevaluation at least every three years for each student for whom the district is providing a FAPE or more frequently if conditions warrant or if the child's parent or teacher requests a reevaluation. While reevaluation does not require prior parental consent, parental notification prior to reevaluation is required. Reevaluation shall occur using the same evaluation criteria for an initial evaluation. The district shall reevaluate a student with a disability in the following circumstances, including, but not limited to, a reevaluation (1) in any area where a disability is suspected, (2) if the student's behaviors or needs have changed warranting a reevaluation, and (3) before any significant change in placement (including, for example, termination or significant reduction of educational or related services). Reevaluations will be completed within a reasonable period of time.

Section 504/Title II Plan

When the multidisciplinary group determines that a student is eligible for educational services under Section 504 and Title II, it will prepare a plan documenting how the district will provide FAPE for that student. The plan will identify the educational services, related services and supplementary aids and services needed to meet the student's individual educational needs in the least restrictive environment, the person(s) responsible for implementing each component of the plan, the starting and ending dates for each component and a date, no less than annually, on which to review the plan.

The district will provide appropriate education and related aids and services free of charge to students with disabilities and their parents or guardians, except for fees equally imposed on nondisabled persons or their parents or guardians.

If the district is unable to provide a FAPE itself, it may place a person with a disability in, or refer the person to, a program other than the one it operates. However, the district will remain

responsible for ensuring that the education offered to the student is appropriate, as defined by law, and for coverage of financial obligations associated with the placement. The district will ensure that adequate transportation is provided to and from any program in which it places the student that is not operated by the district, at no greater personal or family cost than would be incurred if the student were placed in the district's program.

Procedural Safeguards

The district will employ procedural safeguards regarding the identification, evaluation or educational placement of persons who, because of disability, need or are believed to need special instruction or related services. District personnel will notify parents or guardians of any evaluation or placement actions and parents or guardians will be allowed to examine the student's records. The district will provide parents or guardians with a copy of its *Section 504 of the Rehabilitation Act of 1973/Title II of the Americans with Disabilities Act Information and Procedural Safeguards form* annually at the student's Section 504 plan meeting and when the district (a) seeks parent or guardian consent for Section 504 evaluation or reevaluation, (b) receives a complaint from the parent or guardian alleging failure to comply with Section 504 or Title II requirements, (c) receives a request from the parent or guardian for a copy of the *Procedural Safeguards* form, and (d) takes any action with respect to the identification, evaluation, or educational placement of the student.

The district will provide an impartial hearing by an objective, neutral hearing officer that will allow parents or guardians to challenge identification, evaluation and placement procedures and decisions. If parents or guardians disagree with the district's decisions, they will be afforded an impartial hearing, with an opportunity for their participation and for representation by counsel. The district will make available an impartial administrative review procedure by an objective, neutral review officer to parents or guardians who want to challenge the hearing decision. If the parent or guardian wants to challenge the administrative review decision, he or she may file an action in state or federal court.

Retaliation

The district also prohibits retaliation, intimidation, threats, or coercion of any person for opposing discrimination or for participating in the district's discrimination complaint process or making a complaint, testifying, assisting, appealing, or participating in any other discrimination complaint proceeding or hearing. The district will take steps to prevent the alleged perpetrator or anyone else at the district from retaliating against the alleged victim or any person who acts to oppose discrimination or participates in the complaint process. These steps include notifying students and employees that they are protected from retaliation, making sure that victims know how to report future problems and making follow-up inquiries to see if there have been any new incidents. If retaliation occurs, the district will take strong responsive action.

Persons with complaints or concerns about the application of this policy should contact the district's 504/Title II Coordinator:

Director of Special Services, Owasso Public School District

5.26 Student Behavior and Discipline Options

Discipline Code

The following behaviors at school, while on school vehicles or going to or from or attending school events will result in disciplinary action, which may include in-school placement options or out-of-school suspension:

1. Arson
2. Altering or attempting to alter another individual's food or beverage
3. Assault (whether physical or verbal) and/or battery
4. Attempting to incite or produce imminent violence directed against another person because of his or her race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information by making or transmitting or causing or allowing to be transmitted, any telephonic, computerized or electronic message
5. Attempting to incite or produce imminent violence directed against another person because of his or her race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information by broadcasting, publishing or distributing or causing or allowing to be broadcast, published or distributed, any message or material
6. Cheating
7. Conduct that threatens or jeopardizes the safety of others
8. Cutting class or sleeping, eating or refusing to work in class
9. Disruption of the educational process or operation of the school
10. Extortion
11. Failure to attend assigned detention, alternative school or other disciplinary assignment without approval
12. Failure to comply with state immunization records
13. False reports or false calls
14. Fighting
15. Forgery, fraud, or embezzlement
16. Gambling
17. Gang related activity or action
18. Harassment, intimidation, and bullying, including gestures, written or verbal expression, electronic communication or physical acts
19. Hazings (whether involving initiations or not) in connection with any school activity, regardless of location
20. Immorality
21. Inappropriate attire, including violation of dress code

22. Inappropriate behavior or gestures
23. Indecent exposure
24. Intimidation or harassment because of race, color, sex, pregnancy, gender, gender expression or identity, national origin, religion, disability, veteran status, sexual orientation, age, or genetic information, including but not limited to: (a) assault and battery; (b) damage, destruction, vandalism or defacing any real or personal property; or threatening, by word or act, the acts identified in (a) or (b)
25. Obscene language
26. Physical or verbal abuse
27. Plagiarism
28. Possession or distribution of a caustic substance
29. Possessing, distributing or viewing obscene materials, including electronic possession, distribution or viewing (sexting)
30. Possession, without prior authorization, of a wireless telecommunication device
31. Possession, threat or use of a dangerous weapon and related instrumentalities (i.e., bullets, shells, gun powder, pellets, etc.)
32. Possession, claimed possession, use, manufacture, distribution, sale, purchase, conspiracy to sell, distribute or possess or being in the chain of sale or distribution, or being under the influence of (a) alcoholic beverages, low-point beer (as defined by Oklahoma law, i.e., 3.2 beer), (b) any mind altering substance except for medications taken for legitimate medical purposes pursuant to district policy, including but not limited to prescription medications for which the individual does not have a prescription, or medications used outside their intended therapeutic purpose, (c) paint, glue, aerosol sprays, salts, incense and other substances which may be used as an intoxicating substance, regardless of its actual content.
33. Possession or claimed possession of illegal and/or drug related paraphernalia.
34. Possession or claimed possession of prescription and/or non-prescription medicine while at school and school related functions without prior district approval.
35. Possession, use, manufacture, distribution, sale, purchase, conspiracy to sell, distribute or possess or being in the chain of sale or distribution, or being under the influence of (a) alcoholic beverages, low-point beer (as defined by Oklahoma law, i.e., 3.2 beer), (b) any mind altering substance, except for medications taken for legitimate medical purposes pursuant to district policy, including but not limited to prescription medications for which the individual does not have a prescription, or medications used outside their intended therapeutic purpose, (c) paint, glue, aerosol sprays, salts, incense and other substances which may be used as an intoxicating substance, or (d) any substance believed or represented to be a prohibited substance, regardless of its actual content.
36. Possession of illegal and/or drug related paraphernalia
37. Possession of prescription and/or non-prescription medicine while at school and school related functions without prior district approval

38. Profanity
39. Purchasing, selling and/or attempting to purchase or sell prescription and non-prescription medicine while at school and school related functions
40. Sexual or other harassment of individuals including, but not limited to, students, school employees, volunteers
41. Theft
42. Threatening behavior, including but not limited to gestures, written, verbal, or physical acts, or electronic communications
43. Truancy
44. Use, possession, distribution or selling tobacco or tobacco related products in any form, including but not limited to cigarettes, cigars, loose tobacco, rolling papers, chewing tobacco, snuff, matches, lighters, e-cigarettes, personal vaporizers, electronic nicotine delivery systems, and any cartridge, container or product designed to be used in conjunction with these delivery systems, regardless of the nicotine content of the product.
45. Use or possession of missing or stolen property if property is reasonably suspected to have been taken from a student, a school employee, or the school
46. Using racial, religious, ethnic, sexual, gender or disability-related epithets
47. Vandalism
48. Violation of board of education policies, rules or regulations or violation of school rules and regulations including, but not limited to, disrespect, lingering in restrooms, running in halls, bringing unauthorized items to school, inappropriate or unauthorized use of cellular phones or other electronic media, name calling, destroying or defacing school property
49. Vulgarity
50. Willful damage to school property
51. Willful disobedience of a directive of any school official

In addition, conduct occurring outside of the normal school day or off school property that has a direct and immediate negative effect on the discipline or educational process or effectiveness of the school, will also result in disciplinary action, which may include in-school placement options or out-of-school suspension. This includes but is not limited to electronic communication, 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.

School Safety and Bullying Prevention Act (Okla. Stat. tit. 70, § 24-100.2)

The Oklahoma Legislature established the *School Safety and Bullying Prevention Act* with the express intent of prohibiting bullying in all schools. In addition to the prohibition listed in the student discipline code, above, the board has adopted a separate policy prohibiting bullying and outlining the district's plan to address it.

Sample Disciplinary Options

- **Instructor or Administrator Intervention**

  May include, but is not limited to: warning conference with student, parent conference, referral to counselor, behavioral contract, restriction of privileges, requirement of corrective action by student, changing student's seat or class assignment, involvement of local authorities or agencies, or other appropriate action as required or indicated by the circumstances.

- **Detention or In-School Intervention**

  Detention is a correctional measure used when it is deemed appropriate. Students are to report to the appropriate teacher/principal at the specified time with class work to be studied. Detention may be assigned on a week-day or on a Saturday, as deemed appropriate.

- **Alternative In-School Placement**

  Alternative in-school placement is an optional correctional measure that may be used by the school when deemed appropriate. It involves assignment to a school site, designated by the school, for a prescribed course of education as determined by school representatives. Any such placement will be made in accordance with applicable special education procedural safeguards.

- **Alternative Out-of-School Placement**

  Alternative out-of-school placement is an optional correctional measure specifically authorized in cases when a student has made electronic communications intended to terrify, intimidate, harass, or threaten injury or harm to faculty or students. Any such placement will be made in accordance with applicable special education procedural safeguards.

- **School Service**

  School service may be required of students when an administrator believes that it would allow the student to understand the logical consequences of his/her conduct. Examples include, but are not limited to cleaning after vandalism or littering, helping a teacher after disrupting a class, etc. School service will not be utilized to augment the district's workforce, in ways which are likely to endanger a student, or in a manner which is designed to unduly embarrass a student.

- **Out of School Student Suspension**

  Students may be suspended out of school pursuant to the district's policy regarding student suspension.

5.27 Student Extra Curricular Activity Drug Testing

The Owasso School Board of Education, in an effort to protect the health and safety of its students from the use of illegal or performance-enhancing drugs, thereby setting a positive example for all students of the Owasso School District, adopts the following "Student Extra Curricular Activity Drug Testing Policy". The Purpose of drug testing students in the Owasso Public Schools is to: a) keep students from using drugs; b) assist in referring to treatment those students who may be drug dependent.

Statement of Purpose and Intent

1. It is the desire of the board of education, administration, and staff that every student in the Owasso School District refrains from using or possessing illegal or performance enhancing drugs. Notwithstanding this desire, the administration and board of education realize that their power to restrict the possession or use of illegal or performance enhancing drugs is limited. Therefore, the sanctions of this Policy relate solely to limiting the opportunity of any student determined to be in violation of this Policy to participate in extracurricular activities. This policy is intended to supplement and complement all other policies, rules and regulations of the Owasso School District regarding possession or use of tobacco, alcohol, and other illegal drugs.
2. Participation in school sponsored extra-curricular activities at the Owasso School District is a privilege. Students who participate in these activities are respected by the student body and are expected to hold themselves as good examples of conduct, sportsmanship and training. Accordingly, students in extra-curricular activities carry a responsibility to themselves, their fellow students, their parents and their school to set the highest possible examples of conduct, which includes avoiding the use or possession of illegal or performance enhancing drugs.
3. The purpose of this Policy is to:
    a. Prevent the use of illegal or performance enhancing drugs.
    b. Educate students as to the serious physical, mental and emotional harm caused by the use of illegal or performance enhancing drugs.
    c. Alert students with possible substance abuse problems to the potential harms of use, to prevent injury, illness and harm as a result of the use of illegal or performance enhancing drugs.
    d. Strive within the Owasso School District for an environment free of the use of illegal or performance enhancing drugs.

This Policy is not intended to be disciplinary or punitive in nature. The sanctions of the Policy relate solely to limiting the opportunity of any student found to be in violation of this Policy to participate in extra-curricular activities. There will be no academic sanction for violation of this Policy.

Definitions

1. "Extracurricular" means any School District sponsored team, club, organization, or activity in which student participation is not required as part of the school district curriculum.
2. "Student" means a 7th through 12th grade member of any Owasso School District sponsored competitive organization that falls under Oklahoma Secondary Schools Association regulations for participation in competitive activities.
3. "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 Dangerous Substances Act, all prescription drugs obtained without authorization, all prescribed and over-the-counter drugs being used for an abusive purpose, and paraphernalia to use such drugs.
4. "Coach/Sponsor/Director/Instructor" means any person employed by the school district to coach athletic teams of the school district, to act as a sponsor or coach of a cheerleader or dance team of the school district, show choirs, direct and/or instruct "The Pride" marching band and color guard.
5. "Alcohol" means ethyl alcohol or ethanol and any alcoholic beverage.
6. "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.
7. "Drug Use Test" means a scientifically substantiated method to test for the presence of illegal or performance-enhancing drugs or the metabolites thereof in a person's urine.
8. "Random Selection Basis" means a mechanism for selecting students for drug use testing that:
    a. Results in an equal probability that any student from a group of students' subject to the selection mechanism will be selected.
    b. Does not give the School District discretion to waive the selection of any student selected under the mechanism.
9. "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.
10. "Reasonable Suspicion" means a suspicion based on specific personal observations concerning the appearance, speech or behavior of a student, and reasonable inferences drawn from those observations in the light of experience. In the context of performance-enhancing drugs, reasonable suspicion specifically includes unusual increases in size, strength, weight or other athletic abilities.
11. "Student Substance Abuse Education Program" A substance abuse education program provided by Owasso Public Schools Health Services Department, includes 3, one hour group therapy sessions facilitated by or under the supervision of a licensed substance abuse counselor.

Participation and Procedures

1. Illegal drug use is incompatible with participation in extra-curricular activities on behalf of the Owasso School District. For the safety, health and well-being of students of the Owasso School District, the Owasso School District has adopted this Policy for use by all participating students at the 7th grade through 12th grade level. Any student found having used illegal drugs by drug use test would be considered to have violated this Policy.
2. Each student shall be provided with a copy of the "Student Drug Testing Policy". The "Student Contract and Consent for Drug Use Testing" shall be read, signed and dated by the student and parent or custodial guardian before such student shall be eligible to practice or participate in any extra-curricular activities. No student shall be allowed to practice or participate in any extra-curricular activities unless the student has returned the properly signed "Student Contract and Consent for Drug Use Testing".
3. The head coach/sponsor/director/instructor of each team or group shall provide all prospective student participants drug/alcohol information prior to the first practice in such sport/activity.
4. The consent for drug use testing shall be to provide a urine sample:
    a. as part of mass screening
    b. as chosen by the random selection basis
    c. at any time requested based on reasonable suspicion to be tested for illegal or performance-enhancing drugs.
5. Drug use testing for students will also be chosen on a random selection basis a minimum of one time per month. A drug screening company will determine all student names to be drawn at random to provide a urine sample for drug use testing for illegal or performance-enhancing drugs.
6. Any student may be required to submit to a drug use test for illegal or performance-enhancing drugs or the metabolites thereof at any time upon reasonable suspicion by the athletic director, principal, school nurse, athletic trainer, or coach/sponsor of the student.
7. The Owasso School District may set an activity fee to be collected from each student. (The fee should not eliminate participation in that activity).
8. Any drug use test required by the Owasso School District under the terms of the Policy will be administered by or at the direction of a professional laboratory chosen by the Owasso School District using scientifically validated toxicological methods. The professional laboratory shall be required to have detailed written specifications to assure chain of custody of the specimens, proper laboratory control and scientific testing.
9. 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 students 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. An adult monitor will accompany the student to a restroom or other private facility behind an unlocked or open stall. The

monitor may not observe the student while the specimen is being produced and the monitor shall be present outside the stall to listen for 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 student is tampering with the specimen, the monitor may stop the procedure and inform a site administrator who will then determine if a new sample should be obtained. If a student is determined to have tampered with any specimen, provides any assistance by providing a sample to another student or otherwise engaged in any conduct that disrupts the testing process of any student, then the student will be deemed to have committed a "second" offense under this policy and the sanctions for a second offense will be imposed. The student will report any medications he/she has taken in the preceding thirty (30) days. The medication list will be documented on the collection form and confirmed through infosnap or the parent/guardian.

10. If the initial drug use test is positive, the initial 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 the gas chromatography/mass spectrometry procedure is positive for the presence of an illegal drug or the metabolites thereof. The laboratory shall preserve the unused portion of a specimen that tested positive for a period of 1 year.

11. If the drug test for any student has a positive result, the laboratory will contact the referring administrator and/or drug testing coordinator with the results. The administrator will contact the student, coach/athletic trainer/sponsor, principal, school nurse, and the parent or custodial guardian of the student and schedule a conference. At the conference, the administrator will solicit any explanation of the positive result and ask for doctor prescriptions of any drugs that the student was taking that might have affected the outcome of the drug use test. If the student and his/her parent or custodial guardian desires another test of the remaining portion of the specimen, the administrator will arrange another test at the same laboratory or at another laboratory with the same ranges. Any such re-test shall be at the expense of the student and his/her parent or custodial guardian.

12. A student who has been determined to be in violation of this Policy shall have the right to appeal the decision to the superintendent or his/her designee(s). Such appeal must be lodged within five (5) business days of notice of the initial report of the offense as stated in this Policy, during which time the student will remain ineligible to participate in any extra-curricular activities. The Superintendent or his/her designee(s) shall then determine whether the original finding was justified. There is no further appeal right from the superintendent's or designee's decision 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 unable to be appealed.

13. Before a student, who has tested positive in a drug use test, may rejoin his/her extra-curricular activity after a first or second offense, such student may be required to undergo one or more additional drug use tests to determine whether the student is no longer using illegal or performance-enhancing drugs. The Owasso School District will rely on the opinion of the laboratory, which performed or analyzed the additional drug

use test in determining whether a positive result in the additional drug use test was produced by illegal or performance-enhancing drugs used by the student before the offense or by more recent use.

Refusal to Submit to Drug Use Test

1. If a participating student refuses to submit to a drug use test authorized under this Policy, such student shall not be eligible to participate in extra-curricular activities including all meeting, practice, performances, and competition for eighteen (18) continuous and successive school weeks or the remainder of his/her Owasso school career, depending on the number of the offense. Such suspension will extend into a succeeding school year if necessary to fulfill the suspension. Upon refusal, the monitor will discontinue the collection process, record that no specimen was provided and notify the site administrator.
2. If a student is unable to void at the time of the drug test they will be encouraged to drink fluids and must produce a specimen no longer than one hour later. If it is determined that the student is experiencing a “Shy Bladder” occurrence an additional half hour will be granted. The monitor will continue “Shy Bladder” interventions. The monitor will explain to the student that they have an additional half hour or 30 minutes to produce a specimen. They will be encouraged to drink fluids, while remaining at the collection site. If the student refuses to remain at the collection site until he/she has provided an adequate specimen or until the one (1.5) hour time frame has elapsed, it is a “refusal to test”. The monitor will discontinue the collection process and record that no specimen was provided. If the student does not produce a specimen in the specified amount of time he/she shall not be eligible to participate in extra-curricular activities including all meetings, practices, performances, and competitions for eighteen (18) continuous and successive school weeks or for the remainder of his/her school career, depending on the number of the offense. Such suspension will extend into a succeeding school year if necessary to fulfill the suspension.

Violation

1. Any student who is determined by a drug test to have violated this Policy shall be subject to the loss of their privilege to participate in extra-curricular activities.
2. For the first offense: the student will immediately be required to miss a minimum of two (2) consecutive games, contests, or events (scrimmages as well as regular competitions). In addition, the student will be suspended from participation in all scheduled extra-curricular activities except meetings (including all practices, performances and games/competitions) for 15 days with the student participating in three (3), one-hour sessions of the Substance Abuse Education Program. However, the student may return to practice if a Doctor’s note is obtained saying the student is safe to practice. The Physician will be given the results of the test. The suspension will start the first day following the parent conference or if not in season the first day of practice. Such suspension will extend into a succeeding competition season if necessary to fulfill the suspension. During the class period, for these 15 days the student will report to an area designated by the principal and/or program director/sponsor/instructor. A reinstatement meeting shall be held with the student, parent(s)/guardian, the activity sponsor/coach and the principal/athletic director/fine arts director or designee.

3. For the second offense: complete suspension from participation in all extra- curricular activities including all meetings, practices, performances, and competition for eighteen (18) continuous and successive school weeks from the present date of the conference reporting the results of the positive drug use test. Such suspension will extend into a succeeding school year if necessary to fulfill the suspension.
4. For the third offense: participation in all extra-curricular activities including meetings, practices, performances, and competitions will be suspended for the remainder of time the student is enrolled in and attending the Owasso School District.
5. Self-Referral: As an option to the consequences for a first-offense, a student may self-refer to the Principal, Athletic Director, School Nurse, or Coach/Athletic Trainer/Sponsor before being notified of an observed Policy violation or requested to submit to a drug use test. A student who self-refers will be allowed to remain active in all extra-curricular activities after the following conditions have been fulfilled:
    a. A conference has been held with the student, school site administrator, school Nurse, coach/athletic trainer/sponsor and the parent or custodial guardian of the student to discuss the Policy violation;
    b. A drug use test is provided that is not positive.
    c. Participation commitment by student in three (3), one-hour substance abuse education program.
6. A student that self-refers will, however, be considered to have committed his/her first offense under this Policy. A self-referral may be used only once in a student's time in Owasso School District.

5.28 Student Records - FERPA

Purpose

This policy and the procedures included within it are intended to satisfy the requirements of the Family Educational Rights and Privacy Act (FERPA) and Oklahoma law. The board of education authorizes the superintendent to inform parents, students and the public of the policy and to take appropriate action to implement the policy and procedures.

Definitions

For purposes of this policy, the following definitions apply:

1. Student - Any individual who attends or has attended a program of instruction sponsored by the board of education of the district and for whom it maintains education records.
2. Eligible student - A student who has reached age 18 or is attending a postsecondary school.
3. Parent – A parent of a student, including a natural parent, a guardian or an individual acting as a parent in the absence of a parent or guardian. The district will assume that either parent has a right of access to records regardless of custody orders unless the district has been provided with evidence that the right of access has been revoked. Documents such as a court order or other legally binding document relating to such matters as divorce, separation or custody that specifically revoke the right to inspect and review records must be provided to the district to prevent parent access to student records.
4. Education records - Any record (in handwriting, print, computer media, video or audio tape, film, microfilm, microfiche or other method of recording information) directly related to a student and maintained by the district or a party acting for the district, except:
    A. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record.
    B. Records of a law enforcement unit of the district, but only if education records maintained by the district are not disclosed to the unit, and the law enforcement records are maintained separately from education records; maintained solely for law enforcement purposes; and disclosed only to law enforcement officials of the same jurisdiction.
    C. An employment record made and maintained in the normal course of business that is not available for use for any other purpose and that relates exclusively to a student in his or her capacity as a district employee. (This provision does not include employment activities for which a student receives a grade or credit in a course.)
    D. Records on an eligible student that are:
        i. Made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in a professional capacity or assisting in a paraprofessional capacity;

ii. Made, maintained or used only in connection with treatment of the student (treatment does not include remedial educational activities or activities that are part of the program of school instruction); and

iii. Disclosed only to individuals providing the treatment.

E. Alumni records that relate to the student after he or she no longer attends classes provided by the district that are not directly related to the individual as a student.

F. Grades on peer-graded papers before they are collected and recorded by a teacher.

5. Personally identifiable information – The term includes, but is not limited to any information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances to identify the student with reasonable certainty. The term also includes information requested by a person who the district reasonably believes knows the identity of the student to whom the education records relates. Personally identifiable information includes the student's name; the student's parents' or other family member's name; the student's or family's address; a personal identifier such as the student's social security number, student number or biometric record; and other indirect identifiers such as the student's date of birth, place of birth and mother's maiden name.

6. Dates of attendance -

A. The period of time during which a student attends or attended an educational agency or institution. Examples of dates of attendance include an academic year, a spring semester or a first quarter.

B. The term does not include specific daily records of a student's attendance at an educational agency or institution.

7. Directory information - Information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Student identification numbers, if displayed on school ID badges, are also considered directory information *unless* the use of a password or PIN is required to authenticate the use of the ID number.

8. Authorized representative – An individual directly employed by a local or state educational agency, an entity designated by the local or state educational agency, or an individual employed by such entity engaging in audits, evaluations or any other compliance or enforcement activity.

9. Early childhood education program – Head Start or Early Head Start programs, state licensed or regulated childcare programs, and other similarly situated programs.

10. Education program – Elementary, secondary, postsecondary, career and technical institutes and schools or any program that is principally engaged in the provision of education.

Annual Notice

The district will notify parents and eligible students annually of their rights under FERPA by means of a district newsletter, newspaper notice, school handbook or individual notice. The notice will inform parents and eligible students that they have the right to:

1. Inspect and review the student's education records. The notice will also identify the procedure for exercising this right.

2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights. The notice will also identify the procedure for requesting amendment.

3. Consent to disclosures of personally identifiable information contained in the student' education records, except to the extent that FERPA and its implementing regulations authorize disclosure without consent. The district will also include in the notice its policy for disclosing education records to schools in which the student subsequently seeks or intends to enroll, its criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

4. File a complaint with the U.S. Department of Education concerning the district's alleged failure to comply with FERPA.

The district will arrange to provide translations of its annual notice to non-English speaking parents in their native language and to effectively notify parents or eligible students who are disabled.

All rights and protections given parents under FERPA and this policy transfer to the student when he or she reaches age 18 or enrolls in a postsecondary school. The student then becomes an "eligible student."

The Right to Inspect and Review the Student's Education Records

Parents of students and eligible students may inspect and review the student's education records upon request. In some circumstances, it may be mutually more convenient for the record custodian to provide copies of records. The parent or eligible student may also provide consent to have a representative inspect and review the records. Access will be provided during school hours and within no more than 45 days of the request.

Access to a child's confidential records will be provided upon request before any IEP meeting or hearing relating to the identification, evaluation or educational placement of a child or the provision of a free and appropriate education to the child and in all cases within no more than 45 days of a request.

The district will not withhold a parent's or eligible student's right to inspect and review student records because of debts owed the district.

The right to inspect education records also includes the right to an explanation and interpretation of the records by school officials.

Parents or eligible students should submit to the student's school principal a written request that identifies as precisely as possible the records he or she wishes to inspect. Since a student's records may be maintained in several locations, the school principals should offer to collect copies of records or the records themselves from locations other than a student's school, so

they may be inspected at one site. However, if parents and eligible students wish to inspect records where they are maintained, school principals will make every effort to accommodate their wishes. The principal (or other custodian) will make the needed arrangements as promptly as possible and notify the parent or eligible student of the time and place where the records may be inspected.

When a record contains information about students other than a parent's child or the eligible student, the parent or eligible student may not inspect and review the records of the other students.

The district is not required to give an eligible student access to treatment records (as defined by the term "education records" in the Definitions section of this policy), but the student may have those records reviewed by a physician or other appropriate professional of the student's choice.

Copies of Records

The district will provide the parent with a copy of the student's education records under the following circumstances:

1. If mutually agreed by both the parent or eligible student and the district.
2. If failure to provide copies would effectively prevent the parent or eligible student from exercising the right to inspect and review the records. This may arise when a valid reason, such as working hours, the distance between record location sites or health, prevents a parent or eligible student from personally inspecting and reviewing a student's education record.
3. At the request of the parent or eligible student when the district has provided the records to third parties by the prior consent of the parent or eligible student.
4. At the request of the parent or eligible student when the district has forwarded the records to another school where the student seeks or intends to enroll.

The district will charge a fee for copies of education records. When a fee represents an unusual hardship, the record custodian may waive it in part or entirely. However, the district reserves the right to make a charge for copies such as transcripts it forwards to potential employers or to colleges and universities for employment or admissions purposes.

The district's fee for copies provided under FERPA will range from no cost to .25 per page (actual copying cost less hardship factor). The district will not charge for the costs of search and retrieval.

Types and Locations of Education Records in the District

TYPES	LOCATION	CUSTODIAN
Cumulative School Records (current students)	Individual buildings	Counselor/principal
Cumulative School Records	Owasso High School	Counselor/registrar

(former Students)		
Health Records	Individual buildings	Counselor/principal
Speech Therapy Records Psychological Records Special Test Records	Individual buildings Special services office	Counselor/principal
School Transportation Records	Transportation office Special services office	Transportation director Special services director

Directory Information

FERPA requires that the Owasso School District, with certain exceptions, obtain a parent's or eligible student's written consent prior to the disclosure of personally identifiable information from a child's education records. However, the Owasso School District may disclose "directory information" without written consent unless the parent or eligible student has advised the Owasso School District in writing that he/she does not want all or part of the directory information as specified below. The primary purpose of directory information is to allow the Owasso School District to include the following information from education records in certain Owasso School District publications or disclose it to certain parties. Examples include:

1. A playbill, showing a student's role in a drama production;
2. The annual yearbook;
3. Honor roll or other recognition lists;
4. Graduation programs; and
5. Sports activity sheets, such as for wrestling, showing weight and height of team members.

Federal law requires the Owasso School District to provide military recruiters, upon request, with three directory information categories-names, addresses and telephone listings-unless parents or eligible students have advised the District in writing that they do not want their student's information disclosed without prior written consent. Directory information will not be released to outside organizations for commercial or non-commercial purposes.

The Owasso School District has designated the following information as directory information:

1. Student's name
2. Photograph
3. Grade level (i.e., first grade, tenth grade, etc.)
4. Degrees, honors, and awards received
5. Participation in officially recognized activities and sports
6. Weight and height of members of athletic teams

If there are certain items the Owasso School District has chosen to designate as directory information that parents'/learning coaches do not want disclosed from their student's education records, without their prior written consent, parents'/learning coaches are encouraged to mail identifying the information they do not want disclosed, the student's name, and the name of the school site in which the student is enrolled to:

Director of Communications
1501 North Ash
Owasso, Oklahoma 74055
918-272-5367

The mail must be sent within 30 days of the first day the student attends school. Notice of these rights is available, upon request, on audiotape, in Braille, and in languages other than English.

Use and Disclosure of Student Education Records

District officials may release information from a student's education record if the student's parent or the eligible student gives his or her signed and dated prior written consent for the disclosure. The written consent must:

1. Specify the records that may be disclosed;
2. State the purpose of the disclosure; and
3. Identify the party or class of parties to whom the disclosure may be made.

The district will only release information from or permit access to a student's education record with a parent or eligible student's prior written consent, except in the following instances permitted by FERPA:

1. The disclosure is to other school officials, including teachers, within the district whom the district has determined to have legitimate educational interests.

   A school official is a person employed by the district as an administrator, supervisor, instructor, or support staff member, including health or medical staff and law enforcement unit personnel; a person serving on the board; a person or company with whom the district has contracted to perform a special task, such as an attorney, auditor, medical consultant or therapist; or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

   A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. The district will use reasonable methods to ensure that school officials obtain access to only those education records in which they have legitimate educational interests. The district will ensure that its policy for controlling access to education records is effective and remains in compliance with the legitimate educational interest requirement of the FERPA regulations.

A contractor, consultant, volunteer or other party to whom the district has outsourced institutional services or functions may be considered a school official provided that the outside party performs an institutional service or function for which the district would otherwise use employees; is under the district's direct control concerning the use and maintenance of education records; and is subject to the requirements of FERPA regulations governing the use and disclosure of personally identifiable information from education records.

2. The disclosure is to officials of another school, school system or institution of post-secondary education where the student seeks or intends to enroll or where the student is already enrolled so long as the disclosure is related to the student's enrollment or transfer. (Parents and students have a right to obtain copies of the records disclosed under this provision).
3. The disclosure is to authorize representatives of the Comptroller General of the United States, the U.S. Secretary of Education, or state and local educational authorities. Military services representatives shall have access to student directory information unless the parent, legal guardian or the student age 18 or older specifically denies such access in writing. Military services representatives have the same access to secondary school students as is generally provided to post-secondary institutions or prospective employers unless denied in writing by the parent, legal guardian or student age 18 or older.
4. The disclosure is in connection with financial aid for which the student has applied or that the student has received, if necessary to determine eligibility for the aid, the amount of the aid, the conditions for the aid, or to enforce the terms and conditions of the aid.
5. The disclosure is to organizations conducting studies for or on behalf of the district to develop, validate or administer predictive tests, administer student aid programs or improve instruction in compliance with Section 99.31(a)(6) of the FERPA regulations.
6. The disclosure is to accrediting institutions to carry out their accrediting functions.
7. The disclosure is to parents of eligible students if the parents claim the student as a dependent as defined in Section 152 of the Internal Revenue Code of 1986.
8. The disclosure is to comply with a judicial order or lawfully issued subpoena. The district will make a reasonable effort to notify the student's parents or the eligible student before making a disclosure under this provision unless:

    A. the disclosure is in compliance with a federal grand jury subpoena and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed;

    B. the disclosure is in compliance with any other subpoena issued for a law enforcement purpose and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed;

    C. the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning the investigation or prosecution of an offense listed in the Patriot Act or an act of domestic or international terrorism as defined by law;

D. the district initiates legal action against a parent or student, the district may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the district to proceed with the legal action as plaintiff; or

E. the parent or eligible student initiates legal action against the district, the district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the district to defend itself.

9. The disclosure is to appropriate parties in connection with a health or safety emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. In making this determination the district may take into account the totality of the circumstances pertaining to a threat to the health or safety of a student or other individuals. If the district determines that there is an articulable and significant threat, it may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals.

10. The disclosure contains only "directory information" as defined in this policy, and the parent or eligible student has not refused to allow the district to designate that item as directory information for the student.

11. The disclosure is made directly to the parent or eligible student.

12. If a state law adopted before November 19, 1974, allows certain specific items of information to be disclosed in personally identifiable form from student records to state and local officials or authorities concerning the juvenile justice system and the system's ability to effectively serve the student whose records are released or if a state law adopted after November 19, 1974, allows such information to be disclosed to state or local officials concerning the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose

Prior to the release of education records without a parent or eligible student's advance written consent, the district will require an authorized representative of the entity receiving the records to complete a written agreement. The agreement will state, at a minimum:

- the identity of the authorized representative
- the specific personally identifiable information that is to be disclosed
- a clear description of the activity and purpose for the disclosure
- the authorized representative will not re-disclose the personally identifiable information
- the authorized representative will destroy the personally identifiable information within the time set forth in the agreement

The district will use reasonable methods to identify and authenticate the identity of parents, students, school officials and any other parties to whom the district discloses personally identifiable information from education records.

Upon request, the student's parent or eligible student may obtain a copy of any records disclosed under this provision.

Record of Requests for Access and Disclosures Made from Education Records

The district will maintain an accurate record of each request for access to and each disclosure of personally identifiable information from the education records of each student. The district will maintain this record with the student's education records as long as the records are maintained.

For each request or disclosure, the record will include:

1. The name of the party who requested or received personally identifiable information from the education records; and
2. The party's legitimate interests in requesting or obtaining the information.

The district will record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception in FERPA:

1. The articulable and significant threat to the health or safety of a student or other individuals that formed the basis for the disclosure; and
2. The parties to whom the district disclosed the information.

As permitted by FERPA, the district may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student. The district will inform a party to whom such disclosure is made of this nondisclosure requirement.

In the alternative, the district may disclose personally identifiable information with the understanding that the party receiving the information may make further disclosure of the information on the district's behalf if:

1. The disclosures meet the requirements of the Use and Disclosure of Student Education Records section of this policy (§99.31);
2. The district makes a record of the disclosure that includes the names of the additional parties to whom the receiving party may disclose the information on the district's behalf and the legitimate interests each additional party has in requesting or obtaining the information (§99.32(b)); and
3. The district maintains a record of the names of state and local educational authorities and federal officials and agencies that may make further disclosures of personally identifiable information from the student's education records without prior written consent and maintains this record with the student's education records as long as the records are maintained (§99.32(b)(2).

Procedures to Seek to Correct Education Records

Parents and eligible students have a right to seek to change any part of the student's record they believe is inaccurate, misleading or in violation of student rights. The district will not use this procedure to consider a request to change the grade a teacher assigns for a course.

For purposes of outlining the procedure to seek to correct education records, the term "incorrect" will be used to describe a record that is alleged to be inaccurate, misleading or in violation of student rights. The term "correct" will be used to describe a record that is alleged to be accurate, not misleading and not in violation of student rights. Also, in this section, the term "requester" will be used to describe the parent of a student or the eligible student who is asking the district to correct a record.

To establish an orderly process to review and correct an education record for a requester, the district may make a decision to comply with the request for a change at several levels in the procedure.

First level decision - When a parent of a student or eligible student finds an item in the student's education record that he or she believes is incorrect, he or she should immediately ask the record custodian to correct it. If the record is incorrect because of an obvious error and it is a simple matter to make the record change at this level, the record custodian will make the correction. However, if the record is changed at this level, the method and result must satisfy the requester.

If the custodian cannot change the record to the requester's satisfaction or the record does not appear to be obviously incorrect, the custodian will provide the requester a copy of the questioned record at no cost; ask the requester to initiate a written request for the change; and follow the procedure for a second level decision.

Second level decision - The written request to correct a student's education record through the procedure at this level should specify the correction the requester wishes the district to make. It should at least identify the item the requester believes is incorrect and state whether he or she believes the item: is inaccurate and why; is misleading and why; or violates student rights and why. The requester must sign and date the request.

Within two weeks after the record custodian receives a written request, he or she will: study the request, discuss it with other school officials (such as the person who made the record or those who may have a professional concern about the district's response to the request), make a decision to comply or decline to comply with the request and complete the appropriate steps to notify the requester or move the request to the next level for a decision.

If, as a result of this review and discussion, the record custodian decides the record should be corrected, he or she will affect the change and notify the requester in writing that he or she has made the change. Each such notice will include an invitation for the requester to inspect and review the student's education record to make certain the record is in order and the correction is satisfactory.

If the custodian decides the record is correct, he or she will make a written summary of any discussions with other officials and of his or her findings in the matter. He or she will transmit this summary and a copy of the written request to the superintendent.

Third level decision - The superintendent or designee will review the material provided by the record custodian and, if necessary, discuss the matter with other officials (such as the school attorney or the board of education (in executive session)). He or she will then make a decision concerning the request and complete the steps at this decision level. Ordinarily, this level of the procedure should be completed within two weeks. If it will take longer, the superintendent or designee will notify the requester in writing of the reasons for the delay and a date when the decision will be made.

If the superintendent or designee decides the record is incorrect and should be changed, he or she will advise the record custodian to make the changes. The record custodian will advise the requester of the change as he or she would if the change had been made at the second level.

If the superintendent or designee decides the record is correct, he or she will prepare a letter to the requester which will include:

1. The district's decision that the record is correct and the basis for the decision;
2. A notice to the requester that he or she has a right to ask for a hearing to present evidence that the record is incorrect and that the district will grant such a hearing;
3. Instructions for the requester to contact the superintendent or designee to discuss acceptable hearing officers, convenient times and a satisfactory site for the hearing. (The district will not be bound by the requester's positions on these items, but will, so far as possible, arrange the hearing as the requester wishes.); and
4. Advise that the requester may be represented or assisted in the hearing by other parties, including an attorney at the requester's expense.

Fourth level decision - After the requester has submitted (orally or in writing) his or her wishes concerning the hearing officer and the time and place for the hearing, the superintendent or designee will, within a week, notify the requester when and where the district will hold the hearing and who it has designated as the hearing officer.

At the hearing, the hearing officer will provide the requester a full and reasonable opportunity to present material evidence and testimony to demonstrate that the questioned part of the student's education record is incorrect, as shown in the requester's written request for a change in the record (second level).

Within one week after the hearing, the hearing officer will submit to the superintendent or designee a written summary of the evidence submitted at the hearing. Along with the summary, the hearing officer will submit his or her recommendation, based solely on the evidence presented at the hearing, that the record should be changed or remain unchanged.

The superintendent or designee will prepare the district's decision within two weeks of the hearing. That decision will be based on the summary of the evidence presented at the hearing

and the hearing officer's recommendation. However, the district's decision will be based solely on the evidence presented at the hearing. Therefore, the superintendent or designee may overrule the hearing officer if he or she believes the hearing officer's recommendation is not consistent with the evidence presented. As a result of the district's decision, the superintendent or designee will take one of the following actions:

1. If the decision is that the district will change the record, the superintendent or designee will instruct the record custodian to correct the record. The record custodian will correct the record and notify the requester as at the second level decision.
2. If the decision is that the district will not change the record, the superintendent or designee will prepare a written notice to the requester, which will include:
   A. The district's decision that the record is correct and will not be changed;
   B. A copy of a summary of the evidence presented at the hearing and a written statement of the reasons for the district's decision; and
   C. A notice that the requester may place in the student's education record an explanatory statement that states the reasons he or she disagrees with the district's decision and/or the reasons he or she believes the record is incorrect.

Final administrative step in the procedure - When the district receives an explanatory statement from a requester after a hearing, it will maintain that statement as part of the student's education record as long as it maintains the questioned part of the record. The statement will be attached to the questioned part of the record, and whenever the questioned part of the record is disclosed, the explanatory statement will also be disclosed.

Complaints

If a parent of a student, an eligible student or a citizen of the district believes that the district is violating FERPA, that person has a right to file a complaint with the Department of Education. The contact information is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-5091
Telephone: (202) 260-3887

Availability of Policy

Copies of this policy will be available for parent and eligible student review in the superintendent's office or, upon request, via electronic mail, regular mail, or facsimile.

5.29 Student Search and Seizure

The school principal or his/her designee is authorized to detain and search any student and any property in the student's possession while on school premises, at school activities, or in transit under authority of the school, for any item possession of which by the student is illegal or prohibited by school rules, or for property believed to have been stolen from another student, an employee, or the school. The search shall be conducted according to the following guidelines:

1. **Reasonableness**
   a. The decision to search must be based upon a reasonable suspicion that
      1) a violation of the law or school rules has occurred or is occurring;
      2) the student to be searched has committed the violation; and
      3) particular evidence of the violation will be discovered in the search.
   b. In deciding whether a suspicion is reasonable, all the circumstances surrounding the case should be considered, including:
      1) the student's age, history, and record in school;
      2) the prevalence and seriousness of the suspected violation;
      3) the school officials' prior experience in detecting the problem or recognizing suspicious behavior;
      4) the need to make a search without delay and further investigation;
      5) the specificity and source of the information used as justification for the search; and
      6) the particular teacher or school official's experience with the student.
2. **Scope**
   a. The scope or extent of the search shall be reasonably related to the kind of objects being searched for, and not excessively intrusive in light of the student's age and sex and the nature of the suspected violation.
   b. A search commenced to discover a particular kind of item may be expanded or continued for additional items if circumstances warrant.
3. **Discovered items**
   a. Illegal items or other possessions or substances reasonably determined to be a threat to the safety or security of others may be seized by school authorities. These items will immediately be turned over to law enforcement officials for disposition as they see fit.
   b. Items which are used to disrupt or interfere with the educational process may be temporarily removed from student possession.
4. **Refusal to submit to search**

A student who refuses to peaceably submit to a search based on reasonable suspicion or who refuses to turn over items discovered as a result of a search may be suspended for such refusals.

5. **Reports**

   The person conducting the search shall prepare a report to be maintained by the principal including the date, time, place, names of witnesses, purpose, basis, and result of the search.

6. **Vehicle Search**

   Students who drive a vehicle on to school property do so as a privilege afforded them by the School District and not as a right. Accordingly, any student who drives a vehicle of any kind to school and parks such vehicle on school property is deemed to authorize a search of such vehicle by the school principal or his/her designee at any time and for any reason deemed appropriate by the school principal or the superintendent of schools. Any student who refuses to peaceably submit his vehicle to a search when requested to do so may be suspended for such refusal and may thereafter be denied the right to drive his vehicle on to school property.

5.30 Transportation

The Owasso School District recognizes that in Oklahoma, student transportation is a service that may be provided for its students by the School District. The School District wishes to assure its citizens that any transportation services provided by the District are to accomplish three goals:

1. To ensure that children of our School District school are transported in the safest manner possibly;
2. To ensure that the transportation services provided are cost effective to our District's taxpayers; and
3. To ensure that all transportation services are rendered in an equitable manner.

The School District will accomplish these goals through strict enforcement of its school transportation policies.

Drivers of all school transportation equipment will abide by state laws, rules and regulations and shall make appropriate reports as required.

Amended July 2020
Adopted April 2019

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5.31 Personal Electronic Devices

For the 2025-2026 school year, it is the policy of the Board of Education that a student may possess a personal electronic device while on school premises, or while in transit under the authority of the school, or while attending any function sponsored or authorized by the school upon consent of both the student, parent or guardian, and the superintendent or the superintendent's designee. Students may be issued a device by the school district such as a laptop, tablet or other electronic device. School-issued devices or school-approved devices are exempt from the requirements of this policy and shall be utilized only for educational purposes by students.

Students are prohibited from utilizing cell phones and personal electronic devices while on the campus of a public school district from bell to bell. Exceptions may be made as follows:

1. Emergency use of cell phones or personal electronic devices by students during the school day. Emergency use includes situations where immediate communication is needed for safety. This includes, but is not limited to:
    a. Medical Emergencies – Calling 911 or a parent if a student or someone nearby is having a severe health crisis (e.g., asthma attack, allergic reaction, seizure).; or
    b. Natural Disasters or Lockdowns – Communicating with law enforcement or family during events like tornados, fires, lockdowns, or other emergencies affecting the school.
2. Use of cell phones or personal electronic devices by students who use them to monitor health issues. This includes, but is not limited to, glucose monitoring which may occur multiple times during the school day; or
3. Students with special needs may use cell phones or personal electronic devices during class time or during the school day if their IEP, Medical Plan, or 504 Plan explicitly requires it as assistive technology for medically or educationally necessary purposes. To qualify for this exception, the use must be listed as a documented accommodation necessary for instruction or communication within the student's IEP, Medical Plan, or 504 Plan.

"Bell to bell" means the time between the first bell ringing at the start of the school day to begin instructional time until the dismissal bell at the end of the school day to end instructional time.

"Personal electronic device" means a personal device capable of connecting to a smart phone, the Internet, or a cellular or Wi-Fi network, or directly connecting to another similar device. Personal electronic devices include, but are not limited to, smart watches, smart headphones, laptops, tablets, and smart glasses. Personal electronic devices shall not include school-issued or school approved devices that are specifically
limited for use in classroom instruction.

Students found to be using any personal electronic device for any illegal purpose, violation of privacy, or to in any way send or receive personal messages, data, or information that would contribute to or constitute cheating on tests or examinations shall be subject to discipline and the device may be confiscated by the administration of the school district. Any personal wireless communication device that is confiscated will be returned to the student at the end of the school

day. Students violating this rule may be disallowed from carrying any wireless telecommunication device following the incident unless the device is utilized to monitor a health condition.

Students found to be in possession of or using a personal electronic device in violation of the rules shall be subject to disciplinary action under the student discipline policy. Punishment for violation will be determined by the administration on a case-by-case basis.

REFERENCE: 70 O.S. §1-126; 70 O.S. §24-101.1, et seq.; 70 O.S. §24-102

THIS POLICY IS REQUIRED BY LAW FOR THE 2025-2026 SCHOOL YEAR

5.32 Proficiency-Based Promotion

1. Upon the request of a student, parent, guardian, or educator, a student will be given the opportunity to demonstrate proficiency in one or more areas of the core curriculum.
   A. Proficiency will be demonstrated by assessment or evaluation appropriate to the curriculum area, for example: Portfolio, state assessments, thesis, project, product or performance. Proficiency in all laboratory sciences will require that students are able to perform relevant laboratory techniques.
   B. Students shall have the opportunity to demonstrate proficiency in the core areas as identified in 70 OKLA. STAT. § 11-103.6:

      - Social Studies
      - Language Arts
      - The Arts
      - Languages
      - Mathematics
      - Science

   C. Proficiency for advancing to the next level of study will be demonstrated by a score of 90% or comparable performance on an assessment or demonstration.
   D. The opportunity for proficiency assessment will be provided at least twice each school year.
   E. Qualifying students are those who are legally enrolled in the district.
   F. The district will not require registration for the proficiency assessment more than one month in advance of the assessment date.
   G. Students will be allowed to take proficiency assessments in multiple subject areas.
   H. Students not demonstrating proficiency will be allowed to try again during the next assessment period.
   I. Exceptions to standard assessment may be approved by the district for students with disabilities.
2. Students demonstrating proficiency in a core curriculum area will be given credit for their learning and will be given the opportunity to advance to the next level of study in the appropriate curriculum area.
   A. The school will confer with parents in making such promotion/acceleration decisions. Such factors as social and mental growth should be considered.
   B. If the parent or guardian requests promotion/acceleration contrary to the recommendation of school personnel, the parent or guardian shall sign a written statement to that effect. This statement shall be included in the permanent record of the student.
   C. Failure to demonstrate proficiency will not be noted on the transcript.

D. Students must progress through a curriculum area in a sequential manner. Elementary, middle level, or high school students may demonstrate proficiency and advance to the next level in a curriculum area.

E. If proficiency is demonstrated in a 9-12 curriculum area; appropriate notation will be placed on the high school transcript. The unit shall count toward meeting the requirements for the high school diploma.

F. Units earned through proficiency assessment will be transferable with students among school districts within the State of Oklahoma.

3. Proficiency assessment will measure mastery of the subject matter standards adopted by the State Board of Education.

4. Options for accommodating students' needs for advancement after they have demonstrated proficiency may include, but are not limited to, the following:

   A. Individualized instruction;

   B. Correspondence courses;

   C. Independent study;

   D. Concurrent enrollment;

   E. Cross-grade grouping;

   F. Cluster grouping;

   G. Grade/course advancement; and

   H. Individualized education programs.

5. The district will disseminate materials explaining the opportunities for proficiency based promotion to students and parents in the district each year. The subject matter standards adopted by the State Board of Education, and type of assessment or evaluation for each core curriculum area will be made available upon request.

Reference: OAC 210: 35-27-2

5.33 Students Fees, Fines, and Charges

In accordance with the policy of the Board of Education, the following areas will require payment of a fee, fine, or charge by the student:

1. Membership dues in student organizations or clubs and admission fees or charges for attending extracurricular activities when membership or attendance is voluntary.
2. Security deposits for the return of materials, supplies, or equipment.
3. Items of personal use such as student publications, class rings, annual, and graduation announcements.
4. Any authorized student health or accident benefit plan.
5. A reasonable fee, not to exceed the actual annual maintenance cost for the use of musical instruments and uniforms owned or rented by the district.
6. Items of personal apparel that become the property of the student and which are used in extracurricular activities.
7. Parking fees and fees for identification cards if applicable.
8. Fines assessed for lost, damaged, or overdue library books.
9. Other fees, fines, or charges specifically permitted or required by law.

Payments to schools for lost or damaged instructional materials will be deposited in the appropriate fund account and will be used to purchase replacement materials as necessary.

Students who are financially unable to make payment for lost or damaged instructional materials will be allowed to arrange to work off their debts in a program approved by the superintendent or the designee of the superintendent.

All lost or damaged materials must be paid for before the end of the school year in which the loss or damage occurs or before a student officially withdraws from the school district.

Refunds will be made only in the fiscal year the fees/fines or charges are incurred.

Students in the 12th grade who have not fulfilled these obligations may be denied the privilege of participating in the graduation ceremonies of the class.

Amended August 2009
Adopted July 2006

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5.34 Graduation Requirements

The Owasso Public Schools Board of Education recognizes that a 12-year course of study in certain specific subject areas has proven to be beneficial in assisting students to become productive citizens and to prepare for advanced study. Therefore, it is the policy of the board of education that a minimum of 23 units of credit be earned in the subject areas listed below to be eligible for graduation.

Students entering the eighth grade in the 2025-2026 school year, in order to graduate from a public high school accredited by the State Board of Education with a standard diploma, shall complete a minimum of the following 23 curriculum units or sets of competencies at the secondary level:

Updated Graduation Requirements (Class of 2030)

4 units of English to include Grammar, Composition, Literature, or any English course;

4 units of mathematics, two of which shall be Algebra I and either Algebra II or Geometry. The other two units may include Algebra II, Geometry, Trigonometry, Math Analysis, Calculus, Statistics, Math of Finance, Computer Science, college courses approved for dual credit, an approved full-time postsecondary career and technology program, or locally approved math-based application course, or any mathematics course with content and/or rigor above Algebra I;

3 units of laboratory science approved for college admission requirements including one unit of life science meeting the standards for Biology I, one unit of physical science meeting the standards for Physical Science, Chemistry or Physics; and one unit from the domains of physical science, life science, or earth and space science, or approved full-time postsecondary career and technology program or locally approved science-based application course, or any course with content and/or rigor above Biology I or Physical Science;

3 units of history and citizenship skills including one unit of American History, ½ unit of Oklahoma History, ½ unit of United States Government, and one unit from the subjects of History, Government, Geography, Economics, Civics or non-Western culture;

6 pathway units which align with the student's Individual Career and Academic Plan (ICAP) which may include, but are not limited to, any additional math, science, English, history, world or non-English language, computer technology, Junior Reserve Officers' Training Corp, internship or apprenticeship programs, career and technology education courses, concurrently enrolled courses, advanced placement courses, International Baccalaureate courses approved for college admission requirements, music, art, drama, speech, dance, media arts, or other approved courses; and

3 units of elective courses.

Beginning with the 2024-2025 school year, a student whose parent or legal guardian approves modification of the student's existing graduation track, subject to school approval, may complete a minimum of 23 curriculum units or sets of competencies at the secondary level as listed above. All other students graduating prior to 2030, in order to graduate from an Oklahoma public school, will be required to complete the "college preparatory/work ready curriculum units or sets of competencies" at the secondary level. A student will be allowed to enroll in the core curriculum in lieu of the requirements of the college preparatory/work ready curriculum upon the written approval of the parent or legal guardian of the student. Current state graduation requirements will be deemed to be the "core curriculum" option.

College Preparatory/Work Ready Curriculum Graduation Requirements
The "college preparatory/work ready curriculum" will include the following:

4 units of English to include Grammar, Composition, Literature, or any English course approved for college admission requirements;

3 units of mathematics, limited to Algebra I, Algebra II, Geometry, Trigonometry, Math Analysis, Calculus, Advanced Placement Statistics or any mathematics course with content and/or rigor above Algebra I and approved for college admission requirements;

3 units of laboratory science, limited to Biology, Chemistry, Physics, or any laboratory science course with content and/or rigor equal to or above Biology and approved for college admission requirements;

3 units of history and citizenship skills, including one unit of American History, one-half unit of Oklahoma History, one-half unit of United States Government and one unit from the subjects of History, Government, Geography, Economics, Civics, or Non-Western culture and approved for college admission requirements;

2 units of the same world or non-English language or two units of computer technology approved for college admission requirements, whether taught at a high school or technology center school, including computer programming, hardware, and business computer applications, such as word processing, databases, spreadsheets, and graphics, excluding keyboarding or typing courses;

1 additional unit selected from the above categories or career and technology education courses, concurrently enrolled course, Advanced Placement courses or International Baccalaureate courses approved for college admission requirements; and
1 unit or set of competencies of fine arts, such as music, art, or drama, or 1 unit or set of competencies of speech.

CORE Curriculum Graduation Requirements

In order to graduate from the district with a standard diploma, students shall complete the following core curriculum units at the secondary level:

Language Arts
4 units or sets of competencies
1 unit of Grammar and Composition
3 units which may include
American Literature
English Literature
World Literature
Advanced English Courses
Other English courses with content and/or rigor equal to or above grammar and composition

Social Studies
3 units or sets of competencies
1 unit of United States History
½ to 1 unit of United States Government
½ unit of Oklahoma History
½ unit to 1 unit which may include:
World History Geography Economics Anthropology
Other social studies courses with content and/or rigor equal to or above United States History, United States Government, and Oklahoma history

Mathematics
3 units or sets of competencies
1 unit of Algebra I [1]
and
2 units which may include:
Algebra II
Geometry [1]
Trigonometry
Math Analysis or Precalculus
Statistics and/or Probability Calculus
Computer Science I and II
Intermediate Algebra
Mathematics of Finance
Contextual mathematics courses that enhance technology preparation whether taught at a (1) comprehensive high school, or (2) technology center school when taken in the tenth, eleventh, or twelfth grade, taught by a certified teacher, and approved by the State Board of Education and the district board of education
Mathematics courses taught at a technology center school by a teacher certified in the secondary subject area when taken in the tenth, eleventh, or twelfth grade upon approval of the State Board of Education and the district board of education. Other mathematics courses with content and/or rigor equal to or above Algebra I. A science, technology, engineering and math (STEM) block course.

The Arts

1 unit or set of competencies which may include, but is not limited to, courses in Visual Arts and General Music.

Computer Education

1 unit or set of competencies of computer technology, whether taught at a high school or a technology center school, including computer programming, hardware and business computer applications, such as word processing, databases, spreadsheets, and graphics, excluding keyboarding or typing classes

Science

3 units or sets of competencies of laboratory science approved for college admission requirements:

1 unit or set of competencies of life science, meeting the standards for Biology I: 1 unit or set of competencies of physical science, meeting the standards for Physical Science, Chemistry or Physics; and
1 unit or set of competencies from the domains of physical science, life science or earth and space science such that content and rigor is above Biology I or Physical Science.

Electives

8 units or sets of competencies

In addition to the curriculum requirements, students shall complete the requirements for a personal financial literacy passport as set forth in the Passport to Financial Literacy Act.

All students are strongly encouraged to complete two units or sets of competencies of world language classes and two units or sets of competencies of physical and health education as part of the core curriculum.

Credit may be given for the above-referenced classes for the college preparatory/work-ready and core curriculum diploma pathways when the courses are taken in the seventh or eighth grades if the teachers are certified or authorized by law to teach the subjects for high school credit and the required course rigor is maintained.
Courses offered by a supplemental education organization that is accredited by a national accrediting body and that are taught by a certified teacher, and which provide for the teaching and learning of the appropriate skills and knowledge in the Oklahoma Academic Standards may, upon approval of the State Board of Education and the school district board of education, be counted for academic credit and toward meeting state graduation requirements.

No student will be allowed to receive credit more than once for completion of the same unit or sets of competencies. All of the above-referenced classes may not be offered by the district. However, sufficient courses shall be offered to allow students to meet the graduation requirements during the secondary grade years of the student.

The remaining units need to consist of coursework designed to meet the individual needs and interests of the student. However, all students in grades nine through twelve are required to enroll in a minimum of six periods, or the equivalent in block scheduling, of rigorous academic and/or rigorous vocational courses each day, which may include arts, vocal and instrumental music, speech classes, and physical education classes.

Students who transfer into this school district from out of state after their junior year of high school shall not be denied, because of differing graduation requirements, the opportunity to be awarded a standard diploma. This applies to students who would be unable to meet the specific graduation requirements listed above without extending the date of graduation. Exceptions from the graduation requirements will be based on rules established by the State Department of Education. All exceptions and the reasons therefore shall be reported to the State Department of Education on or before July 1 of each year.

All course credit earned through examination by students in required curriculum areas shall be appropriately noted on the student's transcript and/or student record. Completion may be recorded with a letter grade or pass notation, credits earned by a student through examination in accordance with the provisions of 210:35-27-2 shall be transferable to or from any other school district within the State of Oklahoma in which the student was enrolled, is currently enrolled, or may be enrolled. Credit for units of secondary coursework in curriculum areas required for graduation count toward meeting the requirements for the high school diploma.

Beginning with the 2015-2016 school year, all students shall be required to receive instruction in cardiopulmonary resuscitation (CPR) and the awareness of the purpose of an automated external defibrillator at least once between ninth grade and high school graduation. A school administrator may waive this requirement for an eligible student who has a disability. A student may also be excused from this requirement if a parent or guardian of the student objects in writing.

Students are required to complete an assessment in order to graduate with a standard diploma. The assessment required will be one that is required or has been required by the Oklahoma School Testing Program or an alternate assessment as approved by the superintendent. The highest-achieved score on the assessment and any business and industry-recognized endorsements attained will be reflected on the student's transcript. Beginning with ninth graders in the 2021-2022 school year, in order to graduate from a public high school accredited by the State Board of Education, students shall pass the United States naturalization test. The United States naturalization test shall be provided at least once per school year, beginning as early as eighth grade. Students may retake the exam upon request and as often as desired until earning a passing score. A passing score shall be 60 out of 100 questions. The district shall exempt students with disabilities whose individualized education program (IEP), consistent with state law, indicates that the student is to be assessed with alternative achievement standards through the Oklahoma Alternative Assessment Program (OAAP).

Students shall be allowed to earn released time elective credit in accordance with state law and the Oklahoma Accreditation Standards.

REFERENCE: 70 O.S. § 11-101.3

70 O.S. § 11-103.2c

70 O.S. § 11-103.6

70 O.S. § 1210.199

70 O.S. § 1210.508

5.34a Graduation Ceremony

The Owasso Board of Education recognizes that graduation ceremonies are important events for our students, patrons, guests and community. Participation in graduation exercises is a privilege and not a right. Students who have been involved in misconduct or having violated school rules, regulations, and policies may be prohibited from participating in or attending graduation exercises in accordance with this policy:

1. A student shall be a graduate of this school district and entitled to a High School Diploma whenever that student has successfully completed the minimum number of credits established by the district for graduation, demonstrates mastery of the state academic content standards as required and completes graduation exercises in accordance with this policy.

2. Students participating in graduation ceremonies will be required to abide by the schools' student discipline code. In addition, students shall not engage in any disruptive activity that substantially interferes with the graduation process or the rights of other individuals.

3. The administration may impose discipline on any student who commits any act referred to in (2) above. It is recommended the administration take necessary steps to impose discipline as soon as is convenient after completion of graduation exercises.

Adopted August 2024

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5.35 Concurrent Enrollment Guidelines Juniors / Seniors

Concurrent enrollment provides junior and senior students of exceptional ability an opportunity to gain college and high school credit while completing their high school education. State law requires that each high school student be made aware of the opportunity to participate in concurrent enrollment.

Qualified juniors and seniors who are regularly enrolled, who meet the standards set for by the Oklahoma State Regents for Higher Education, and who are able to meet the Owasso High School graduation requirements may be authorized to take courses for college credit while completing high school requirements for graduation. These guidelines are concurrent enrollment have been approved by the Owasso Board of Education and are in accordance with existing policies of the Oklahoma State Board of Education and the Oklahoma Regents for Higher Education which affect the participation of junior and senior students in concurrent enrollment.

The high school counseling office and the principal or designee must verify that a student is meeting graduation requirements prior to the enrollment in college courses.

Concurrently enrolled students are responsible for the tuition and other expense involved in concurrent enrollment.

Qualified students may concurrently enroll in college courses which are not offered at Owasso High School.

High School juniors and seniors who meet concurrent requirements may be eligible to enroll in college courses while attending high school. Students who choose to concurrently enroll must be able to earn the required credits for graduation by the end of the spring semester of their senior year. OHS will award academic/core credit for college courses that correlate to OHS courses. Elective credit will be given to courses if there is no correlation between the concurrent enrollment course and a OHS course. These credits will count toward OHS graduation credit requirements. Students who concurrently enroll will drop one course at Owasso High School for every 3 hours of college coursework in which they enroll. If a student drops their concurrent enrollment course, a OHS course must be added. The college will provide OHS with a list of students who are enrolled in concurrent courses after the DROP dates.

Students should remember that concurrent enrollment courses begin their official college transcript which must be presented to any future college they attend.

Students who are enrolled in the eleventh or twelfth grade and qualify for concurrent enrollment in accordance with the district's policy may enroll in a maximum of nine semester credit hours during the summer session at a college or university prior to the junior or senior year of high school.

Amended September 2023
Amended November 2017
Amended October 2010
Adopted September 2007

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5.36 Parents Right-to-Know

At the beginning of each school year, a local educational agency that receives funds under Title I shall notify the parents of each student attending any school receiving funds under Title I that the parents may request, and the agency will provide the parents on request, and in a timely manner, information regarding the professional qualifications of the student's classroom teachers, including, at a minimum, the following:

1. Whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived.
3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree.
4. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

In addition to the information that parents may request under the above paragraph a school that receives funds under Title I shall provide to each individual parent:

1. Information on the level of achievement of the parent's child in each of the state academic assessments as required under Title I; and
2. 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.

The notice and information provided to parents under this policy shall be in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand.

Adopted February 2009

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5.37 Field / Activity / Athletic Trips

The Owasso Board of Education recognizes and supports the importance of school-sponsored educational field/activity/athletic trips made available to students in promoting a total, well-rounded school program. Travel for such events is normally limited to in-state, one-day event participation. It is recognized, however, that some exceptions would be necessary for a limited number of activities requiring overnight travel outside of the State.

School-Sponsored Educational Field Trips

Educational field trips will be made only with the prior approval of the building principal. Advance consent of the student's parent or guardian is required for participation in any field trip. Senior trips, except for local field trips, may not be taken during the regular school calendar year.

The Board of Education defines educational field trips as visits to an area industry, factory, shop, plant, courthouse, museum, theater, lecture, symposium, farm, ranch, rock quarry, creek, river, park, etc., by a group of students pursuing academic or vocational study in a stated subject for the purpose of enriching their appreciation of, or acquiring additional knowledge in the subject. It does not refer to recreational outings or excursions, interscholastic contests, or extracurricular activities where students perform or compete.

The Board recognizes educational field trips as a part of the curriculum. The following criteria should be considered in deciding whether or not a field trip would be a profitable educational experience for students:

1. Will this be a better experience for students than other activities that might be conducted within the school building?
2. Should the trip be denied for safety reasons due to trip location and advisability?
3. Would the students profit more from the field trip than they would from available technology resources, models, experiments, resource persons, etc.?
4. Will the field trip enrich the lives of the students involved?

Activity/Athletic Trips

Activity/Athletic trips for the purpose of competitive qualification or for significant special invitational functions will be made only with the prior approval of the building principal and/or, as applicable, appropriate district level director. Should such trips require out-of-state travel the initial recommendation for approval by the principal and/or the District director must also be submitted to the Board of Education for final approval. If the competition is before the next scheduled Board Meeting then the Superintendent can give final approval, after notifying the School Board Members. Out-of-State travel should receive final approval of the Board of Education in advance of scheduling any trip related fundraising activities and/or transportation and/or trip accommodations, unless that trip occurs before the next scheduled Board Meeting. Out-of-State and overnight travel requiring more than two days of classroom instructional time are not advised. Advance consent of the student's parents or guardians is also required for participation in any activity trip.

The following criteria should be considered in deciding whether or not an activity/athletic trip would be a profitable experience for students:

1. Length of Trip/School Vehicle Availability-school-sponsored trips of 300 miles or less from Owasso or outside of the State of Oklahoma are subject to the availability of the type and number of school owned vehicles requested, as well as the additional approval of the Transportation Director. Transportation exceeding 300 miles must be via approved commercial vehicles. Distance, educational value, student safety, expense, and any legal implications must be considered in the approval process.
2. Official Sponsor and Chaperone Availability-an appropriate number of chaperones should be recruited by the trip sponsor to ensure adequate supervision of students on trips. Sponsors and chaperones will be expected to do random inspections to ascertain whether students are in assigned locations. School employees acting as official chaperones should be restricted if functioning in this capacity would require them to miss work. Nothing in this policy would prohibit use of personal leave according to appropriate use in District policy or take pay deduct should their absence not create a hardship relative to their duties with the District.
3. Rooming Options-Students shall not share or sleep in the same rooms with sponsors or chaperones unless the sponsor chaperone is the legal guardian of the student. Exceptions to this practice would include a documented medical necessity or when a student's Individualized Educational Plan (IEP) requires it. For such exceptions written parental consent must be obtained.
4. Legal /Safety Ramifications-A determination should be made relative to the benefit of the trip and District liability should accidents or injuries occur during the trip, as well as planning for other safety issues that might need consideration due to location, distance, parking, etc.
5. Trip Expenses-A determination should be made relative to the benefit of the trip in relationship to cost of the trip to the District.
6. Miscellaneous-A determination should be made relative to the benefit of the trip based upon any other factors deemed appropriate and applicable to each trip on a case by case basis.

Non-School-Sponsored Trips

Owasso Public Schools (the District) bears no responsibility for non-school sponsored travel organized by third-party vendors.

1. Key Definitions & Rules

- Third-Party Trip: Travel arranged by an outside vendor that is not initiated, managed, funded, or supervised in the employee's role as district or school staff
- Non-School-Sponsored: No official district sponsorship, no use of district funds, no school staff acting in an official capacity, and not part of the curriculum.
- Vendor: A commercial travel company, nonprofit organization, or other entity offering travel opportunities to students and families.

2. Information & Distribution

- Flyers: Owasso Public Schools will approve requests for distribution under criteria outlined in policy #1.05A.
- Materials: No materials will be distributed that contain religious or political content and/or advertising overtones which may be beneficial to any particular group or business at the expense of others. Generally, for-profit organizations will not be allowed to distribute materials to students.
- Meetings: Staff and vendors may not hold meetings on school grounds unless a facility use and rental agreement has been processed through our operations department.

3. Participants

- Parents/Guardians: Assume all financial and safety liability.
- Staff: May only participate in a personal capacity and are not representatives of the school district.
- Students: Travel at their own risk

4. Attendance & Academics

- Absences: Trip participation is recorded as an absence under existing policies, not as an excused school event.
- Credit: No academic credit will be granted for participating in these trips.

5.38 Student Clubs and Organizations

DEFINITIONS:

"Clubs and organizations" means a club or organization comprise of students that is organized and meets for common goals, objectives, or purposes, and that is directly under the sponsorship, direction, and control of the school; and

"Competitive interscholastic activity or event" means activities held under the auspices or sponsorship of a school district that involves students enrolled in that school district competing against individuals or groups of students representing other school districts.

POLICY:

The Owasso School District shall annually provide a list of *extra-curricular* clubs and organizations sponsored by the school for dissemination to parents/guardians via the District website, parent handbook, and/or student handbooks. The policy applies only to participation in clubs and organizations that are *extracurricular* and *not* to participation in clubs and organizations that are necessary for a required class of instruction.

The listing of extra-curricular clubs and organizations shall include, but not be limited to, the following information about each club or organization:

1. Name of the club or organization;
2. Mission or purpose of the club or organization;
3. Name of the faculty advisor, if known.

If clubs or organizations are created or formed after the annual notification is distributed, the District will update the list as appropriate throughout the school year.

The District shall provide parents/guardians of students with an opportunity to notify school administrators that the parent/guardian is withholding permission for a student to join or participate in one or more clubs or organizations. The parent/guardian is responsible for notifying the school if a student is not allowed to join or participate. Withholding of permission is not applicable in clubs or organizations required for instructional purposes. Nothing in this policy shall prevent a club or organization from meeting when a student who is not authorized to be in the club or organization is present at such meeting. The parent/guardian is responsible for ensuring that the student does not attend club/organization activities.

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5.39 Title III / English Learner Policies and Procedures

It is Owasso's mission to ensure that ALL English Learners (ELs) K-12 have access to and participate in high-quality, research-based instruction that supports academic and social growth that meet the spirit and intent of Title VI of the Civil Rights Act of 1964, ESSA Title III Guidance, and Oklahoma's ESSA Consolidated State Plan. Emphasis will be placed on English language development with the goal of active progress along the scale of limited English proficiency to fluency coupled with appropriate access to core curriculum instructions.

Identification and Assessment

All students enrolled in a public school in Oklahoma are required to have a home language survey (HLS) completed by a parent/guardian and kept on file by the attending district. The HLS asks three questions about a student's individual linguistic background. If two or more answers are "a language other than English," the student is understood as being influenced by an environment where a language other than English is spoken "more often." If the student is not a native English speaker, the student's level of English language proficiency will be assessed through the administration of the WIDA Screener no later than 30 days after enrollment. A student who scores below a 4.5 in Literacy Proficiency and below a 5.0 in Composite Proficiency will be designated as an English Learner. If the HLS responses indicate a language other than English one out of three times, the student is classified as influenced by an environment where a language other than English is spoken "less often." In this case, the student will be given a WIDA placement assessment if he or she

- Is not a native English speaker
- Has no previous state content assessment scores
- Has ELA state content assessment score(s) that indicate limited knowledge or unsatisfactory

**It is important to note that the HLS assists in identifying students who may need EL services, but it is NOT determinative of EL status. Only a WIDA assessment can justify entrance or exit from an EL program. Furthermore, the HLS does not preclude a district from assessing a student who may have linguistic issues and be in need of support, regardless of the responses indicated on the HLS.

Reassessment and Exit Procedures

Each English Learner's language development progress is reassessed each spring within the domains of listening, speaking, reading, and writing through the administration of the ACCESS for ELs 2.0. When an English Learner scores a 4.5 or above on Literacy Proficiency AND a 5.0 or higher on Composite Proficiency, that student will be given former EL status. Former ELs are to be monitored for academic progress for four subsequent years or until graduation whichever comes first. At the end of the four-year monitoring period, the student may be exited from the English Learner Program. Furthermore, all ELs students are expected to achieve fluent English proficiency (FEP) within 5 years of entering school.

Parent Notification

Parents/Guardians will be notified of their student's ACCESS for ELs 2.0 test scores as well as placement recommendations by the district. Owasso Public Schools strongly encourages

parents to follow district recommendations for program services. However, per ESSA, parents do have the right to opt their student out of ELs services by completing a waiver form upon request through the ELs Program. It is important to note that opting out of services does not change the ELs status of the student. Students who are opted out of services MUST still participate in ACCESS for ELs 2.0 testing each spring.

Instructional Services

K-12 services include both push-in and pull-out options based on the individual needs of the English Learner. Push-in services provide content area support to the student within the regular classroom. Pull-out services provide students with intensive English language instruction outside of the regular classroom in small group or individual settings with an English Language Development (ELD) teacher. English language skills and content area skills are the focus of all instructional services and the student's native language may or may not be used to support English acquisition. Owasso Public Schools also provides a newcomer's program for 6th-12th grade students who are in the primary stages of English language acquisition.

5.40 Title III / English Language Learners Equal Access Policies and Procedures

Equal Access

The ELs program supports all district and superintendent goals, policies, and procedures as well as the following:

- English Learners (ELs) are provided equal access to all programs and services offered by the school and district, based on need and eligibility, and exclusive of language proficiency and/or national origin.
- Refugee, immigrant, registered and undocumented aliens, and national origin, racial or ethnic minority students are provided equal access to free and appropriate schooling.
- ELs are provided comprehensive instruction, equal in amount, scope, sequence, and quality as that provided to native English speakers. ELs instruction is aligned with the WIDA Standards, the Oklahoma Academic Standards, grade level expectations, course descriptions, and district curriculum frameworks.
- Parents/guardians of ELs will receive, unless clearly not feasible, all school communications in their primary language. Parents/guardians of ELs will be afforded opportunities to be represented on various district and school committees that require parental participation.

Amended December 2017
Adopted March 2010

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5.42 Online School Family Education Rights and Privacy Act ("FERPA")

The Family Educational Rights and Privacy Act (FERPA) provides parents and students over 18 years of age ("eligible students") certain rights regarding the student's education records. References to parent(s) also encompass a student's guardian(s). These rights are:

1. The right to inspect and review the student's education records within 45 days of the day Owasso Public Schools Virtual Online School ("VOS") receives a request for access.

   To request an inspection and review, the parent or eligible student should submit a written request to the program director that identifies the record(s) they wish to inspect. The program director makes arrangements for access and notifies the parent or eligible student of the time and place where the records may be inspected.

2. The right to request an amendment of the student's education records that the parent or eligible student believes are inaccurate.

   Parents or eligible students may ask VOS to amend a record that they believe is inaccurate. They should write the program director, clearly identify the part of the record they want changed, and specify why it is inaccurate. If VOS decides not to amend the record as requested, VOS notifies the parent or eligible student of the decision and advises him/her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures is provided to the parent or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA allows disclosure without consent.

   One exception that permits VOS to disclose information without consent is when VOS discloses information to VOS officials with legitimate educational interests. A VOS official is a person employed by or contracted to provide services to or designated by Owasso School District to provide services to VOS as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Board of Education; a person or company with whom Owasso School District has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another VOS official in performing his or her tasks.

   A VOS official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

   Upon request, VOS discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by VOS to comply with the requirements of FERPA. The name and address of the office that administers FERPA are:

   Family Policy Compliance Office
   U.S. Department of Education

Amended April 2019
Adopted October 2012

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400 Maryland Ave., S.W.
Washington, D.C. 20202-4605

5. FERPA requires that Owasso School District, with certain exceptions, obtain a parent's or eligible student's written consent prior to the disclosure of personally identifiable information from a child's education records. However, VOS may disclose "directory information" without written consent unless the parent or eligible student has advised VOS in writing that he/she does not want all or part of the directory information disclosed. The method for objecting to disclosure of directory information is specified below. The primary purpose of directory information is to allow Owasso School District to include the following information from education records in certain Owasso School District or VOS publications or disclose it to certain parties. Examples include:

   - Shipment of VOS materials to and from student's home
   - Entry of student enrollment information into a computer database for use by VOS officials
   - Honor roll or other recognition lists

   Federal law requires VOS to provide military recruiters, upon request, with three directory information categories – names, addresses and telephone listings – unless parents or eligible students have advised VOS in writing that they do not want their student's information disclosed without prior written consent. Directory information will not be released to outside organizations for commercial or non-commercial purposes.

   Owasso School District has designated the following information as directory information:

   1. Student's name
   2. Photograph
   3. Grade level (i.e., first grade, tenth grade, etc.)
   4. Degrees, honors, and awards received
   5. Participation in officially recognized activities and sports
   6. Weight and height of members of athletic teams

   If there are certain items Owasso School District has chosen to designate as directory information that parents'/learning coaches do not want disclosed from their student's education records, without their prior written consent, parents'/learning coaches are encouraged to send an e-mail identifying the information they do not want disclosed, the student's name, and the name of the affiliate VOS in which the student is enrolled to:

   Jordan Korphage, Director of Communications

   This e-mail must be sent within 30 days of the first day the student attends VOS.

   Notice of these rights is available, upon request, on audiotape, in Braille, and in languages other than English.

Availability of Policy

A copy of this policy is available for review in the superintendent’s office or, upon request, via electronic mail, regular mail, or facsimile. To the extent this policy is in conflict with the Owasso School District policy for non-VOS students the conflict shall be resolved by reference to FERPA or, if not resolved by FERPA, the policy that provides the greater protection of the student’s education records.

Amended April 2019
Adopted October 2012

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5.43 Seclusion of Students with Disabilities

The purpose of this policy is to define the circumstances under which district personnel may use seclusion for students with disabilities in compliance with those guidelines set forth in the SDE's Special Education Handbook ("Seclusion Guidelines").

For purposes of this policy, the term "seclusion" means the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. This includes situations where a door is locked as well as where the door is blocked by other objects or held by staff. Any time a student is involuntarily alone in a room and prevented from leaving should be considered seclusion regardless of the intended purpose of the name applied to this procedure or the name of the place where the student is secluded. Seclusion does not include timeout, which is a behavior management technique implemented for the purpose of calming and redirecting.

Seclusion should never be used for the purposes of discipline or as a punishment, to force compliance, as a convenience for staff or to prevent property damage. Seclusion should not be used to manage behavior.

School personnel may use seclusion for students with disabilities only under the emergency circumstances identified in the Seclusion Guidelines and only if the elements identified by the Seclusion Guidelines exist.

School personnel may only utilize seclusion procedures if they have training in:

1. Conflict de-escalation;
2. The crisis cycle and interventions at each stage;
3. Possible effects of seclusion;
4. Appropriate use of seclusion rooms (including escorting and placing a student in a seclusion room);
5. Hold current CPR and First Aid certification; and
6. Monitoring the wellbeing of students.

Seclusion training should be recurrent and with annual updates and result in some form of certification or credential.

Any student placed in seclusion based on the criteria in the Seclusion Guidelines must be continuously monitored visually and aurally by a school employee. Additionally, (a) the student must be allowed to go to the bathroom upon request, (b) the student must be permitted water to drink upon request, and (c) immediate action must be taken if the student displays any signs of medical distress.

A "seclusion room" is defined as a room or other confined area in which a student with a disability is placed in isolation from other persons from which the student is prevented from leaving. A seclusion room must meet the following criteria:

1. It must be of adequate size permitting the student to sit or lie down;

Amended November 2016
Amended July 2012

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2. It must have adequate lightning;
3. It must be equipped with heating, cooling, ventilation, and lighting systems that are comparable to those in other rooms throughout the building where the seclusion room is located;
4. It must be free of any objects that pose a potential risk of harm to the student with a disability;
5. If equipped with a door that locks, the lock must automatically disengage in case of an emergency, such as fire or severe weather; and
6. It must allow continuous visual and auditory monitoring of the student with a disability.

The use of seclusion for students with disabilities shall also be subject to any written procedures utilized by the district to further explain the responsibilities of district staff members.

Amended November 2016
Amended July 2012

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5.44 Physical Restraint of Students with Disabilities

The purpose of this policy is to define the circumstances under which district personnel may use physical restraint for students with disabilities in compliance with those guidelines set forth in the SDE's Special Education Handbook ("Physical Restraint Guidelines").

For purposes of this policy, the term "physical restraint" is defined as a person restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs, or head freely. The term physical restraint does not include a physical escort. Physical escort means a temporary touching or holding of the hand, wrist, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location.

Physical restraint should never be used for the purposes of discipline or as a punishment, to force compliance, as a convenience for staff or to prevent property damage. The use of chemical and/or mechanical restraint, as defined in the Physical Restraint Guidelines, is prohibited.

School personnel may use physical restraint for student with disabilities only under the emergency circumstances identified in the Physical Restraint Guidelines and only if the elements identified by the Physical Restraint Guidelines exist.

The use of physical restraint for students with disabilities shall also be subject to any written Procedures utilized by the district to further explain the responsibilities of district staff members.

Amended November 2016
Amended July 2012

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5.46 Strong Readers Act Testing and Procedures

Every student enrolled in kindergarten, first, second, and third grades shall be assessed at the beginning and end of each school year using a screening instrument approved by the State Board of Education for the acquisition of reading skills including, but not limited to, phonological awareness, decoding, reading fluency, vocabulary, and comprehension, for the grade level in which enrolled. Any student who is assessed and found not to be meeting grade level shall be provided a program of reading instruction designed to enable the student to acquire the appropriate grade level of reading skills.

Progress of Reading Instruction and Proficiency Team

The program of reading instruction shall be based on scientific reading research and shall align with the State subject matter standards adopted by the State Board of Education, shall be based on a three tiered Response to Intervention ("RtI") model. The plan may include, but is not limited to:

1. Sufficient additional in-school instructional time sufficient for the acquisition of phonological awareness, decoding, fluency, vocabulary, and comprehension,
2. If necessary, and funding is available, tutorial instruction after regular school hours, on Saturdays, and during the Summer, however, such instruction may not be counted toward the 180 day or 1080 hour school year required by law;
3. Assessments identified for diagnostic purposes and periodic monitoring to measure the acquisition of reading skills as identified in the student's program of reading instruction.
4. High-quality instructional materials grounded in scientifically based reading research and
5. A means of providing every family of a student in prekindergarten, kindergarten, first, second, and third grade access to free online evidence-based literacy instruction resources to support the student's literacy development at home.

A student enrolled in kindergarten, first, second, or third grades who exhibits a deficiency in reading at any time based upon the screening instrument shall receive an individual reading intervention plan no later than thirty (30) days after the identification of the deficiency in reading. The reading intervention plan shall be provided in addition to core reading instruction that is provided to all students. The reading intervention plan shall:

1. Describe the research-based reading intervention services the student will receive to remedy the deficiency in reading,
2. Provide explicit and systematic instruction in phonological awareness, decoding, fluency, vocabulary, and comprehension as applicable,
3. Monitor the reading progress of each student's reading skills throughout the school year and adjust instruction according to the student's needs; and
4. Continue until the student is determined to be meeting grade-level targets in reading based on screening instruments or assessments.

The district strong readers plan shall be adopted and annually updated, with input from school administrators, teachers, and parents and legal guardians, and if possible a reading specialist, and which shall be submitted to and approved by the State Board of Education. This plan shall include a plan for each site that includes an analysis of data provided by the Oklahoma School Testing Program and other reading assessments utilized which outlines how each school site shall comply with the provision of the Strong Readers Act.

Beginning with the 2022-2023 school year, any student enrolled in kindergarten, first, second, or third grade who is assessed through the Strong Readers Act is not meeting grade level targets in reading after the beginning of the year assessment shall be screened for dyslexia. Screening may also be requested for a student by his or her parent or guardian, teacher counselor, speech-language pathologist or school psychologist.

REFERENCE: 70 O.S. §1210.508A, et seq.

5.48 Disproportionality and Evaluation of Students

The district acknowledges that a student's social, cultural, environmental and economic circumstances can be relevant factors when considering and determining the identification, disability category, educational placement and discipline of a student suspected of or having a disability covered by the Individuals with Disabilities Education Act. By way of this policy, the district reaffirms that on the grounds of race, color, or national origin, it does not discriminate in favor of or against (a) the identification of children as children with disabilities, including identification by disability category, (b) the placement of children with disabilities in particular educational settings, or (c) the incident, duration, and type of disciplinary action taken with respect to children with disabilities, including suspensions.

To ensure implementation of this policy, district employees, district multidisciplinary evaluation teams, and district individualized education program teams at all school sites must consider a student's social, cultural, environment and economic circumstances when:

- Referring a student for evaluation as a student with a disability and in addition to the student's current performance, area of disability, medical information, parental/teacher input and disability category;
- Evaluating the student as a student with a disability;
- Determining the disability category of a student with a disability;
- Determining the educational placement of a student with a disability; and
- Considering and imposing discipline on a student with a disability.

The purpose of considering a student's social, cultural, environment and economic circumstances is to ensure that students, because of their race, color, or national origin, are not being (a) over referred for evaluation as students with a disability, (b) over identified as students with a disability, (c) over/under identified as having particular disability categories, (d) limited to receiving education services in a particular educational placement, and (e) subject to a particular discipline, including suspensions.

In implementing this policy, the superintendent is to ensure that school staff receives annual training, preferably in the fall of each school year, on all eligibility considerations regarding the identification of students with disabilities, including race and ethnicity. Additionally, the superintendent shall ensure that, annually, this policy is reviewed with input from representatives across the district and that any proposed revisions are timely brought to the board of education for consideration.

Amended November 2016
Amended December 2014

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5.49 Child Nutrition Information for Families

All district students may, but are not required to, participate in any or all of the district's child nutrition program services. The district participates in the following USDA child nutrition programs:

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- Grab 'n' Go Breakfast
- Summer Food Service Program

Although the district complies with all USDA child nutrition program requirements, this policy is designed to provide families with pertinent information regarding meals at schools. Any individual who wishes to obtain more detailed information about the district's programs may contact the Child Nutrition Director.

Cafeteria Use

Except under special circumstances[3] all students will eat in the cafeteria or other designated location.

Guests must be cleared by the building principal prior to joining a student in the cafeteria. Non-District individuals or groups who wish to use the cafeteria must also be cleared by the building principal.

Meal Costs

The Child Nutrition Department will establish the cost for meals prior to the beginning of each school year. The meal prices will be presented to the Board of Education at the beginning of each school year. Meal costs will be widely publicized and posted in the cafeteria.

Meal Payments

Students are encouraged to pre-pay for meals to ensure quicker checkout in the cafeteria and to reduce the likelihood of forgotten or lost lunch money. Each student has a meal account which is accessed by using their student ID number. Parents and guardians may put money into the meal account with cash, check or money order. Payments should be made out to the school your child is attending, and must be given to the cafeteria manager or cafeteria cashier. You may send payment with your child to school, bring it in yourself, or mail it to the Child Nutrition Office.

Payments can also be made at myschoolbucks.com using a credit card or debit card by setting up an account with a student's id number. If you prefer, you may send money each day for your child's meals and he or she may pay the cashier for the cost of each meal after they have been served.

Amended December 2023
Amended September 2021
Amended November 2017
Adopted January 2015

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[3] Special circumstances include, but are not limited to, lunch detention, severe food allergies, and IEP requirements. The district will not separate students during meals based on a student's ability to pay.

The district provides several options to keep parents informed of their student's meal account balance. The district will send a notice by email, with students, and /or a phone call to parents when a child's account balance is $9.99 or less.

Parents may also check their child's account balance online by setting up an account with myschoolbucks.com.

Refunds

Should a student withdraw from school, or you otherwise need a refund of the balance in a student's account, a Request for Refund form is available on the Owasso Public Schools website for download or the Child Nutrition office. Balances left on a student's account at the end of the school year will carry over to the next school year unless a parent or guardian requests a refund of that balance. Please note that refunds will not be given on balances of less than $5.00, or from accounts that have been closed for more than three months. To request a refund because you are moving, you must provide us with your new address. Refunds that are mailed out and returned will be used as a donation to the Child Nutrition department. If a student withdraws and there is money left on the account that is not refunded, that money is also used as a donation.

Free and Reduced Price Meals

All families will have the opportunity to submit an application for free and/or reduced priced meals. This application must be completed each year. Free and reduced meal application forms are available in each cafeteria, your school office, the Enrollment Center and the Child Nutrition Office. Applications can also be downloaded from Owasso Public Schools website. All applications, signed by the parent or guardian, must be original and returned to either your school cafeteria manager or to the Child Nutrition office. All applications are confidential, and information concerning a student's application or lunch status is not made public and may only be released to the individual signing the application. Applications can be submitted electronically at myschoolapps.com

The district will utilize federal guidelines in determining eligibility for free and/or reduced price meals, and those guidelines will be publicized with other notices regarding the district's child nutrition program. The Child Nutrition office is responsible for reviewing applications and determining eligibility. The Child Nutrition office is responsible for promptly notifying families whether their application has been approved and following up with families who have submitted incomplete applications.

Any family who wishes to appeal a decision regarding their eligibility may make an appeal to the Assistant Superintendent of District Services. If an appeal is filed, the individual will be notified of the date and time for an appeal hearing. Individuals may bring a representative with them to any appeal hearing.

School personnel will use discretion in handling applications, and the names of students eligible for free/reduced price meals will not be published, posted, announced, etc. Students receiving free/reduced price meals will not:

- Use a separate cafeteria or area of the cafeteria
- Use a separate serving line
- Enter the cafeteria through a different entrance
- Eat meals at a different time
- Work for their meals
- Use a different method at the checkout
- Eat a different meal

Charging Student Meals

Students should have funds in their accounts before they attempt to purchase a meal or al a carte items on their account. Occasionally, a student may need to "charge" a breakfast or lunch on account; this means the student's account is placed in the negative in order to allow for the meal Al a carte items are not allowed to be charged. Students are only allowed to do this until their account reaches a negative balance of twenty-five dollars (-$25.00) before money is required to be deposited to pay off the charges and provide for more meals. If a student has reached a balance of negative twenty-five dollars (-$25.00), and still does not have money to pay for lunch, he or she will be asked to call home to make arrangements for lunch. Once a student reaches the maximum negative balance an alternative meal of a Cheese Sandwich, Fruit, and Milk will be provided for lunch and Toast and fruit juice will be provided for breakfast. Please call your cafeteria manager or the Child Nutrition offices if you find you are in a difficult situation; they may be able to work with you. Should your child have outstanding charges on the date they are approved for free or reduced price meals, you are still responsible for paying off those charges. Low balance notices are sent home with the students at least twice a week. Student balances can be checked by accessing their student's account on myschoolbucks.com.

Please note that the Oklahoma State Department of Education School Food Service Compliance Document, which governs schools that participate in the National School Lunch Program, states~~,~~; "The school food authority (SFA) is not required to provide meals if payment is not made for the CURRENT day's meal or if funds in a student's account are not sufficient to cover the cost of the meal." (Page C-117, July 2014)

Collecting Debt

The district must work to ensure that its child nutrition services are run in a fiscally responsible manner. Families will be notified when their child's account balance is low so that the account can be replenished.

Amended December 2023
Amended September 2021
Amended November 2017
Adopted January 2015

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Adult Meals

District employees and parents are permitted to eat in the cafeterias. An adult fee is charged for these meals. Payment for meals must be made at the time of purchase. District employees have a meal account which is accessed by using their employee ID number. Payments can be made at the school they work at, the child nutrition office in the form of cash, check or money order, or by credit or debit card at myschoolbucks.com.

Adults are not allowed to charge meals. Adults cannot use or share an account with a student; student meals cannot be rung up on an adult account.

5.50 Health for Student Athletes

Although there are numerous benefits to participating in school sponsored sports, student athletes may also experience adverse health consequences of such participation. The board of education recognizes that these injuries can have serious consequences if not properly evaluated and treated. Therefore, consistent with state law, the district will inform and educate student athletes and their parents/guardians of the nature and risk of sudden cardiac arrest and concussions or head injuries, including information on the dangers associated with continuing to play after collapsing without a head injury or after receiving a head injury.

Specifically, on an annual basis, and prior to a student athlete's participation in any athletic practices or competitions, information sheets shall be distributed to the student and his or her parent/guardian. Attached to the information sheet shall be an acknowledgement form which the student and his or her parent/guardian must sign to verify that they have read the information sheets and understand the content and warnings. The completed acknowledgement forms shall be returned to the athletic director's office prior to the student athlete's participation in practice or competition during that school year. The student-athlete may not practice or compete until the form has been received.

If the district's coaching personnel suspect that a student athlete has sustained a concussion or head injury during a practice or game, or if the student collapses or faints without a head injury, the coach shall immediately remove that student from participation and direct the student to obtain an appropriate examination by a licensed health care provider selected by the student's parent or legal guardian. The board of education has defined a licensed health care provider as follows: M.D.-Medical Doctor; D.O.-Doctor of Osteopathy; and LAT's- Licensed Athletic Trainers; ARNP's Advanced Registered Nurse Practitioners, and PA's – Physician Assistants. If the student has sustained a head injury, this licensed health care provider must be trained in the evaluation and management of concussions. The district shall not be financially responsible for any health care bills associated with the examination.

After suffering a concussion, a student's physical and cognitive activities should be carefully managed and monitored by the licensed health care professional. Any student athlete removed from participation shall not be allowed to participate in practices or games until he or she is evaluated by a licensed health care provider and receives the provider's written clearance to return to participation, a copy of which shall be provided to the district.

Reference: OKLA. STAT. tit. 70, § 24-155, 156

Adopted October 2015

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Athlete Release

To: Athletic Director
Address

My signature below certifies the following:

- I am a:
  _____ medical doctor
  _____ doctor of osteopathy
  _____ licensed athletic trainer
  _____ advanced registered nurse practitioner
  _____ physician assistant licensed to practice in the State of Oklahoma.

- I evaluated _____, a student-athlete, on the following date: _____. This occurred after the student-athlete:

  _____ sustained a head injury / suspected concussion
  _____ collapsed or fainted without sustaining a head injury

- If I have evaluated/treated the student athlete for a head injury, I have been trained in the evaluation and management of head concussions.

- It is my professional opinion, based on my training and experience, that the student-athlete named above may return to participation in the district's athletics program on the following date: _____.

_____ _____
Signature of Medical Provider Date

Adopted October 2015

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Athlete Health Acknowledgments

In compliance with Oklahoma Statute Sections 24-155 and 156 of Title 70, this acknowledgement form confirms that you have read and understand the Concussion/Head Injury Fact Sheet and the Sudden Cardiac Arrest Fact Sheet provided to you by the School District related to these potential adverse health conditions which may occur during participation in athletics.

I, _____ *(please print student-athlete's name)* as a student-athlete who participates in athletics and I, _____ *(please print parent/guardian's name)* as the parent/legal guardian, have read the information material provided to us by the School District related to sudden cardiac arrest and concussions and head injuries occurring during participation in athletic programs and understand the content and warnings.

_____ _____
Signature of Student-Athlete Date

_____ _____
Signature of Parent/Legal Guardian Date

This form should be completed annually prior to the athlete's first practice and/or competition and be kept on file for one year beyond the date of signature in the principal's office or the office designated by the principal.

Adopted October 2015

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5.51 Academic Credit

The district will provide students/families with regular notice of the academic standards required to graduate from the district. This information will be distributed annually to secondary students in the school handbooks and on the District website and will include details regarding:

- Number and types of credits needed to graduate
- Minimum enrollment requirements
- Standardized assessments
- Proficiency based promotion
- Concurrent enrollment options

Students/families are expected to work with the assigned counselor to ensure that their student meets all the necessary requirements for successful completion of the district's program.

Adopted September 2016

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5.52 Child Find

In accordance with the requirements of the Individuals with Disabilities Education Act, the State Department of Education, Section 504 of the Rehabilitation Act, and Title II of the Americans with Disabilities Act, this policy addresses the district's Child Find system responsibility to identify, locate, and evaluate students suspected of having a disability, ages 3 through 21, who may need special education and related services, regardless of the severity of the disability or whether the student is advancing from grade to grade. As part of its child find duties, the district will be responsible for coordinating with the SoonerStart Early Intervention Program regarding the Child Find system for children ages birth to 3 years of age. The district's Child Find system includes the district coordinating with other agencies and promoting public awareness.

The district's Child Find system includes all children within the district's geographical boundaries including students who are:

- Enrolled in public school;
- Enrolled in charter schools, virtual charter schools, and alternative schools;
- Enrolled in home school;
- Enrolled in private elementary and secondary schools (including religious schools) located in the LEA; including out-of-state parentally-placed private school students with disabilities even if the students are not legal residents of the LEA;
- Enrolled in educational programs in correctional facilities located in the LEA;
- Enrolled in Head Start;
- Enrolled in state institutions;
- Enrolled in other child care or treatment facilities;
- Not enrolled in elementary or secondary school, including children ages 3 through 5;
- Highly mobile students, such as migrant and homeless as defined by the McKinney Vento Homeless Assistance Act; and
- Wards of the state.

The district will take appropriate and necessary steps to ensure that its staff and the general public are informed of:

- The availability of special education services;
- A student's rights to a free and appropriate public education;
- The special education referral process.

The district may accomplish this by a variety of methods, including but not limited to distributing brochures or flyers throughout the community, including information in school or district publications, disseminating articles and announcements to newspapers, arranging for radio and television messages and appearances, speaking at faculty meetings or district professional developments, and making presentations, as well as electronic forms of communication.

5.53 Testing Program

It is the policy of the board of education to take part in testing programs with the aim of providing information designed to help all students recognize their abilities and to help in planning their school work. A well-rounded testing program has been developed that can be very valuable to each student.

Annually, on a date to be determined by the superintendent, the district will provide information to the district's students, parents of students, and the public at large about the proper meaning and use of assessments administered pursuant to the Oklahoma School Testing Program Act. Additionally, the district shall notify each student's parents of the school's performance levels in the Oklahoma School Testing Program at the end of each school year.

Adopted November 2016

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5.54 Direct Threat

"Direct threat" means an individualized determination that a student with a disability poses a direct threat to the health or safety of others, based upon reasonable judgment that relies on current medical knowledge or on the best available evidence, to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices or procedures or the provision of auxiliary aids or services will mitigate the risk.

When the district intends to impose adverse action on a student with a disability based on a direct threat, written notice of the district direct threat inquiry will be provided to the parent of the student who is the subject of the direct threat inquiry. This written notice, subject to paragraph 6 below, will include:

1. An invitation to provide documents and other information related to the inquiry and notice that if a response is not received, the direct threat inquiry will proceed with the documents and other information the district has available;
2. The name and contact information of the district employee conducting the inquiry;
3. Identification of the appropriate district personnel responsible for making the determination of whether the student poses a direct threat to the health or safety of others;
4. Notice that the student will not be subject to disciplinary action on the basis of unfounded fear, prejudice, and stereotypes;
5. The district's determination that a student poses a direct threat to the health or safety of others will be an individualized assessment based upon reasonable judgment that relies on current medical knowledge or on the best available evidence, to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices or procedures or the provision of auxiliary aids or services will mitigate the risk.
6. Notice that in exceptional circumstances, such as situations where safety is of immediate concern, the district may take interim steps pending a final decision regarding adverse action against the student so long as minimal due process is provided in the interim and due process is offered later;
7. Notice of the student's applicable appeal rights in the event of discipline or other adverse action; and
8. A copy of this policy.

5.55 Parent Revocation of Consent for Services

The purpose of this policy is to comply with a directive from the State Department of Education, which requires each school district to adopt a policy in compliance with the Individuals with Disabilities Education Act (IDEA) concerning a parent's right to revoke consent for all special education and related services to his or her child.

A parent must submit a written request to revoke consent for services. Parents cannot revoke consent for less than all services.

Upon receipt of a written revocation request, the district will promptly submit a *Written Notice to Parents* form to the parent before ceasing services. In the *Written Notice*, district personnel may express disagreement with the parent's decision; however, the parent has the right to revoke consent despite such disagreement.

In completing the *Written Notice*, district personnel will use language that is understandable to the general public regarding the change in educational placement and services that will result from the revocation of consent. In the *Written Notice*, district personnel should include language informing the parent that the student will be treated as a nondisabled student for disciplinary purposes after the revocation takes effect. District personnel will also provide the parent with a copy of *Parents Rights in Special Education: Notice of Procedural Safeguards*. Unless the parent indicates to district personnel that the parent has changed his or her mind about the revocation, the child will be removed from all special education and related services and will be treated for all purposes as a general education student following expiration of no more than ten calendar days from the parent's receipt of the *Written Notice* form.

A child's removal from all special education and related services does not require removal of any documentation from the child's education records concerning his or her prior receipt of special education and related services. If a parent requests the removal of such information from the student's education records, then district personnel will follow the process set out in the district's Student Records policy.

At any time after revocation, the parent may request that the student be reenrolled in special education. The district will treat the request as a request for an initial IDEA evaluation.

If a parent revokes consent prior to the administration of a statewide assessment, the district will not provide the assessment accommodations that were previously included in the student's IEP. The student will not be eligible to take an alternate assessment.

A student age 18 or older may also revoke consent for services under the IDEA. In that case, the district will follow the policy stated above, except that district personnel will send the *Written Notice* and *Parents Rights* forms to both the student and the parent.

Adopted November 2016

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5.56 Foreign Exchange Students

The purpose of the foreign exchange student program is to enhance exchange students' knowledge of American culture and language through active participation in family and school life and to enhance American knowledge of other cultures. In order to make this a positive experience for everyone involved Owasso High School has established the following guidelines.

1. The sponsoring exchange program will be fully responsible for the selection of suitable students for participation in its program;
2. Selection will be limited to secondary students who have a sufficient command of the English language to enable them to function well in an English speaking academic and community environment;
3. The student must not have reached the age of 18 before the date of enrollment in a District school and they must not have graduated from high school or its equivalent.
4. The sponsoring program will provide the school a copy of the agency's current criteria for their exchange program and all available information concerning the prospective exchange student (transcript, health records, etc.);
5. The district will consider applications for admission between February 1st and June 30th. for the following school year. The District will accept foreign exchange students only at the beginning of a school year. A foreign exchange student may attend a school within the district for a period not to exceed one year. No exchange student is to be assigned to a host family in the Owasso District until he/she has been accepted in writing as a student by the principal. A committee of teachers and counselors will evaluate the applications and make a recommendation to the principal of the students to be approved;
6. Owasso High School has a limit of nine (9) exchange students per year. No more than three (3) students shall be from the same country and no more than three (3) from the same program;
7. Placement arrangements will be made with a single host family for the entire academic year;
8. The District will comply with the eligibility requirements of the Oklahoma Secondary School Activities Association as to foreign exchange students.
9. Exchange students of senior standing will be allowed to participate in all senior activities and go through the commencement ceremony. Students will not receive a diploma;
10. Exchange students will be enrolled for six (6) hours per day. They will not be enrolled in any world language course that provides instruction in their native language or to special programs including English as a Second Language, alternative education, special education or concurrent enrollment

In addition, Owasso High School accepts and endorses the federal regulations of the United States Information Agency entitled, "Regulations Governing Designated Exchange-Visitor Programs."

Adopted April 2019

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5.57 Student Suspension (Out-of-school)

This policy applies to Out-of-School Suspensions and Change of Placement.

Out-of-School Suspension

- All references to “suspension” in this policy mean out-of-school suspension.
- References to "parent" in this policy, means a student's parent(s) or legal guardian(s).
- References to "principal", means the school principal or staff member to whom the principal has delegated the responsibility for student discipline.
- A student is counted absent while on out of school suspension per state statute.

Change of Placement

- All references to “change of placement” mean an assignment to Virtual School.
- References to "parent" in this policy, means a student's parent(s) or legal guardian(s).
- References to "principal", means the school principal or staff member to whom the principal has delegated the responsibility for student discipline.
- A student is not counted absent while on change of placement provided they continue to work diligently in the virtual environment as assigned by the site administrator.

Behavior or Conduct that May Result in Suspension or Change of Placement

1. **Violation of a school regulation** (which includes but is not limited to any policy, rule, regulation, directive, etc.);
2. **Possession of an intoxicating beverage**, low-point beer, as defined by OKLA. STAT. tit.37, § 163.2
3. **Missing or stolen property** if the property is reasonably suspected to have been taken from a student, a school employee, or the school during school activities;
4. **Possession of a dangerous weapon or a controlled dangerous substance** while on or within two thousand (2,000) feet of public school property, or at a school event, as defined in the Uniform Controlled Dangerous Substances Act. Possession of a firearm shall result in suspension as provided in the district's policy related to firearms.
5. **Violent Acts Toward School Personnel:** Any student in grades 6 through 12 found to have assaulted, attempted to cause physical bodily injury, or acted in a manner that could reasonably cause bodily injury to a school employee or person volunteering for the school shall be suspended for the remainder of the current semester and the next consecutive semester. For good cause and considering the totality of the circumstances, the district’s superintendent or designee may modify the term of the suspension. Final action as to any such suspension, including its term, remains with the board of education or designated hearing officer, pursuant to a timely appeal.

Students suspended for a violent offense directed toward a classroom teacher shall not be allowed to return to the teacher’s classroom without the teacher’s prior approval. Whether an offense is considered a violent offense, requiring an affected teacher’s approval as a condition

of return to a particular classroom, shall be based on applicable provisions of the Oklahoma school law regarding student suspension and applicable Oklahoma criminal law distinguishing between violent and nonviolent offenses.

Students who are suspended or have their placement changed under categories 1 or 2 will be provided with an education plan as outlined below. No education plan will be required for students who are suspended under category 4.

District's Obligations Prior to Suspension or Change of Placement

Before the district recommends suspension or change of placement, other disciplinary options will be considered, including but not limited to: placement in an alternative school setting, reassignment to another classroom, and detention. The district will provide additional procedural safeguards as required by law for students identified as having disabilities under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act/Title II of the Americans with Disabilities Act.

Pre Conference with Student

When a student engages in behavior or conduct that may result in suspension or change of placement the principal may conduct an informal conference with the student. Every effort will be made to have a pre-conference with the student. However, circumstances may exist that would prevent this meeting from happening in every situation.

At the conference the principal shall read the regulation that the student is charged with having violated and shall discuss the student's conduct. The student shall be asked whether he/she understands the regulation and be given a full opportunity to explain and discuss his/her conduct.

If the principal concludes that suspension or change of placement is appropriate, the student shall be advised of that decision. The principal shall immediately notify the parent by phone and in writing that the student is being suspended or having their placement changed and that other disciplinary options were considered and rejected. The written notice will state which alternative disciplinary options were considered and why they were rejected. Elementary and middle school students shall not be dismissed before the end of the school day without advance notice to the parent.

Conferences with Parents

The principal will seek to hold a conference with the parent as soon as possible after the suspension or change of placement has been imposed. The parent should be advised of his/her right to a conference with the principal at the time he/she is verbally notified that a suspension has been imposed. The conference will be held during the regular school hours, Monday through Friday, with consideration given whenever possible to the hours of working parents.

At the conference, the principal will read the regulation the student is charged with having violated and will briefly outline the student's conduct. The principal will also explain the reason

for rejecting other disciplinary options. The parent should be asked by the principal if he/she understands the regulation and the charges against the student.

At the conclusion of the conference the principal shall state whether he/she will terminate or modify the suspension or change of placement. In all cases, the parent will be advised of the right to appeal the suspension or change of placement.

Individualized Plans

Suspensions and changes of placement in excess of five (5) days shall include an Individualized Plan ("Plan") that shall describe either a home-based school work assignment setting or other appropriate work assignment setting. The Plan shall be prepared by the principal with the assistance of other school employees.

The Plan shall provide for the core units in which the student is enrolled. Core units shall consist of the minimum English, Mathematics, Science, Social Studies and Art units required by the Oklahoma State Department of Education for grade completion in grades kindergarten through eight and for high school graduation in grades nine through twelve.

A copy of the Plan shall be provided to the student and parent. The parent shall be responsible for providing a supervised, structured environment monitoring the student's educational progress until the student is readmitted into school. The Plan shall set out the procedure for education and shall also address academic credit for work satisfactorily completed.

Records

The principal will keep written records of each conference. The records will contain the date of the conference, names of participants, time and duration of the conference, and the basis for rejecting alternative disciplinary options. The principal shall also maintain records related to the Plan and the student and/or parent's compliance with the Plan.

Suspension and Change of Placement Terms

All suspensions and changes of placement will have a definite start and end date. The term may be reduced if a student performs a specified remedial act if those conditions are agreed to at the time of the suspension or change of placement. Term lengths will be as consistent as possible between students considering the nature of the conduct and the previous disciplinary history of the student.

Long-term suspensions and changes of placement are those in excess of ten (10) school days. Suspensions and changes of placement will not extend beyond the current school semester and succeeding semester, except in the case of possession of a firearm, in which case a suspension shall be for a period of not less than one (1) calendar year. Suspensions involving firearms are governed by the school district's Gun-Free Schools Student Suspension policy.

Short-term suspensions are those suspensions of ten (10) or fewer school days.

Short-Term Suspension Appeals (10 or fewer days)

A parent or student may appeal the suspension decision to a site committee. The principal shall inform the parent/student of the right to appeal the suspension and the method for appealing.

An appeal must be presented, electronically or in writing, to the principal within three (3) days (excluding days when school is not in session) after the parent/student receives the principal's decision. If the principal does not receive a written appeal within three (3) days (excluding days when school is not in session) of the decision, the principal's suspension decision is final. The principal shall assemble a committee within three (3) days (excluding days when school is not in session) of receiving the parents request to appeal and that committee shall consist of the following members.

- A principal or assistant principal from a different school.
- A teacher of the student's choice.
- A teacher from the same site who has not had the student in class.

During the time of the appeal the student will be placed in In-House Suspension and the days spent in In-House Suspension will not count towards days of suspension.

Long-Term Suspension or Change of Placement Appeals

Site Level - 1st Level of Appeal
A parent or student may appeal the suspension or change of placement decision to a site committee. The principal shall inform the parent/student of the right to appeal the suspension or change of placement and the method for appealing.

An appeal must be presented, electronically or in writing, to the principal within five (5) days (excluding days when school is not in session) after the parent/student receives the principal's decision. If the principal does not receive a written appeal within five (5) days (excluding days when school is not in session) of the decision, the principal's decision is final. The principal shall assemble a committee within five (5) days (excluding days when school is not in session) of receiving the parents request to appeal and that committee shall consist of the following members.

- A principal or assistant principal from a different school.
- A teacher of the student's choice.
- A teacher from the same site who has not had the student in class.

During the time of the appeal, the student will be placed in In-House Suspension and the days spent in In House Suspension will not count towards days of suspension or change of placement.

District Level - 2nd Level of Appeal

In the event the complainant does not accept the decision of the review committee, he/she may appeal to the Assistant Superintendent of Teaching and Learning, who will assemble a 5 person committee of district level administrators.. The request to appeal must be received by the Assistant Superintendent of Teaching and Learning within 5 days (excluding days when school

is not in session) after the parent receives the decision from the site-level committee. If the request is not received within this time-frame, the site-level committee decision is final.

In the event the complainant does not accept the decision of the Assistant Superintendent of Teaching and Learning, he/she may appeal to the Owasso Board of Education, within 5 days (excluding days when school is not in session) of receiving the decision from the assistant superintendent.

Board of Education or Designated Hearing Officer - 3rd Level of Appeal

An appeal must be presented, electronically or in writing, to the superintendent within five (5) days (excluding days when school is not in session) days after the parent/student receives the assistant superintendent's decision. If the superintendent does not receive a written appeal within five (5) days (excluding days when school is not in session) of the assistant superintendent's decision, the assistant superintendent's decision is final.

If the board receives a timely written appeal request, the board or an appointed hearing officer, will hear the appeal as soon as possible. This decision is final and non-appealable.

Board Hearing Procedures
The parent/student will be notified in writing of the date, time and place of the hearing and will have the right to choose an "open" or "closed" hearing. Reasonable efforts will be made to accommodate the work schedule of parents. The following procedures will be followed:

1. The board president or the appointed hearing officer should:
    a. Announce that the next agenda item is a suspension or change of placement review hearing.
    b. Ask whether the parent/student wants the hearing to be open to the public or in executive session. The offer of an open hearing and the response is to be made a part of the minutes of the meeting. If the parent/student requests a closed hearing, a motion to go into executive session per their request should be made and voted on.
2. The board president or hearing officer should advise the parent/student:
    a. That they are entitled to legal counsel, if they desire it.
    b. That the administration will present its witnesses first and that after each witness the parents or their legal counsel will be given an opportunity to cross-examine.
    c. That the parent/student will be given an opportunity to call any relevant witnesses and present any relevant evidence, subject to cross-examination by the administration's legal counsel.
    d. That the board or its hearing officer will consider the evidence and documents and reach a decision that will be recorded by vote in open session.
    e. That the parent/student may ask any questions about the procedure.
3. Administration may call witnesses and present documents subject to cross-examination.
4. Parent/student may call any witnesses and present documents subject to cross-examination.

5. After each witness is presented board members or the hearing officer may ask the witness questions.
6. Parent/student's closing statement.
7. Administration's closing statement.
8. Deliberate in private. (If the hearing is not in executive session, the board or its hearing officer may deliberate in executive session only with permission of the parent/student.)
9. Return to open session and vote. After adopting a motion making certain findings of fact the board must make a motion to:
    a. affirm the suspension;
    b. modify the suspension or change of placement (increase or decrease severity of the suspension or change of placement)
    c. revoke the suspension or change of placement. If the hearing is before a hearing officer, no motions will be required as a part of the hearing process; otherwise, the hearing officer will have the same obligations as the board when rendering a decision.

Attendance at School Pending Appeal Hearing

Pending an appeal of the student suspension or change of placement, the student will have the right to attend school under such "in-house" restrictions as the principal deems proper, except that at the discretion of the principal, the student may be prohibited from attending school pending any appeal hearing if
in the judgment of the principal the student's continued presence in the building will constitute an immediate danger to the health or safety of students, school employees, school property, or would be a substantial disruption of the educational process. The days in "in-house" will not count toward the days of out of school suspension.

Reference: OKLA. STAT. tit. 70 § 24-101.3

5.58 Prohibition of Race and Sex Discrimination

The Board of Education hereby directs that neither the district, nor any employee of the district, shall teach or include in a course for students or employees the following discriminatory principles:

1) One race or sex is inherently superior to another race or sex,
2) An individual, by virtue of his or her race or sex, is inherently racist, sexist or oppressive, whether consciously or unconsciously,
3) An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race or sex,
4) Members of one race or sex cannot and should not attempt to treat others without respect to race or sex,
5) An individual's moral character is necessarily determined by his or her race or sex,
6) An individual, by virtue of his or her race or sex, bears responsibility for actions committed in the past by other members of the same race or sex,
7) Any individual should feel discomfort, guilt, anguish or any other form of psychological distress on account of his or her race or sex, or
8) Meritocracy or traits such as a hard work ethic are racist or sexist or were created by members of a particular race to oppress members of another race.

A "course" shall include any forum where instruction or activities tied to the instruction are provided, including training, seminars, professional development, lectures, sessions, coaching, tutoring, or any other class.

Any individual may file a complaint alleging that a violation has occurred of enumerated items 1-8 above. In order for a complaint to be accepted for investigation, it must:

A. Be submitted in writing, signed and dated by the complainant, including complaints submitted through electronic mail that include electronic signatures;
B. Identify the dates the alleged discriminatory act occurred;
C. Explain the alleged violation and/or discriminatory conduct and how enumerated items 1-8 above have been violated;
D. Include relevant information that would enable a public school to investigate the alleged violation; and
E. Identify witnesses the school may interview. The school will not dismiss a complaint for failure to identify witnesses.

The district hereby designates Mark Officer, Assistant Superintendent of Teaching and Learning, as the employee responsible for receiving complaints. Complaints may be submitted online through the district website.

Amended September 2022
Adopted August 2021

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Upon receipt of a complaint, the complainant shall receive notification from the designated employee that the complaint has been received and whether it will be investigated within ten (10) days of receipt.

5.59 Concussion Management Protocol

Owasso Public Schools is committed to the safety and well-being of all students participating in athletics and physical activity programs. In accordance with Oklahoma Statute 24-155 of Title 70 the school has implemented a concussion management protocol that includes education, prevention, and appropriate management of suspected concussions. The school will comply with all aspects of Oklahoma Statute 24-155 of Title 70 related to concussion management. This protocol will be reviewed and updated annually to ensure compliance with any changes in state law or best practices.

Adopted June 2023

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5.60 Student-Athletes & Activities Name, Image and Likeness

Neither the school district nor the Oklahoma Secondary Schools Activities Association (OSSAA) specifically prohibits students from engaging in certain commercial activities as an individual. These activities, commonly referred to as name, image and likeness (NIL) will not put a student's amateur status at risk provided the student meets all the requirements for maintaining amateur status in compliance with OSSAA Rule 5, and there is no violation of rules prohibiting influencing a student to attend or remain at a member school. (OSSAA Rule 9)

A student may earn compensation from the use of their name, image and likeness (NIL) in compliance with Rule 5, and Rule 9 provided:

- The compensation is not contingent on specific athletic performance or achievement.
- The compensation is not provided as an incentive to enroll or remain enrolled in the school district.
- The compensation is not provided by the school district or any person acting as an agent for the school district.

In seeking compensation for name, image and likeness:

- No "marks" may be used, including but not limited to the school logos, school name, school mascot, or any trademarked OSSAA logo or acronyms.
- No school apparel or equipment shall be worn which includes school name, school logo, school mascot, or any apparel displaying trademarked OSSAA logos or acronyms.
- No school facility may be used for the purpose of name, image and likeness compensation.
- No activities in conflict with the school's local school district policy on advertising may be endorsed.
- Examples include but are not limited to tobacco or alcohol products.
- Collegiate level associations should be contacted for any rules regarding name, image and likeness for students participating beyond the high school level.

Adopted September 2024

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